

Collective Bargaining
Agreement

By and Between

HOFSTRA UNIVERSITY

-and-

THE HOFSTRA CHAPTER OF THE
AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS

September 1, 2001 - August 31, 2006

Hempstead, New York

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AGREEMENT
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HOFSTRA UNIVERSITY
and
THE HOFSTRA CHAPTER OF THE
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UNIVERSITY PROFESSORS

PREAMBLE

The purpose of this Agreement is to provide the faculty and administration of Hofstra University with a contract which will insure a healthy and viable institution of higher learning, research, and public service. This Agreement aims at maintaining educational excellence, facilitating effective faculty participation in decisions affecting the welfare of the University, assuring fair and reasonable conditions of employment and providing techniques and procedures for the peaceful adjustment of disputes, should these arise.

To this end the faculty and administration have, through their representatives, negotiated this Agreement as follows:

ARTICLE 1: LIST OF DEFINITIONS

- 1.1 **ADMINISTRATION**: The Board of Trustees of Hofstra University, a private institution of higher education chartered by the Board of Regents of the State of New York, and such administrative officers as may be appointed by the Board of Trustees.
- 1.2 **AAUP**: The Hofstra University Chapter of the American Association of University Professors.
- 1.3 **FACULTY MEMBER**: For purposes of this Agreement, a member of the bargaining unit, as defined in Article 2.2 of this Agreement.

- 1.4 REGULAR ADJUNCT FACULTY MEMBER: A part-time member of the bargaining unit, as defined in Article 2.2 of this Agreement.
- 1.5 BARGAINING UNIT: Unit of employees as described in Section 2.2 of this Agreement.
- 1.6 ACADEMIC UNIT: the academic units of the University included in the bargaining unit are the Zarb School of Business, the School of Communication, the School of Education and Allied Human Services, the School for University Studies, New College, the Library and, in Hofstra College of Liberal Arts and Sciences, the divisions of Humanities, Natural Sciences and Social Sciences.
- 1.7 DEPARTMENTAL PERSONNEL COMMITTEE (DPC) as defined in Article 5 of this Agreement.
- 1.8 COLLEGE OR DIVISION FACULTY PERSONNEL BOARD (FPB) as defined in Article 5 of this Agreement.
- 1.9 UNIVERSITY APPEALS BOARD (UAB) as defined in Article 5 of this Agreement.
- 1.10 JOINT STANDING COMMITTEE (JSC) as defined in Article 4.8 of this Agreement.

ARTICLE 2: RECOGNITION OF THE AAUP

- 2.1 The Administration hereby recognizes the AAUP as sole and exclusive bargaining agent for the faculty and professional faculty librarians (as defined below).
- 2.2 Included in the bargaining unit are all full-time faculty, those holding special status, those holding the title of assistant or associate chair, all regular adjunct faculty (defined as those who are currently teaching or who are currently on approved leave as provided in Article 7.16 of this Agreement and who have taught at the University for (a) at least six (6) hours per academic year for at least two (2) of the preceding four (4) academic years, or who have taught at the University for (b) at least three (3) hours per academic year for at least three (3) of the preceding four (4) academic years and all full-time and part-time faculty librarians).

- 2.3 Excluded from the bargaining unit are: academic deans of all ranks; teaching deans; all department chairpersons or department heads; faculty holding visiting rank; speech clinicians; part-time faculty who do not meet the requirements of Section 2.2 above; military personnel serving in the Department of Military Science; all faculty members and professional staff, including librarians and clinicians, in the Law School; all other administrative personnel of the University, all non-professional employees, and all other employees of the University not covered under Article 2.2 of this Agreement.
- 2.4 No person excluded from the bargaining unit as set forth in Article 2.3 shall represent the faculty on the University Senate or any of its committees.

ARTICLE 3: FACULTY STATUTES AND FACULTY POLICY SERIES

- 3.1 The parties hereby acknowledge that the Faculty Statutes (hereinafter "FS") and the Faculty Policy Series (hereinafter "FPS") constitute the fundamental documents which govern the rights and responsibilities of the Faculty of Hofstra University, subject to the provisions of this Agreement.
- 3.2 The provisions of the FS and FPS are binding upon the parties unless modified by or in conflict with this Agreement, in which case this Agreement will control, and the FS and FPS are hereby incorporated by reference into this Agreement.
- 3.3 During the term of this Agreement, no amendments to the FS or FPS or any University practice which would void, alter or in any way modify any provision of this Agreement will be enacted or effectuated without the consent of the AAUP.
- 3.4 Any and all proposed amendments to the FS or FPS duly passed by the University Senate and Faculty or Faculty alone will be submitted to the President who will reply in writing or submit same to the Board of Trustees, which in turn will reply in writing (and where the reply is negative, will state its reasons therefor) within five weeks after the next meeting of the Board of Trustees, but in no event more than 90 days after submission to the President.
- 3.5 Management rights and functions, except those which are abridged by this Agreement, will remain vested in the Administration, except as provided in this Agreement.

ARTICLE 4: GENERAL RELATIONSHIP BETWEEN THE AAUP AND THE UNIVERSITY

- 4.1 This Agreement will be binding upon and is exclusively between the AAUP and Hofstra University. All rights and privileges claimed under the terms of this Agreement will be enforceable only by the AAUP and Hofstra University unless otherwise specifically provided herein.
- 4.2 The rights, privileges and obligations of faculty members set forth in this Agreement will be incorporated into and made part of any individual contract of employment between a faculty member and the University; all such rights, privileges, and obligations claimed under such individual contracts of employment will be enforceable initially through the procedures hereinafter set forth in this Agreement or in the FS or FPS, whichever is applicable. In the event of a conflict between the terms of an individual contract and the terms of this Agreement, the latter will be controlling. This Agreement will be incorporated by reference in employment contracts issued to faculty members. The University will furnish all faculty members with a copy of this Agreement, the FS and FPS.
- 4.3 The presently constituted organizations within the University, i.e., the University Senate or any other similar body composed in whole or in part of the faculty, will continue to function at the University, provided that the actions thereof may not directly or indirectly repeal, rescind, or otherwise modify the terms and conditions of this Agreement.
- 4.4 Duly authorized representatives of the AAUP will be permitted to transact official AAUP business on University property at all reasonable times, provided that this will not interfere with or interrupt normal University operations or other faculty members in the performance of their duties.
- 4.5 The AAUP will have the right to post notices of its activities and matters of AAUP concern on faculty bulletin boards at locations hereafter to be agreed upon between the AAUP and the Administration. The AAUP will be permitted free use of intra-University mail and intra-University telephone service for communications to the faculty.
- 4.6 The Administration will provide the AAUP with an appropriate furnished office, accessible to persons with disabilities, in the main Administration building or in

a building in close proximity to the main Administration building. In addition, the AAUP will be permitted use of appropriate facilities at the University for its larger meetings, so long as facilities are available and the AAUP complies with the rules and regulations relating to use of such facilities applicable to all members of the University community.

- 4.7 The AAUP will be entitled to use the services of departmental secretaries for AAUP business, with the consent of the chairperson of the affected department, which consent shall not be unreasonably withheld. It is understood that the AAUP's use of such secretarial service will not interfere with the normal business of the department, and that the Administration will provide alternative secretarial service in the event that departmental secretarial service is not available.
- 4.8 A Joint Standing Committee (JSC) will be established each year consisting of eight (8) representatives: the President of the AAUP and three (3) representatives, chosen by the Executive Committee of the AAUP; and the Provost and three (3) other members of the Administration chosen by the President. The JSC will deal with problems and questions relating to this Agreement as well as those issues specifically delegated to it in this Agreement. This committee will meet at least twice each Fall and Spring semester each academic year. In addition, the committee will meet as necessary at the request of either of the parties. The Committee will discuss and attempt to amicably resolve any and all issues other than those specifically provided for in other Articles of this Agreement.

ARTICLE 5: APPOINTMENT, REAPPOINTMENT, NON-REAPPOINTMENT, PROMOTION, AND TENURE

- 5.1 This Article and the appropriate sections of the FS and FPS shall govern initial appointment, reappointment, non-reappointment, promotion, and tenure policies for full-time members of the faculty; shall govern appointment, de-listing, and promotion of adjunct faculty, and appointment of special members of the faculty. Except as provided herein for New College, the Library and the School for University Studies the general steps which all the above personnel recommendations shall follow shall be:

1. Departmental Personnel Committee (DPC) or Ad Hoc Tenure Committee; to the
2. Department Chairperson; to the
3. College or Division Faculty Personnel Board (FPB)
 - a. in all tenure cases; or
 - b. if the DPC's or the Department Chairperson's recommendations are for non-reappointment, or for de-listing of an adjunct, or against promotion; or
 - c. if the DPC's and the Department Chairperson's recommendations disagree on initial appointment; or
 - d. if the Dean indicates preliminary disagreement with the DPC's and Department Chairperson's recommendations, which recommendations are in agreement; to the
4. Dean; to the
5. University Appeals Board (UAB)
 - a. if there is disagreement between the Dean's and the DPC's or Ad Hoc Tenure Committee's recommendation on tenure, initial appointment, promotion, non-reappointment and de-listing of adjunct faculty; or
 - b. if there is disagreement between the Dean's and FPB's recommendations; or
 - c. if the Provost indicates preliminary disagreement with the FPB and Dean's recommendations, or with the DPC or Ad Hoc Tenure Committee's and Dean's recommendation, which recommendations are in agreement; to the
6. Provost; to the
7. President; to the

8. Board of Trustees.

5.2 All eligible members of each department who wish to serve shall comprise a Departmental Personnel Committee (DPC), which must include at least three faculty members. Where there are sufficient faculty in a department who are eligible and willing to serve, the DPC shall be composed of at least three (3) faculty members from among the tenured and tenure-designate members of the department and those untenured members who have served in the department as full-time faculty for at least two (2) full years and who have not been denied tenure or reappointment.

If a department has fewer than three (3) full-time members who meet the above requirements and are willing to serve, additional members of the DPC shall be chosen by the department's full-time faculty from the tenured bargaining unit members of other related academic areas; a representative to the FPB from another department in the same academic unit is ineligible to serve.

In departments which have regular adjunct faculty (as defined in Article 2.2), one (1) regular adjunct faculty member shall be elected annually by the regular adjunct faculty in the department to serve as a voting member of the DPC. The election shall be run by the Chair of the DPC. Adjunct faculty members of the DPC may vote only on matters involving adjunct faculty.

No faculty member may serve on a DPC when the DPC considers a case involving the person, a member of the person's immediate family, or the person's domestic partner or significant other. Further, faculty members shall not be eligible to serve on a DPC when it is considering the case of a candidate for promotion to a higher faculty rank than that held by the faculty member. A department's representative to the FPB may serve on the department's DPC.

Each DPC shall annually elect a Chairperson of the committee from among the tenured members of the committee. Each DPC shall adopt its own practices and procedures consistent with those in this Article 5 as well as those in the Faculty Statutes and Faculty Policy Series, such procedures to be filed with the Department Chairperson, the Dean and the Provost as well as the AAUP.

For purposes of this Article 5.2, the Library, New College, and the School for University Studies shall each be deemed a department.

5.3 In consultation with the full-time faculty members of the department and the Dean, and in accordance with FPS #15 and FS V, the function of each DPC shall be to develop, with the Department Chairperson, written department standards, policies and procedures relating to all personnel matters governed by this Article 5. Such standards, policies and procedures shall be filed with the Dean and the Provost as well as the President of the AAUP. If there is a disagreement between the DPC and the Department Chairperson in the development of these standards, policies and procedures, the matter shall be referred to the Dean for mediation; if the disagreement is between the Dean and a concurring Department Chairperson and DPC, the matter shall be referred to the Provost for mediation. Faculty members seeking promotion shall be evaluated per those standards in effect three (3) years prior to the year of application; in departments in which standards were not previously filed, the standards applied to other candidates in the department and/or related departments over the past three (3) years shall apply. Each DPC shall make its recommendations as set forth in this Article within such time periods as are targeted in Appendix C, annexed hereto. The Department Chairperson and/or the Dean shall call initial meetings of the DPC to deal with pertinent matters.

5.4

(a) Each DPC shall examine the qualifications of candidates for initial full-time faculty appointment, reappointment, non-reappointment, and promotion and shall examine the qualifications of candidates for initial adjunct faculty appointment, promotion and de-listing of adjunct faculty. In performing this function, the DPC must convene at least one face-to-face meeting of its members. The review process shall include consultation with the Department Chairperson and the exchange of written recommendations between the DPC and the Chairperson. Such consultation shall include either a meeting between the Department Chairperson and the DPC or a written exchange between the DPC and the Department Chairperson; discussions between individual DPC members and the Department Chairperson shall not be construed to meet the requirements of consultation with the DPC. Although the DPC may invite the Department Chairperson to meetings of the DPC as a resource person, the Department Chairperson shall not be present when the DPC deliberates and/or votes on a candidate's qualifications. All information regarding candidates that is received by the Chairperson of the DPC shall be shared with both the other members of the DPC and the Department Chairperson; all recommendations received by the Chairperson of the DPC from subsequent steps in the process shall also be shared with all members of the DPC.

In both unanimous and split recommendations of the DPC in regard to appointment, reappointment, de-listing and promotion, the written recommendation must reflect the DPC's assessment of the candidate with respect to teaching, scholarship and service. In cases of reappointment of full-time faculty, the recommendation must also indicate the DPC's assessment of the candidate's prospects for tenure. In split decisions, the recommendation must indicate the vote and must reflect both majority and dissenting views of the candidacy. All members of the DPC must have an opportunity to review and comment on the recommendation before it is sent; the recommendation must be signed by at least two-thirds (2/3) of the members voting on the case. A faculty member's signature indicates that the recommendation accurately reflects the points made during deliberations; the signature does not necessarily indicate agreement with the results of the final vote. A member of the DPC dissenting from either the results of the vote or the substance of the recommendation may submit a separate minority letter at the same time that

the majority recommendation is submitted; such minority letters shall be distributed to all parties receiving the DPC recommendation.

Subsequent to its deliberations and vote, the DPC shall forward its recommendation, in writing, to the Dean, with copies to the Department Chairperson, the President of the AAUP, and, except in cases of initial appointment, to the affected individual. All recommendations and minority letters must be signed; however, candidates for reappointment and promotion shall receive copies of minority letters that have had the signatures removed. The Department Chairperson shall likewise forward his/her recommendation to the Dean, the President of the AAUP, and, except in cases of initial appointment, the affected individual.

In cases of initial appointment only, recommendations from the DPC, from dissenting members of the DPC and/or from the Department Chairperson shall not be forwarded to the affected individual; unsuccessful candidates shall be so notified by the Department Chairperson. Each DPC and Department Chairperson shall jointly develop procedures for communicating with successful candidates prior to receipt of the appointment letter from the President; such communication shall indicate the nature of any issues that the candidates should address prior to the consideration of his/her reappointment. If the DPC's and the Chairperson's recommendations are in disagreement on initial appointment; or if either recommends non-reappointment, or against promotion, or de-listing of an adjunct; or if the Dean indicates preliminary

disagreement with the DPC's and Department Chairperson's recommendations, which recommendations are in agreement; prior to making his/her recommendation, the Dean shall forward the case to the School, College or Divisional Faculty Personnel Board (FPB) for its review and recommendation.

- (b) In New College, the DPC shall be called the College Personnel Committee (CPC). In the School for University Studies, the DPC shall be called the School Personnel Committee (SPC). The CPC or the SPC, as applicable, shall consider all matters considered by the DPC in other units and, except as indicated below, shall follow the specifications set forth in this Article for the DPC. The CPC and the SPC shall forward their recommendations in writing to the appropriate Dean and, except in cases of initial appointment, to the affected individual. The Dean shall then make his/her recommendation to the Provost. Prior to making his/her recommendation to the President, the Provost shall submit to the UAB for its review and recommendation all cases where (1) the Dean's recommendation is in disagreement with the recommendations of the CPC or the SPC, (2) the Dean's recommendation is in disagreement with that of the Ad Hoc Tenure Committee, or (3) the Provost indicates preliminary disagreement with concurring recommendations of the CPC or the SPC and the Dean.

In New College and the School for University Studies, all chairperson responsibilities shall be assigned to the Dean; in no case, however, shall the Dean write personnel recommendations in both capacities.

- (c) In Library departments in which there are library faculty and in which there is not a department chairperson, the administrator to whom the Library faculty in that department report shall perform the functions assigned by this Article 5 to the chairperson.

The Library faculty shall have the same rights and responsibilities in respect to the chairperson role of the individual performing the functions assigned by this Article 5 to the chairperson as are specified for teaching faculty in FPS #13 and Article 21 of this Collective Bargaining Agreement.

- 5.5 Assignments of adjunct faculty shall be made from a list of adjunct faculty previously approved for appointment by the Provost based upon the process described in Article 5.4 above. Such list shall be referred to herein as "the appointment list." Within thirty (30) days prior to the beginning of the semester, if no previously approved adjuncts are available and a good faith effort to convene the DPC has been unsuccessful, the Chairperson of the department can proceed

with his or her recommendation for appointment to the Dean. Where an initial adjunct appointment has been made without the recommendation of the DPC, the recommendation of the DPC shall be required before the adjunct faculty member may receive a second appointment. The Chairperson of the department, in consultation with the DPC, shall determine the assignment of courses for adjunct faculty, giving consideration to qualifications, suitability and length of prior service. By the end of the third week of each semester, the Department Chairperson shall provide the DPC with a list of all adjunct faculty assignments.

After eight semesters of service (excluding January and Summer Sessions) or the equivalent in credits taught as specified in Article 22.3, if the DPC or Chairperson wishes to remove an adjunct from the appointment list, or if the Dean requests a review of the adjunct faculty member's status on the appointment list, the review and recommendation process for personnel decisions as described in this Article shall commence. Non-assignment of a listed adjunct by the University for eight consecutive semesters (excluding the January and Summer sessions) shall be considered the equivalent of removal from the appropriate appointment list. In such event an individual may request a review of such action under the review procedure contained herein.

Additionally, for an adjunct faculty member with twelve (12) semesters of service within the last ten (10) years (excluding the January and Summer Sessions) or the equivalent in credits taught as specified in Article 22.3, any of the following changes in assignment shall be made in consultation with the DPC. Moreover, the adjunct faculty member affected shall receive written reasons for the non-assignment from the chairperson if:

- (a) an adjunct faculty member is assigned, (1) for a regular fall semester, one course fewer than the average number of courses he/she taught during the last four fall semesters during which he/she taught, or (2) for a regular spring semester, one course fewer than the average number of courses he/she taught during the last four spring semesters during which he/she taught, or
- (b) is not offered any course assignment during a semester (other than an intersession) in which the faculty member has taught for the past four years, or

- (c) courses, for which the adjunct is qualified and available to teach, are assigned to an adjunct whose length of service is more than six (6) semesters less than the affected adjunct faculty member.

Where there is agreement between the Department Chairperson and the DPC on any of the above actions, the individual affected may request that the Dean review the written reasons for non-assignment and discuss same with the adjunct. Upon request by the affected adjunct, the Dean shall put his/her review and recommendation, if any, in writing. The Dean's analysis shall be reviewed by the Provost upon further request by the affected adjunct; the Provost's decision shall be final.

If there is disagreement between the Department Chairperson and the DPC on any of the above actions, the matter shall be referred to the FPB for recommendation to the Dean. The Dean shall then make a recommendation to the Provost, whose decision shall be final.

An adjunct faculty member who has declined courses offered for four consecutive semesters shall automatically be removed from the appointment list.

In any review process under this Article 5.5, with the exception of recommendations for or against initial appointment, the affected faculty member, the Dean (in cases of review by the Provost), the Department Chairperson, the DPC and the President of the AAUP shall receive copies of all recommendations and decisions promptly after they are rendered.

5.6

- (a) Faculty shall be evaluated in the fall of each year to establish qualifications for recommendations for reappointment, promotion and tenure.

This evaluation shall be so conducted that the faculty member is able to cooperate in the initial stages of compiling evidence, is informed of the progress through channels of his/her recommendation, and is able to register agreement or disagreement with the recommendation of his/her Chair and Academic Dean.

Department Chairpersons shall indicate the faculty member's prospects for obtaining tenure as seen from the perspective of the Department Chair. This information regarding the faculty member's prospects for tenure shall be given in writing on the faculty evaluation form.

When a Chairperson is newly appointed (since the period of the last evaluation), the Academic Dean of that area, in consultation with the department, shall decide whether the evaluation shall be conducted by the Chairperson or whether the Dean shall appoint an individual or group of individuals to perform this task. When the Academic Dean is newly appointed, the evaluation shall take place in a manner prescribed by the Provost.

Faculty in their terminal year need not be evaluated by the Chairperson.

- (b) Prior to the end of the first semester of the fifth year of the probationary period, each probationary faculty member shall receive an analysis of tenure criterion number 4 (FPS 15, II, A4 or B4: "fulfillment of some essential function in the long-range needs of the department and/or the University") in relationship to the individual's prospects for tenure. This analysis shall state specifically whether it is "likely" or "unlikely" that the probationary faculty member shall satisfy tenure criterion number 4. The Provost shall provide the Dean and Chairperson with data regarding departmental enrollments, average class size, number of majors, number of tenured faculty, announced retirements, direction of the program(s), use of adjuncts and overload, and other relevant information. The Dean of the appropriate school or college, in consultation with the Chairperson, shall prepare the foregoing written analysis based on these data. The written analysis shall be given to the faculty member with copies forwarded to the DPC and the Provost. If the Provost disagrees with the analysis, he/she shall so notify the individual, the Dean, the Department Chairperson and the DPC, in writing, explaining the reasons for his/her disagreement. If the DPC disagrees with the analysis, it shall so notify the Provost, with copies to the individual, the Dean, and the Department Chairperson, explaining the reasons for its disagreement. If the Provost disagrees with the position of the DPC, he/she shall so notify the DPC, with copies to the Dean, the Department Chairperson and the individual, explaining the reasons for the disagreement. If any such analysis or disagreement centers on the match between the individual's qualifications and the qualifications of faculty needed to fulfill the direction of the program(s), the individual may submit an analysis of his/her qualifications to all involved administrators and governance bodies and may request an evaluation on this matter from the FPB, such evaluation to be sent to the Provost with copies to the individual, the DPC, the Department Chairperson, the Dean, and the President of the AAUP. The Provost, at his/her option, may request further evaluation by the UAB, such evaluation to be sent to all individuals and governance bodies receiving the evaluation of the FPB. Any disagreement covered by this Article shall be submitted within 30 days after the receipt of the analysis or reply thereto with which it is in disagreement.

- (c) After a department files its standards, policies and procedures for reappointment, tenure and promotion as per Article 5.3 of this Agreement, the Department Chairperson shall be responsible for disseminating that information to faculty. Such dissemination shall include, but not be limited to, the following:
- (1) Prior to the end of a faculty member's first semester of full-time faculty service, the Department Chairperson shall send to the faculty member, with a copy of the cover letter to the Dean, the department's standards for reappointment, tenure and promotion and the documentation necessary to evaluate the faculty member on those standards; this document shall serve as the basis for evaluating the faculty member for tenure.
 - (2) Prior to the end of the first semester of the fifth year of a faculty member's tenure probationary period, the Department Chairperson shall send to each probationary faculty member, with copies to the Provost, Dean and DPC Chair, a memorandum indicating the documentation that will be required for making a tenure recommendation. This memorandum will include the criteria for tenure as identified in FPS #15 and as interpreted in respect to the standards adopted by the faculty member's department; this document shall also note the number of peer observations in the candidate's file. Tenure candidates with reduced tenure probationary periods shall receive this notification at the end of the semester prior to the semester in which they will stand for tenure.
- (d) In New College and in the School for University Studies, the respective Dean shall perform the functions assigned by this Article to the Chairperson.
- 5.7 Each department shall establish an Ad Hoc Tenure Committee consisting of full-time faculty members in accordance with the FPS. In New College and the School for University Studies the Ad Hoc Tenure Committee shall be formed from among the tenured and tenure-designate faculty of the respective unit. If an insufficient number of tenure and tenure-designate faculty are available in either New College or the School for University Studies, the full-time faculty of the affected unit shall elect, by majority vote, additional tenured and tenure-designate members from other units in the University. Procedures described in the FPS shall be followed. Allegations of a breach of the FPS or the FS shall be referred to the Joint Standing Committee for resolution. Notwithstanding the above, however, the AAUP may grieve a breach of procedures.

Minutes of the Ad Hoc Tenure committee are to be made part of the file; in order to retain the confidentiality of the discussion, minutes shall record the procedures and actions of the committee and the topics under discussion, but shall not record substantive statements about the candidate's qualifications. The written statements about the candidate that are shared by the members of the Ad Hoc Tenure committee prior to their decision are not to be included in, or forwarded with, the file. However, any member of the Ad Hoc Tenure Committee may forward his/her statement in accord with the procedures specified for minority letters in FPS #15. All letters included in the tenure file that are written about a candidate by administrators or, individually or jointly, by members of peer review bodies (i.e., the Ad Hoc Tenure Committee, the FPB or the UAB) reviewing the case must be shared with the candidate. In the case of minority letters, however, the candidate shall receive a copy with the signatures removed.

The Department Chairperson shall not participate on the Ad Hoc Tenure Committee as a member, but should be consulted by the Committee as a resource person for input that can be used by the Committee. The Department Chairperson shall not participate in the deliberations of the Ad Hoc Tenure Committee nor vote on the final decision of the Ad Hoc Tenure Committee.

In cases where tenure is being considered on initial appointment, all relevant procedures in Article 5.1, 5.7 and 5.13 and the FPS must be followed.

- 5.8 The written recommendation of the Ad Hoc Tenure Committee shall be forwarded to the individual faculty member, to the Department Chairperson, to the FPB, to the President of the AAUP, to the Dean and to the Provost. In New College and in the School for University Studies, the recommendation of the Ad Hoc Tenure Committee shall be forwarded to the individual faculty member, to the appropriate Dean and to the Provost.
- 5.9
 - (a) The School of Business, the School of Communication, the School of Education, the Library and each division of the Hofstra College of Liberal Arts and Sciences shall establish a Faculty Personnel Board. The FPB for the School of Business, the School of Education, and each division of HCLAS shall consist of one tenured or tenure-designate faculty member and one alternate from each department to be elected by all full-time faculty from the department. The FPB for the School of Communication shall consist of one tenured or tenure-designate faculty member from each department to be elected by all full-time faculty from the department plus one tenured or tenure-designate faculty member from either the Humanities

Division of HCLAS or New College; the member from HCLAS or New College shall be elected by the full faculty of the School of Communication. In addition, one (1) regular adjunct member of the faculty as defined in Section 2.2 and an alternate with the same qualifications shall be elected to serve on each FPB. The adjunct representative and his/her alternate shall be elected from among the adjunct representatives on the DPCs in the respective School or College. The chairperson of the FPB shall solicit nominees from among the eligible adjuncts and shall conduct the election. The adjunct faculty member shall vote only on matters relating to the adjunct faculty.

- (b) The Faculty Personnel Board for the Library shall consist of the Chairpersons of all of the other Faculty Personnel Boards. Each FPB shall elect an alternate to sit on the Library FPB if the Chairperson is unable to do so. The Library Faculty Personnel Board shall be required to have present a full-time tenured library faculty member as a non-voting resource person during its deliberations. In addition, one (1) adjunct faculty member and one (1) alternate shall be elected by the adjunct faculty serving on the other FPBs from among their members; the adjunct faculty member sitting on the FPB shall vote only on matters relating to adjunct faculty. When adjunct faculty matters are under review, an adjunct Library faculty member shall also be invited to participate as a non-voting resource person.
 - (c) A member of the Faculty Personnel Board may not be present for nor participate in any discussion of, or decisions involving, faculty from his/her own department at the FPB level. The FPB may invite representatives from the Department and/or Chairs to meet with the Board; such representatives may include the Department Chairperson but not the departmental FPB representative.
- 5.10 Each full-time FPB member shall be elected for a term of two years providing that he/she remains a full-time faculty member during such period; each adjunct faculty member of the FPB shall be elected for a term of one-year. The term of the members of the FPB shall be from September 1 to August 31. However, in the event of the establishment of a new school or division, requiring the establishment of a new FPB, initially, half of the full-time members of such FPB shall be elected for a term of one year and half for a term of two years. Thereafter, each member shall serve for a term of two years provided that he/she remains a full-time faculty member during such period. Members of the FPB may normally serve for no more than two (2) consecutive terms.

Each FPB shall elect a Chairperson from among its members. Initially, the Chairperson shall be elected from among the members of the FPB who are

serving two-year terms. The Chairperson shall be primarily responsible for the timely and effective administration of that FPB. When the FPB is considering the case of a faculty member from the department of the Chair of the FPB, a pro-tem Chair shall be selected who shall take over all responsibilities of Chair of the FPB in regard to that faculty member.

- 5.11 Any vacancy occurring on a FPB shall be filled for the remainder of the term by a special election of the affected unit within thirty (30) days of such vacancy. The alternate FPB representative elected as per Article 5.9 of this Collective Bargaining Agreement shall substitute for the regular FPB representative for whom s/he is an alternate should the regular member be temporarily unable to perform the functions of the position.
- 5.12 The function of each FPB shall be to review and make recommendations in all situations described in Article 5.13 below. The deliberations of the FPB shall include review of issues raised in previous recommendations as well as a consideration of whether appropriate criteria have been uniformly applied. Each Faculty Personnel Board shall establish its own procedures provided that such procedures do not contravene any provisions of this Agreement. At the time such procedures are established they must be filed with the Dean, the Provost and the President of the AAUP.
- 5.13 The Faculty Personnel Board shall make recommendations to the Dean in personnel cases for full-time and adjunct faculty members involving initial appointment, reappointment, tenure, and promotion in the following situations:
 - a. when the DPC's and Chairperson's recommendations are in disagreement on initial appointment or on reduction in assignment for an adjunct as specified in Article 5.5; or
 - b. when the DPC's or Chairperson's recommendations are for non-reappointment, or against promotion, or for de-listing of an adjunct; or
 - c. in all tenure cases; or
 - d. if the Dean indicates preliminary disagreement with the DPC's and Department Chairperson's recommendations, which recommendations are in agreement.

The Faculty Personnel Board shall notify the candidate when his/her case will be heard and shall allow the faculty member being reviewed to appear in person if he/she so requests. The Deans shall provide the Faculty Personnel Board with all relevant information in each case, within the time limits set forth in Appendix C annexed hereto.

In tenure cases, should the FPB indicate preliminary disagreement with concurring recommendations of the Department Chairperson and the Ad Hoc Tenure Committee, the FPB shall, prior to writing its final recommendation, meet to discuss its concerns with the Department Chairperson, the individual involved, and the Chairperson of the Ad Hoc Tenure Committee or, if the Chairperson of the Ad Hoc Tenure Committee was not in the majority on a split decision, a representative selected by the Ad Hoc Tenure Committee who agreed with the majority recommendation. Should the final recommendation be in disagreement with the concurring recommendations of the Ad Hoc Tenure Committee and Department Chairperson, the Ad Hoc Tenure Committee and the Department Chairperson shall respond to the FPB recommendation; the individual involved may also submit a response. Such responses shall become part of the file, with copies sent to the individual and the President of the AAUP. In split decisions, the recommendation must indicate the number of concurring and dissenting votes and must reflect both majority and dissenting views of the candidacy.

All members of the FPB must have an opportunity to review and comment on the recommendation before it is sent; the recommendation must be signed by at least two-thirds (2/3) of the members voting on the case. A faculty member's signature indicates that the recommendation accurately reflects the points made during deliberations; the signature does not necessarily indicate agreement with the results of the final vote. A member of the FPB dissenting from either the results of the vote or the substance of the recommendation may submit a separate minority letter at the same time that the majority recommendation is submitted; such minority letters shall be distributed to all parties receiving the FPB recommendation. All letters and recommendations must be signed; however, the faculty member under review shall receive copies of minority letters with the signatures removed.

The written recommendations of the Faculty Personnel Board shall be forwarded to the Dean, with copies to the faculty member under review, the DPC (or Ad Hoc Tenure Committee, when appropriate), the President of the AAUP and the Department Chairperson.

- 5.14 The UAB shall make recommendations to the Provost in personnel cases covered by this Article for full-time and adjunct faculty members from the Zarb School of Business, the School of Communication, the School of Education, HCLAS and the Library when the Dean's and FPB's recommendations are in disagreement, or if the Dean's and DPC's or Ad Hoc Tenure Committee's recommendations are in disagreement on tenure, initial appointment, promotion, non-reappointment or de-listing of an adjunct faculty member; or if the Provost indicates preliminary disagreement with the FPB's and the Dean's recommendation, or with the DPC's or Ad Hoc Tenure Committee's recommendation and the Dean's recommendation, which recommendations are in agreement.

The UAB shall make recommendations to the Provost regarding full-time and adjunct faculty members from New College and the School for University Studies who are covered by this Article in all cases where (1) the Dean's recommendation is in disagreement with the recommendation of the CPC or SPC, as applicable, (2) the Dean's recommendation is in disagreement with that of the Ad Hoc Tenure Committee, or (3) the Provost indicates preliminary disagreement with concurring recommendations of the CPC or SPC, as applicable, and the Dean.

In the above cases, the deliberations of the UAB shall include review of issues raised by the Provost and/or in previous recommendations and shall give consideration to the question of whether appropriate criteria have been uniformly applied. The UAB shall make a positive or negative recommendation on the candidacy and must reflect the rationale for the majority view as well as any dissenting views. The recommendation of the UAB shall be reviewed by all members of the UAB prior to being forwarded to the Provost. The recommendation must be signed (or the final copy approved in an e-mail that includes the text of the final copy, a printed version of the entire e-mail to be appended to the letter) by four fifths (4/5) of the members of the UAB sitting on the case. A member's signature indicates agreement that the recommendation accurately reflects the deliberations of the body; it does not indicate agreement with the majority vote. A member of the UAB may submit a separate minority letter with the UAB recommendation; the candidate shall receive a copy of all minority letters with signatures removed.

In addition, the UAB shall perform all other functions assigned to it in this Agreement, including jurisdiction to hear an appeal from a decision of the appropriate Dean regarding an annual evaluation, if the faculty member requests

such an appeal, and shall make recommendations in regard thereto to the Provost.

5.15

- (a) The University Appeals Board (UAB) shall be composed of five (5) regular members: two (2) faculty members designated by the AAUP; two (2) administrators designated by the Provost; and a fifth member annually elected by the other four regular members from among a list of eight (8) candidates: such list shall include four (4) candidates designated by the AAUP and four (4) candidates designated by the Provost and shall be provided to the Chairperson of the UAB by December 15 of each year.

This list shall be called the UAB Alternate/Fifth Member List and shall be used by the Chairperson of the UAB to select alternates when a regular member of the UAB is unable to serve; a candidate designated by the AAUP may serve as an alternate to a regular member designated by the AAUP and a candidate designated by the Provost may serve as an alternate to a regular member designated by the Provost. When the regular fifth member of the UAB is unable to serve, the regular members of the UAB may select an alternate from among the remaining candidates on the list.

If, for a particular case, a sufficient number of UAB members is not available, temporary alternates may be appointed. The AAUP may designate a temporary alternate for those members designated by the AAUP; the Provost may designate a temporary alternate for those members designated by the Provost, and the AAUP and the Provost may jointly designate a temporary alternate for the fifth member of the UAB. Temporary alternates may not be called to sit on other cases without the approval of the Provost and/or the AAUP, as applicable.

- (b) The two regular members of the UAB designated by the AAUP and the two regular members of the UAB designated by the Provost shall serve a two-year term to begin February 1 and end January 31. The fifth member of the UAB shall serve a one-year term to begin on February 1 and end on January 31. Those designated for the UAB Alternate/Fifth Member List shall remain on the list for two (2) years, except that half of those designated as of December 15, 2001 shall remain on the list for one (1) year. The terms of regular members of the UAB shall be staggered so that the term of one regular member designated by the AAUP and the term of one regular member designated by the Provost shall begin in an odd-numbered year and the term of the other regular member designated by the AAUP and of the other regular member designated by the Provost shall begin in an even-numbered year. The terms of those on the UAB Alternate/Fifth Member List shall also be staggered so that the terms of two (2) of those

designated by the AAUP and two (2) of those designated by the Provost shall begin in an odd-numbered year and the terms of the other two (2) designated by the AAUP and the other two (2) designated by the Provost shall begin in an even-numbered year. All terms are renewable.

All regular and alternate members of the UAB designated by the AAUP and the Provost prior to September 1, 2001 shall be allowed to complete their terms. As of September 1, 2001, all appointments shall be made in accord with the procedures outlined in this Article 5.15(b).

- (c) The alternates shall replace permanent members of their own side whenever an appeal comes from a unit of which they are a member. The alternates, designated by the AAUP and the Administration respectively, shall represent units other than those represented by the original two members, and shall replace them when an appeal comes from a unit to which the original members belong, so that no member of the UAB shall ever have jurisdiction over an appeal pertaining to his/her unit. Alternates may also substitute for regular members in cases of illness or unavoidable absence. Members of the UAB and alternates designated by the Provost who participated in the formulation of the Provost's position on a particular matter that is before the UAB may not serve on the UAB in connection with its consideration of such matter. No member of the UAB shall sit on a case in which he/she has previously been involved nor shall a member of the UAB participate in a case for which he/she has submitted a written statement or recommendation, in which he/she has taken a position before an administrator or peer-review committee evaluating the case, or in which he/she has declared a position in regard to the individual under review.
- (d) The UAB shall establish its own procedures, provided that they do not contravene any provisions of the Agreement. The Provost and the AAUP shall convene an initial meeting of all regular members and alternate members of the UAB within the first month of each Spring semester. At this meeting, the regular members of the UAB shall select a Chairperson from among the regular members who have served at least one year. In addition, the Provost or his/her representative and the President of the AAUP or his/her representative shall instruct the UAB of its responsibilities; the Provost and the AAUP may each invite an attorney to be present at this meeting.

5.16

- (a) All recommendations covered by this Article shall set forth the reasons for the conclusions being reached in the recommendation and shall comment on the previous recommendations, if any. Such recommendations shall be dated and

signed by the appropriate University official or chairperson of the appropriate committee, and shall include the names of the committee members.

- (b) Each faculty body (including the UAB) and administrator shall forward copies of their/his/her recommendation or decision to every other faculty body or administrator who has considered or shall consider the case.

Such copies shall be forwarded within five (5) days after the recommendation or decision is issued. The affected faculty member shall be entitled to submit written comments regarding any recommendation or decision to the next step in the process; such comments shall be submitted within twenty-one (21) working days of receipt of the recommendation and need not be submitted to the faculty committees or administrators who have previously reviewed the case.

The deliberations of each faculty committee are to be held in strict confidence. It is expected that individual members of faculty committees reviewing a case shall not meet individually to discuss that case with administrators or other faculty committees reviewing the case except when the faculty member is designated to do so by the committee. If an administrator or faculty committee feels that they need additional information about a recommendation from a faculty committee that has previously considered a case, the administrator or faculty committee may request written clarification or elaboration of the recommendation. Such clarification or elaboration is to be approved by the committee as a whole prior to submission.

Faculty committees or administrators who have previously considered the case may comment on the recommendations they receive per this Article to the next step in the process if they desire or if requested by the faculty committee or administrator considering the case. New information received at subsequent steps in the process need not be sent for comment to faculty committees or administrators who have previously reviewed the case.

Except for written statements generated by members of the committee for their internal deliberations (which statements shall not be forwarded to anyone other than the members of the committee as per Article 5.7), the faculty member under review must receive copies of all written correspondence regarding the case exchanged between individual faculty members, faculty committee and/or administrators reviewing the case. The faculty member may respond to the next step in the process within twenty one (21) working days of receipt of the information.

(c) If the DPC, Ad Hoc Tenure Committee, Chairperson, or FPB fail to issue a recommendation within two weeks of the target date or within two weeks of receiving all necessary material including prior recommendations, whichever is later, he, she, or they shall notify the affected individual and the Dean of the reasons for the delay and an expected date for the issuance of such recommendation. However, the failure to issue a recommendation or notification within the time limits specified above shall not be subject to the grievance and arbitration provisions contained in this Agreement.

5.17 The University shall notify the appropriate faculty personnel committee of the need to commence the applicable procedure under this Article in each case. If the University has not received the written recommendations of the appropriate faculty personnel committee hereunder within two weeks of written notice to the defaulting faculty personnel committee from the Chairperson, Dean or Provost requesting such recommendations, the Chairperson, Dean or Provost can submit his/her recommendations on such matters without receiving such recommendations.

If the Dean or Provost fails to issue a recommendation within two weeks of the target date or within two weeks of the receipt of all appropriate prior recommendations, whichever is later, he/she shall notify the affected individual and the DPC of the reasons for the delay and an expected date for the issuance of such recommendation.

5.18 At the time that a faculty member becomes a tenure designate or tenured member of the faculty, he/she shall be promoted to the rank of Associate Professor if he/she has been an Assistant Professor for six years or more.

5.19 Instructors or adjunct instructors shall be promoted to the rank of assistant professor or adjunct assistant professor, as appropriate, at the beginning of the semester following the receipt of the doctorate or appropriate terminal degree in his/her field.

5.20 The President of the AAUP, promptly after the date of the recommendation and final decision, shall receive copies of the recommendations, to which this Article 5 applies, of the DPC (or the CPC in New College and the SPC in the School for University Studies), Ad Hoc Tenure Committee, Department Chairperson, FPB, Dean, UAB, Provost, and of the final decision of the President and Board of Trustees as applicable.

Article 5.20 of the Agreement shall not be interpreted to limit or restrict any other right to information which the AAUP may have concerning the decisions and procedures provided in Article 5.

5.21

- (a) The Provost, in making his/her recommendation to the President on all personnel decisions covered by this Article, shall give great weight to the recommendation of the UAB.
- (b) If the Provost disagrees with the recommendations of the UAB in any personnel decisions covered by this Article or in Article 9.6 of this Agreement, he/she shall provide the UAB, AAUP, and all other appropriate parties with good and sufficient reasons for his/her disagreement, in writing.
- (c) If the Provost disagrees with the recommendations of the UAB in any other case, he/she shall provide the UAB, AAUP, and all other appropriate parties with a detailed written explanation of his/her reasons.

5.22

- (a) It is understood that any litigation commenced by the AAUP under Article 5.21 wherein it is contended that the reasons given by the Provost are not "good and sufficient" shall not be commenced until after the Board of Trustees has acted (where appropriate) or has failed to act within a reasonable time on such case.
- (b) It is further understood that the Board of Trustees' right to make a final decision for the University in a matter under Article 5.21 shall not be asserted as a defense to any action brought by the AAUP contending that the Provost's reasons were not "good and sufficient."

ARTICLE 6: WORKING CONDITIONS

- 6.1 The normal work year for all full-time faculty, excluding those in New College, the Library, and the School for University Studies, includes the Fall and Spring semesters and shall begin with the first day of on-site registration in the Fall (not to be more than ten (10) days prior to the start of classes) and shall end after the Spring commencement exercises for the faculty member's unit. The normal work year does not include University holidays or the January intersession, except that faculty are expected to be available during the January on-site registration period for the Spring semester. The work year for New College, the

School for University Studies and the Library shall be as set forth in the Appendices A and B attached hereto.

- 6.2 The teaching load shall be eighteen (18) semester hours during a twelve-month period, commencing two days prior to registration for the Fall semester, normally divided into two (2) semesters, Fall and Spring, consisting of nine (9) semester hours each, for all faculty, excluding New College, the School for University Studies and the Library (See Appendices A & B).

Any modifications to this distribution must receive prior approval, in writing, of the Provost. In any case, no fewer than six (6) semester hours of base load may be carried during either the Fall or Spring semesters unless a faculty member is on partial general leave or is redeeming previously banked semester hours per Article 6.5. Without prior approval, in writing, of the Provost, a faculty member's base load is expected to include at least six (6) hours of regular classroom teaching. Including the on-load conversion of all activities compensated by per capita stipend payments, no more than sixteen (16) semester hours may be carried during either the Fall or Spring semesters unless the faculty member has carried assignments that exceed this maximum for two of the six (6) regular semesters preceding the Fall 1996 semester. Faculty who meet this criterion may, in a regular Fall or Spring semester, carry a maximum load equal to the lower of (a) eighteen semester hours or (b) the highest number of semester hours taught, including the on-load conversion of all activities compensated by per capita and stipend payments, in the six (6) regular semesters preceding the Fall 1996 semester.

Full-time faculty may, at the faculty member's option and dependent upon the needs of the department, carry a maximum workload of eight (8) credits in any one summer session. Faculty shall not be required to teach in the summer sessions nor are they guaranteed summer session teaching assignments. Teaching performed in the summer session can be applied to base load upon prior request of the faculty member concerned and approval, in writing, by the Department Chairperson, the Dean and the Provost. However, faculty shall normally be permitted to bank three (3) summer session credits once every three (3) years. Notwithstanding the above, faculty who are restricted by state regulations from taking overload during the Fall and Spring semesters may normally bank nine (9) summer session credits over three (3) years, with no more than six (6) credits in any one summer.

Not-yet-tenured Faculty Leave: At any time after the completion of their first year of full-time teaching at the University, not-yet-tenured faculty may, upon

submission of a proposal of their intended scholarly activities to the Department Chairperson, use nine of their banked credits to take a full-semester leave. This Not-yet-tenured Faculty Leave may be taken in the faculty members' third, fourth or fifth year of service. The faculty member must submit the proposal for the leave by December 15 for a leave for the following fall semester and May 15 for a leave for the following spring semester. This option may be taken only once and, if taken, the faculty member shall not be eligible for a Special Leave until three (3) years from the completion of this Not-yet-tenured Faculty Leave. The scheduling of these Not-yet-tenured Faculty Leaves shall take into account both faculty and departmental needs; where more than one faculty member is eligible for this leave at the same time, priority will be given to the faculty member with the most years of service. If a faculty member cannot be scheduled to take a Not-yet-tenured Faculty Leave for which s/he is eligible, the faculty member may continue to bank those credits until such time as the leave can be scheduled.

Faculty assignments may include the teaching of courses on campus and off campus. Off-campus assignments are normally made with the consent of the faculty member involved.

6.3

- (a) A semester hour of teaching load shall be defined as a semester credit hour for all faculty except for those teaching courses that are compensated on a per-capita basis; those teaching laboratory courses; and those continuing faculty teaching non-major service courses in physical education. Faculty shall be compensated for these assignments in accordance with past practice. The continuing faculty compensated per past practice for teaching physical education non-major service courses shall include those appointed to teach such courses prior to September 1, 1996 and who continue to teach such courses when offered to them. If a continuing faculty member twice in succession, except when on approved leave, declines to teach all non-major physical education service courses offered to him/her that he/she normally teaches (in a semester in which he/she normally teaches), compensation shall be on a semester hour basis should the faculty member resume teaching such courses at a later date.
- (b) With the permission of the Dean and the Provost, and in consultation with the faculty member assigned to teach the course, a Department Chairperson, in lieu of canceling a course for low enrollment, may:
- (1) Continue the class on load, but reduce the load of the class; or
 - (2) Pay the faculty member on a per capita basis as specified in Article 8.

- (c) The following criteria shall be considered when making this decision:
- (1) The method in which the class is taught (lecture, lab, discussion, etc.);
 - (2) The normal enrollment limit of the class;
 - (3) The actual enrollment compared to historical average enrollment of the specific class;
 - (4) The level of the class (lower undergraduate, upper undergraduate, master's level, doctoral level);
 - (5) The purpose of the course (e.g., required for degree, for major).

The decision between continuing the class with reduced load or compensating the faculty on a per capita basis for the enrolled students shall be based on the ability of the course to be taught as a tutorial or readings class compared to the necessity that it be taught with the same number of weekly contact hours under its original design. The decision shall be made no later than the end of the second week of the Fall/Spring semester.

Before commencing teaching, all faculty members shall be advised of this provision. Faculty members shall also be advised when assigned to teach a course in which low enrollment appears likely.

- 6.4 Faculty may be given released time, overload compensation or a stipend to work on projects and/or assignments that require more time than would be expected as part of a faculty member's normal workload, e.g., accreditation reports, program coordination, major committee or Senate assignments, assignments to the Center for Teaching Excellence, co-ordination of Cultural Center activities. Faculty shall be expected to devote thirty (30) hours of work to these activities for each one (1) credit of released time or the equivalent overload or stipend compensation.

The University shall continue to maintain the current schedule of stipend awards for Graduate Coordinators and maintain the current amount of released time for those Graduate Coordinators who currently receive released time; prior to any changes in either released time or the schedule of stipend awards for Graduate Coordinators being implemented, there shall be advance notice to the AAUP.

For per capita assignments and those activities compensated through either released time or the assignment of load, the faculty member has the option of taking the assignment on load, accepting overload or per capita compensation, or banking the credit as per Article 6.5, although summer assignments shall normally be paid as overload. With the prior approval, in writing, of the Department Chairperson, the Dean and the Provost, compensation for summer assignments of this nature may be taken on load and banked as per Articles 6.2 and 6.5. Compensation for those assignments normally compensated through a stipend (e.g., assignments to the Center for Teaching Excellence; coordination of Cultural Center events) may not be converted to load.

- 6.5 Faculty members without full teaching loads may owe up to three (3) semester hours per semester, up to a maximum of six (6) semester hours, for up to two (2) years. All credits owed must be repaid within twenty-four months of the end of the semester during which they were accrued; they may be repaid during any summer, intersession, or regular Fall or Spring semester within the following two years, provided it is agreed to by the faculty member involved, the Department Chairperson, and the Dean with the written approval of the Provost. If no courses are available for which the faculty member is qualified to teach, the faculty member may be placed in a pool for other assignments within the University. A faculty member may decline a course that he/she does not normally teach and for which he/she deems him/herself unqualified; where a faculty member expresses a desire to teach a course for which the faculty member's credentials are in question, the faculty member's qualification is to be determined by the Department Chairperson in consultation with the DPC, with disagreements referred to the FPB for recommendation to the Dean, whose decision shall be final. Work assignments shall be based on a formula of 1 credit hour for 30 hours of work. An attempt shall be made to provide faculty in the pool with appropriate assignments which meet the needs of the University and which can be justified on financial grounds.

With the approval of the Department Chairperson, the Dean and the Provost, faculty members may also bank up to three (3) semester hours per semester for a maximum of nine (9) semester hours for up to three (3) years. If the faculty member has not used those hours by the end of the three-year period, s/he shall be compensated at the overload rate at the time the hours were earned. The faculty member may at any time choose overload compensation rather than banking hours.

- 6.6 Overload payments shall be made when the number of semester hours taught exceeds nine (9) in a semester or is projected to exceed more than eighteen (18)

semester hours in a given academic year, except where the faculty member owes semester hours of teaching or is banking hours. A course may only be taken on overload if all full-time faculty members throughout the University who are deemed qualified to teach the course by the DPC and the Chairperson of the affected department have been assigned full loads for that semester. Full-time faculty members may not teach more than seven (7) credits on an overload basis each semester. Faculty shall not be required to teach overload nor are they guaranteed overload assignments. Intersession and summer sessions shall normally be paid as specified in Article 8.10 and Article 8.11 of this Agreement.

When the faculty member has more than his/her normal base load assignment during a given academic year as defined in Article 6.2, the faculty member shall be compensated, at his or her election, either by overload payment or banking of credits up to the limits specified.

- 6.7 The parties agree that faculty members shall spend sufficient time on campus to carry out all their professional responsibilities effectively.
- 6.8 The parties agree that as part of their duties full-time faculty members are expected to:
- (a) Engage in advisement of students: full-time faculty shall schedule the equivalent of one (1) office hour per week for each three-credit course taught per semester plus an additional hour by appointment each week as needed, and shall schedule the equivalent of two (2) additional office hours during the first week of classes, a total of three (3) additional office hours during the Pre-registration period, and a total of three (3) additional office hours in the period including the last two weeks of classes and the final examination period but not later than the faculty member's last scheduled final examination. Variations on this distribution shall be made with concern for the needs of the students, the department and the faculty member involved; all variations require the approval of the Department Chairperson and the Dean.
 - (b) Attend department meetings and meetings of the school and college as well as University faculty meetings.
 - (c) Participate in various student-related activities, including, but not limited to, registration (assigned by department heads on a rotating basis) and University-wide convocations.

- (d) Participate in commencements involving the faculty member's specific unit on a regular basis, normally at least once every two years.

6.9 The parties agree that as part of their duties faculty members must:

- (a) Administer final examinations (or, when an examination is not appropriate, hold a class meeting) during the final examination period, and follow the published time schedule. All exceptions to this rule for giving final examinations must be approved in writing by the Department Chairperson and the Dean.
- (b) Submit grades within five University working days from the time the final examination is given.

6.10

- (a) Average class size (defined as the ratio of student semester hours to faculty load for all on-load courses) across the University (excluding the Law School and UCCE) should be increased to the benchmark of ten percent (10%) over the average class size in the University (excluding the Law School and UCCE) during the 1990-91 academic year.
- (b) (i) Should the class size in the University (excluding the Law School and UCCE) not meet this benchmark, the Provost shall notify the Dean(s) of the unit(s) in which the benchmark is not met, the Dean of any unit in which the Provost deems increases to be necessitated in order to offset low enrollment in other areas, and the President of the AAUP. The affected Dean(s) shall propose a plan for increasing class size to the agreed upon level. Such plans shall be developed in close consultation with the Department Chairperson and the DPC of any department affected by the plan.
 - (1) If there is disagreement between the Dean and the department as to whether the plan shall affect the integrity of the department's courses and/or programs, the department may appeal to the FPB. The FPB's review of the appeal shall include discussion with both the Department Chairperson and the Chair of the DPC of the affected department.
 - (2) If there is disagreement between the Dean and the FPB, or if a concurring Department Chair and DPC disagree with a concurring Dean and FPB, the UAB shall review the case and make a recommendation to the Provost, whose decision shall be final.

- (ii) In departments in which the increase in class size exceeds the benchmark, the Department Chairperson, after consultation with the DPC, may propose a decrease in class size to the Dean.
 - (1) If there is disagreement between the Dean and the department, the department may appeal to the FPB. The FPB's review of the appeal shall include discussion with both the Department Chairperson and the Chair of the DPC of the affected department.
 - (2) If there is disagreement between the Dean and the FPB, or if the department disagrees with a concurring Dean and FPB, the department may appeal to the UAB; the UAB shall review the case and make a recommendation to the Provost, whose decision shall be final.
- (iii) It is understood that the average class size of every department and of every course shall not necessarily meet the benchmark.
- (c) In the event that registration for a class meets the agreed upon enrollment limit, the class size may not be increased by more than three (3) students or ten percent (10%) of the enrollment limit, whichever is greater, without consulting the faculty member teaching the course.
- (d) The Joint Standing Committee shall annually review the data on class size for each department and unit to see that they are consistent with the above parameters.
- 6.11 The number of faculty lines (full-time equivalents) in each department shall be determined by the appropriate Dean in consultation with the Chairperson and the DPC, subject to the approval of the Provost. The number of full-time equivalent lines shall be based on projected enrollment in student semester hours, specific curriculum requirements of each department and the number of sections required. Unresolved disagreements shall be submitted to the University Appeals Board (UAB) for its recommendation to the Provost in accordance with Article 5.15.
- 6.12 Teaching schedules and course assignments shall be made reasonably and fairly and with consideration for departmental and individual faculty needs and with timely notification to faculty.

- 6.13 The University may encourage increased productivity among faculty by assigning additional base load credit for classes of a size significantly in excess of the norm.
- 6.14 The University shall defend any faculty member who is made a defendant in any action or proceeding before any court or government agency involving the performance of his/her duties as such faculty member, including, but not limited to, teaching duties, acting as a committee member or faculty officer, from and against any losses or liability arising out of such action, unless such faculty member shall be found to have been guilty of intentional misconduct, gross negligence or to have acted in bad faith or outside the scope of his/her duties as a faculty member.

This Article shall not be construed to limit or restrict any rights of indemnity to which any faculty member may be entitled by law.

- 6.15
- (a) During the last four (4) years of this Agreement and the next ensuing year thereafter, the number of special leaves granted by the University shall be equal to thirteen and one-half percent (13.5%) of the number of full-time faculty in the bargaining unit who have completed at least five (5) years of full-time teaching at the University as of the commencement of the Fall semester in which the leaves are granted. The number of full-time faculty in the bargaining unit with at least five (5) years of full-time teaching at Hofstra shall include all current members of the bargaining unit who have five (5) or more years of continuous full-time service at Hofstra, including time served as a department chair but excluding time served as a full-time administrator. In calculating the number of years of full-time teaching for faculty who assumed an administrative appointment at the University prior to receiving tenure, the number of years of full-time teaching shall begin with the commencement of the faculty member's current tenure probationary period; for faculty tenured prior to assuming an administrative position at the University, the number of years of full-time teaching shall include all years of service as a full-time faculty member or department chairperson.

These leaves shall include both Special Scholarly Leaves and Special Teaching Leaves. The criteria for Special Scholarly Leaves and the application process for these leaves shall be as described in FPS #22.

- (b) Special Teaching Leaves shall be granted for projects or activities related to teaching excellence. Criteria for these leaves, which shall be comparable to

those for Special Scholarly Leaves, shall be developed by the Center for Teaching Excellence and approved by the Joint Standing Committee. Application for such leaves shall be submitted through the individual's department chairperson, who shall forward the application with his/her recommendation, to the Center for Teaching Excellence. The Center shall review each proposal and make recommendations to the Faculty Affairs Committee of the Senate. Thereafter, the process shall be the same for Special Teaching Leaves as for Special Scholarly Leaves as specified in FPS #22.

- (c) Chairpersons or other Administrators who apply for a leave to be taken in a year subsequent to their resignation or subsequent to the completion of their term shall follow the same Application procedure as faculty members, and leave, if granted, shall count against the Special Scholarly Leaves described in this Article. Leaves granted to faculty members who become Administrators shall revert to the pool of Special Scholarly Leaves.
- (d) In the event that any leaves are not awarded in a particular year, those leaves shall be awarded in subsequent years. Any faculty member recommended by the Provost for a leave, but whose leave must be deferred, shall be assured of such a leave in the ensuing year.
- (e) In no instance shall a faculty member have a Special Leave of either type more frequently than specified in FPS #22.

6.16 The Administration recognizes its commitment to use its best efforts to provide financial support for appropriate faculty research projects and travel expenses in connection therewith, provided it does not interfere with other duties. Financial support for faculty travel shall be determined and allocated by the Administration after consultation with the AAUP. The University recognizes that it is mutually advantageous to the faculty and the University to encourage the faculty to present papers, engage in faculty research projects and otherwise enhance their scholarship and teaching skills. To that end, the University intends to re-evaluate its policies and procedures concerning reimbursement for appropriate travel expenses and providing other financial support to the faculty and will use its best efforts to achieve positive results in these areas. Each unit shall constitute a faculty committee that shall consult with the Dean in determining allocations and criteria for distribution of funds for faculty research and development other than those specifically allocated by the Administration for faculty development and travel as specified above. Each

unit shall distribute such funds in a manner that offers first year faculty the opportunity to apply for funds that can be used during their first year.

- 6.17 An adjunct faculty member with more than ten semesters of service (excluding the January and Summer Sessions) or the equivalent in credits taught as specified in Article 22.3, shall be eligible to apply for funds from the school, college, or University research fund and shall be eligible to apply for school, college or University travel funds, consistent with the criteria used to award such funds to full-time faculty.
- 6.18 The University shall strive, during the life of this contract, to increase funding for student aides/undergraduate and graduate assistants.
- 6.19 It is agreed between the parties that academic conferences shall be open to participation by all faculty members with expertise in a particular conference area. Toward this end, the University shall make every effort to seek to involve all interested faculty in all Hofstra University extra-curricular academic enterprises.
- 6.20 An Internet service provider (ISP) account that enables the faculty member to access his/her Hofstra e-mail account from off-campus locations both nationally and internationally shall continue to be available, at no cost to the faculty member, to all full-time faculty who currently have this resource. The number of additional full-time faculty to whom this resource shall be made available shall increase by at least twenty (20) in each year of this contract, with the goal that all eligible faculty who desire this resource are accommodated by the end of the contract. All faculty who receive University-provided access to an Internet service provider shall be required to include their Hofstra e-mail address on their course syllabi.

Each full-time faculty member shall have a computer for his/her use available in his/her office. A committee shall be formed to investigate means of providing increased computer access for adjunct faculty, including the possibility of a computer laboratory for the exclusive use of adjunct faculty.

Faculty may notify students that responses to e-mail may be delayed due to excessive volume.

- 6.21 It is the goal of the University to provide, by the end of this Agreement, all full-time faculty members with their own offices, in order to provide an appropriate environment for faculty to meet privately with students. It shall also be a goal to

provide improved facilities in which adjunct faculty may meet privately with students.

- 6.22 The University and the AAUP shall jointly request that the appropriate committees of the University Senate investigate and report on the following issues:
- (a) Ways of improving enforcement of appropriate usage of faculty and staff parking lots.
 - (b) Replacing the lengthy on-site registration period with other alternatives.
- 6.23 There will be a committee formed to examine compensation for responsibilities relating to the coordination of undergraduate programs. The committee shall examine the requirements of these responsibilities and the variability of compensation; the committee shall report to the Joint Standing Committee on their findings and recommendations no later than September 1, 2002.

ARTICLE 7 FRINGE BENEFITS

- 7.1 The current level of benefits for the programs listed in this Article shall be as specified in this Agreement. To the extent that this Agreement does not define the level of benefits, the current provisions specified in the Faculty Statutes and Faculty Policy Series for retirement contributions, medical benefits, life insurance, tuition remission and faculty children scholarships, and other benefits of a similar nature shall be continued.
- 7.2 Eligibility for Coverage: The University's Major Medical and Hospitalization Indemnity Plan (Indemnity Plan) shall continue to be available to all continuing full-time faculty in the bargaining unit as of September 1, 1996; full-time faculty hired as of September 1, 1996 or later are not eligible for coverage under this plan. Full-time faculty members hired after September 1, 1996 shall elect individual or family coverage under one of the alternative health maintenance or point-of-service plans offered by the University. Continuing adjunct faculty who meet the requirements of Article 2.2 and who were employed prior to September 1, 1996 are also eligible for coverage under this plan as specified in Article 7.9; should an adjunct faculty member eligible for such coverage receive a full-time appointment subsequent to August 31, 1996, such adjunct faculty shall still be eligible for this coverage. Any faculty member who, as of September 1, 1996, is already retired or subsequently retires but who was employed prior to September 1, 1996, may elect to enroll in the Indemnity Plan during any open-enrollment period. Administrators who were eligible for the Indemnity plan as administrators who become full-time faculty after September 1, 1996 shall continue to be eligible for this coverage.

Any member eligible for coverage under the Indemnity Plan who has elected to participate in a managed care option may change his/her enrollment to the Indemnity Plan during any open-enrollment period or, at any time during the year, in the case of a qualifying event as defined by the IRS.

- 7.3 Continuation of level of benefits in the Indemnity Plan: The University shall continue in force, for the life of the contract, an indemnity plan which provides the same coverage and level of benefits as specified in the Hofstra University Hospital Benefits booklet dated September 1989 (herein "base hospitalization plan") and in the Hofstra University Major Medical Expense Benefit Plan booklet dated June 1990 (herein "major medical plan") (collectively referred to herein as the "Indemnity Plan"). There shall be no decrease in these benefits over the period of this Agreement.

The reimbursement for each covered procedure or service shall be, at a minimum, the 80th percentile of the usual, reasonable and customary charges for such procedure or service as specified in the latest listing of the Health Insurance Association of America, as of the time of reimbursement, for the locality in which the patient receives treatment. The Plan shall provide for a deductible of \$200 per person or \$400 per family. The Plan shall pay eighty percent (80%) of the first \$6,000 per person of covered expenses (excluding deductibles) and one hundred percent (100%) of any covered expenses exceeding that amount in any calendar year. The University's Major Medical Plan shall provide lifetime maximum benefits of \$1,100,000. This amount shall increase to \$1,250,000 on September 1, 2002.

The University's Major Medical Plan shall provide benefits for both inpatient and outpatient psychological and psychiatric services, including treatment for substance abuse. After the appropriate deductible is applied, the benefits shall be eighty percent (80%) of the cost per visit, up to a maximum reimbursement of \$75 per visit, with an annual maximum (subject to changes, if any, required by law) of twenty-five (25) visits per calendar year.

- 7.4 The cost for the faculty member's individual coverage under the University's Indemnity Plan shall be borne fully by the University. Full-time faculty members eligible for the Indemnity Plan may elect family coverage under the Indemnity Plan; the cost of family coverage shall be shared by the University and the faculty member as specified in Article 7.6.

In lieu of the University's Indemnity Plan, full-time faculty members may elect coverage under one of the alternative health maintenance or point-of-service plans offered by the University as described in Section 7.5. When one of these plans is chosen, the University shall contribute toward individual coverage up to an amount equal to the cost of individual coverage under the University's Indemnity Plan; the credit for family coverage shall be up to an amount equal

to the University's contribution toward family coverage under the University's Indemnity Plan.

- 7.5 Managed Care Coverage: During the life of this Agreement, the University shall continue to provide both point of service and health maintenance plans. The University shall maintain coverage that provides the same level of benefits (including reimbursement rates in and out of the plan) and coverage (e.g., vision, dental) provided through the alternative health maintenance or point of service plans offered by the University for the academic year 1995-96. (The point of service plan and HMO plans used for measurement shall be the MetraHealth plans.) In addition, the University and the AAUP shall meet three months prior to each annual open enrollment period to discuss any changes in benefits and coverage to be provided through any of the plans.

If a faculty member elects coverage under one of the alternative plans, and the premium for such coverage is lower than the total premium for the University's Indemnity Plan, the University shall credit the amount of the difference in premium. The calculation of credit pursuant to this formula shall be maintained on a monthly basis. Any credit earned under this formula shall be credited against an individual's obligation to pay a premium for health coverage under this Article. Such credit shall have no monetary value upon termination, death or retirement.

- 7.6 Should there be increases in the cost of the Indemnity Plan during the life of this Agreement, the University shall pay sixty-five percent (65%) of the total increase in the premium for family coverage and the faculty member shall pay thirty-five percent (35%) of such increase.

Notwithstanding the above, the annual increase in cost to the faculty member shall not be greater than \$42 a month in the first year of this agreement; this maximum shall increase by five dollars (\$5) in each subsequent year of the contract.

Opt-Out: Should a full-time faculty member who has medical and hospitalization insurance elsewhere wish to exclude him/herself from coverage under the plans offered by the University, the faculty member may do so during any open-enrollment period, upon putting his/her request in writing and showing proof of other comparable insurance coverage. Faculty members who choose to opt out of the University medical and hospitalization plans shall receive one thousand dollars (\$1,000) per year in return for exclusion from this coverage. Faculty members who choose to be excluded from the University medical and hospitalization plans may, at any time during their tenure at the University, resume the coverage under the University medical and hospitalization plans to which they are eligible subject to the provisions herein. Although retired faculty shall not have the option of choosing to exclude

themselves from coverage after commencing retirement, faculty choosing this option before retirement may, as retirees, resume the coverage under the University medical and hospitalization plans for which they would be eligible as retirees. Re-entry into the University medical and hospitalization plans shall be at any time during the year if other insurance coverage is terminated (or in the case of another relevant qualifying event as defined by the IRS code); otherwise, re-entry shall only be during any open-enrollment period.

- 7.7 The University shall provide each full-time faculty member of the bargaining unit with \$100,000 of life insurance and \$200,000 of accidental death and dismemberment insurance.
- 7.8 A current or retired full-time faculty member may contribute the full cost for the University health insurance and life insurance plans for an ex-spouse provided that the faculty member is responsible for such pursuant to a divorce decree, provided further that all the requirements of the insurance carrier are met, and only to the extent permitted by the University's insurance carriers. These benefits shall be available only if there is no additional cost to the University from the insurance carriers or insurance administrators. Insurance coverage for ex-spouses of retired faculty shall be limited to those who were covered before the faculty member retired.
- 7.9 An adjunct faculty member (as defined in Article 2.2) may participate in the University health insurance and life insurance plans, provided that he/she pays all of the necessary premiums and satisfies all requirements of the insurance carriers and only to the extent permitted by the University's insurance carriers. These benefits shall be available only if there is no additional cost to the University from the insurance carriers or insurance administrators. Adjunct faculty are eligible for this benefit during semesters in which they are not currently employed as long as they continue to meet the other criteria of Article 2.2.

Moreover, any currently employed adjunct faculty member who has taught sixteen (16) semesters or more (excluding intersessions and summer sessions) or the equivalent in credits taught as specified in Article 22.3, and who has taught twelve (12) hours or more in each of the two prior academic years and is currently (in a Fall or Spring semester) teaching six (6) hours or more shall be eligible for either (a) individual and family coverage under the University's Hospitalization Plan on the same basis as full-time faculty members or (b) a credit equal to the cost of the University's Hospitalization Plan to the employee plus up to one hundred and twenty dollars (\$120) per month toward the cost of one of the alternative health maintenance or point-of-service medical/hospitalization plans.

Any currently employed adjunct faculty member who has taught forty (40)

semesters or more (excluding intersessions and summer sessions) or the equivalent in credits taught as specified in Article 22.3, and who has taught twelve (12) hours or more in each of the two prior academic years and is currently (in a Fall or Spring semester) teaching six (6) hours or more shall be eligible for either (a) individual and family coverage under the University's Hospitalization Plan on the same basis as full-time faculty members or (b) a credit equal to the cost of the University's Hospitalization Plan to the employee plus up to two hundred dollars(\$200) per month toward the cost of one of the alternative health maintenance or point-of-service medical/hospitalization plans.

In addition, an adjunct faculty member who meets the other criteria specified but who is not currently teaching six (6) credits shall also be eligible for either (a) individual and family coverage under the University Hospitalization Plan on the same basis as full-time faculty members or (b) a credit equal to the cost of the University's Hospitalization Plan to the employee plus up to one hundred and twenty dollars (\$120) per month if the faculty member has taught between sixteen (16) and thirty-nine (39) semesters or the equivalent or, if the faculty member has taught at least forty (40) semesters or the equivalent, up to two-hundred dollars (\$200) per month toward the cost of one of the alternative health maintenance or point-of-service medical/hospitalization plans if that adjunct faculty member teaches a total of twelve (12) or more credits during the current academic year. The adjunct faculty member shall remit full premiums in any semester (Fall or Spring) in which less than six (6) credits are being taught and in which the cumulative number of credits taught in the academic year has not reached twelve (12). By the second pay period in any semester in which such adjunct faculty member's cumulative load for the academic year reaches twelve (12) faculty credits, the adjunct faculty member shall be reimbursed by the University for premiums remitted during that academic year. Adjunct faculty who meet the eligibility requirements for University paid medical insurance for the preceding spring and fall semesters shall be eligible for coverage for the summer sessions regardless of whether or not they are employed over the summer; adjunct faculty who first become eligible for such coverage during a spring semester shall be eligible for coverage for the summer sessions immediately following the semester in which they became eligible regardless of whether or not they are employed over the summer.

- 7.10 Effective September 1, 2001, the University shall contribute \$350 per year towards a contributory dental plan for each full-time faculty member of the bargaining unit who participates in the voluntary dental plan. Effective September 1, 2004, this contribution shall increase to \$400 per year. In addition, the University shall, by September 1, 2002, offer a dental plan in which the maximum benefit is increased to \$3,000.

7.11 The University shall continue to offer the option of a flexible spending account (Flexplan) for each full-time faculty member who elects to participate. The University shall assume all costs of administering the program.

7.12
(a) Except where superseded by this Agreement, a regular full-time faculty member of the bargaining unit who cannot fulfill his/her normal duties because of illness, accident or pregnancy shall be eligible for sick leave as provided in Faculty Policy Series #20.

The University retains the right to require medical verification for days taken by a faculty member as sick leave; such request shall be made on a good faith basis. The faculty member must be notified in a timely and prospective manner that verification will be requested so that s/he has the ability to obtain such verification. Verification shall be furnished to Human Resources. A faculty member with a chronic health condition may file verification of the condition in advance of anticipated absences; in such cases, the University may request periodic re-certification of the condition.

For the first six (6) months of sickness or disability, all full-time faculty members with less than five (5) years of full-time faculty service at the University shall receive an initial six (6) week segment of sick leave at full pay to the extent specified in Faculty Policy Series #20 as well as a second segment as described below and the University shall continue to provide the benefits set forth in this Article.

Except for Library faculty, compensation during a period of sick leave shall be based on the premise that a semester is sixteen (16) weeks and a faculty member is compensated 1/32nd of his/her annual salary for each week of the semester. Sick leave shall only be expended for absences during a regular Fall or Spring semester. The faculty member shall receive his/her full compensation for the first segment of sick leave; during the second segment, the faculty member's compensation shall be reduced by one-half (.5) the replacement cost as per FPS #20. The second segment of sick leave for all full-time faculty with five (5) or more years of service shall be as specified in FPS #20; for those with less than five (5) years of service, the second segment shall be seven (7) weeks.

For Library faculty, sick leave shall be expended as specified in Section I.(a) and IV. (a) of Appendix B of this Agreement. Compensation during a period of sick leave shall be based on the premise that the annual work load is one-hundred ninety (190) days; the first segment of sick leave for all full-time Library faculty is 6/32nds of one-hundred ninety (190) days and the second segment for all full-time Library faculty with less than five (5) years of service is 7/32nds of one-hundred ninety (190) days. The second segment of sick leave for all full-time faculty with five (5) or more years of service shall be as

specified in FPS #20, with each week being equal to 1/32nd of one-hundred ninety (190) days. The faculty member shall receive his/her full compensation for each workday included in the first segment of sick leave. During the second segment, a Library faculty member's compensation shall be reduced by one-quarter (.25) of the faculty member's hourly overload rate.

- (b) After the first six months, long-term disability benefits as described below shall become effective. The definition of disability used by TIAA is "being unable due to sickness, bodily injury or pregnancy to perform any occupation for which you are reasonably suited by education, training or experience."

The University shall provide each full-time faculty member of the bargaining unit with disability insurance that provides a benefit, including coordination with Social Security and workers compensation benefits, of sixty-six and two-thirds percent (66.67%) of salary up to a maximum benefit of \$8,500 per month. The premium paid by the University for disability insurance shall be considered income for the faculty member and shall be included in the faculty member's taxable income reported to the IRS, subject to the IRS code and all other applicable laws and regulations.

The University shall grant a faculty member who is receiving long term disability benefits a general leave for a period not to exceed three (3) years or the period of disability, if it is less. Faculty members receiving such disability benefits shall be notified of the availability of this leave and shall have one year from the date of receipt of the notice to request the leave. All faculty on such leave may return if they recover within this period of time. It is the responsibility of the faculty member to keep the Human Resources Department of the University informed of his/her status. If a faculty member is able to return to teaching within this period of time, teaching and compensation shall re-commence at the start of the first semester following recovery. The disability insurance shall provide that, should a faculty member become disabled, any necessary provision shall be made to insure that retirement contributions shall continue to be made for that faculty member until such time as the faculty member reaches normal retirement age.

- (c) A full-time faculty member who has given birth shall be eligible for six (6) consecutive weeks of maternity leave; if a Caesarian birth is required, the maternity leave shall be increased to eight (8) weeks. Upon certification of medical need, a faculty member who gives birth may take maternity leave of six (6) weeks at full pay plus the number of weeks the faculty member would be eligible for in the second segment of sick leave at reduced pay as specified in FPS #20. This maternity leave may be taken during the semester of pregnancy or, if the birth is over the summer or January intersession, during the subsequent semester. If the maternity leave does not extend over an entire semester, the faculty member may take general leave for the remainder of the semester with full health benefits intact (although retirement

contributions would be reduced to comply with the reduction in base salary).

For full-time Library faculty the days allocated to maternity leave shall be calculated as specified for sick leave in Article 7.12 (a) of this Agreement.

- (d) Full-time faculty who adopt a child or whose spouse or domestic partner (of the same or the opposite sex) gives birth to a child may take full or partial general leave of up to nine (9) credits during the semester in which the birth or adoption occurs or, if it occurs over the January intersession or the summer sessions, the following semester. During the period of general leave, the faculty member shall retain their full benefits (although retirement contributions shall be reduced to comply with the reduction in base salary).
- (e) An adjunct faculty member who cannot fulfill his/her normal duties because of illness or accident shall be eligible for sick leave as provided below:

Semester of Service (or the equivalent in credits taught as specified in Article 22.3	Sick leave benefit
11 through 16 semesters	One (1) week per academic year with no reduction in pay.
17 through 29 semesters	Two (2) weeks per academic year with no reduction in pay.
30 or more semesters	Three (3) weeks per academic year with no reduction in pay

These sick leave benefits shall have no monetary value, and are not cumulative. The University shall establish procedures for monitoring the use of this benefit. A week as provided herein shall be the normal weekly teaching load for the eligible adjunct faculty member.

When medical leave in excess of accrued medical benefits is necessary, total compensation for the course shall be reduced by one-sixteenth (1/16) for each week missed in excess of accrued sick leave. Replacement faculty shall be compensated at the rate of one-sixteenth (1/16) of their regular overload or adjunct compensation for the course for each week taught.

- 7.13 The University's Family Medical Leave Policy shall be applicable to all bargaining unit employees. Leaves shall be granted to employees for the birth of their children, care of their newborn children, placement of adopted

or foster children with them, their serious health condition or the serious health condition of their family members in accordance with the provisions of the Family and Medical Leave Act and the regulations thereunder (FMLA) or provisions of applicable state law or this Agreement, whichever provide better benefits. For the purposes of this Article, family members shall be defined as a spouse, same-sex domestic partner, child, parent or sibling.

7.14 On the request of a full-time faculty member of the bargaining unit with more than three (3) years of full-time service at the University, a leave of absence without pay shall be granted for up to one (1) year for the care of a newborn infant or adoption of a minor child. This leave shall not count towards tenure, nor shall such leaves be consecutive. For any period during such leave during which the full-time faculty member is not receiving paid benefits under the FMLA, the faculty member may continue his or her fringe benefits at no cost to the University by reimbursing the University for the cost of such benefits. It is agreed that should the leave of absence be utilized by the faculty member for other equivalent employment, such leave may, upon reasonable notice, be terminated by the University and the faculty member shall be required to resume his or her normal functions at the University or such other functions as the University may deem appropriate if it is impracticable for the faculty member to resume his or her normal functions.

Upon request, a full-time faculty member of the bargaining unit with more than three (3) years of continuous full-time faculty service at the University, may be granted a partial general leave for up to one (1) year with prorated salary and benefits pursuant to Faculty Policy Series #21 for the care of a newborn infant or adoption of a minor child, except that where the total partial general leave taken in any academic year is for one-third (1/3) the annual baseload or less, or during any period of time during which the full-time faculty member is on Family and Medical Leave under the FMLA, the University shall continue to provide fringe benefits to the faculty member on the same basis as if the faculty member were not on leave.

For all other general leaves taken pursuant to Faculty Policy Series #21, if the total partial general leave taken in any academic year is for one-third (1/3) the annual baseload or less, the University shall also continue to provide fringe benefits to the faculty member on the same basis as if the faculty member were not on leave. In addition, when a one-half (.5) general leave is taken in conjunction with a special leave of one semester (so that the faculty member is released from teaching responsibilities for a full year), the University shall also continue to provide fringe benefits to the faculty member on the same basis as if the faculty member were not taking general leave.

7.15 Faculty members who have been hired as full-time faculty prior to the completion of their doctoral degree may take a partial general leave pursuant to Article 7.14 and Faculty Policy Series #21 at any time prior to the semester in which the Ad Hoc Tenure Committee for the faculty member is to be convened. At the option of the faculty member, the faculty member may choose not to have the period of the partial general leave count toward the faculty member's tenure probationary period, provided the faculty member does not teach more than six credits per semester during the period of leave. The number of semesters excluded from the tenure probationary period pursuant to this procedure shall not exceed the shorter of (a) the number of semesters needed to complete the doctoral degree subsequent to the date of full-term employment or (b) four regular semesters. To obtain this option, such faculty member must submit a request for this option in writing during the semester prior to the general leave, which request must acknowledge that this extension of the probationary period does not grant or imply "de facto" tenure.

Faculty members who have commenced full-time teaching at Hofstra University subsequent to the completion of their doctoral degree may, at the option of the faculty member, exclude up to a year of general leave from the faculty member's tenure probationary period. The maximum leave time to be excluded from the tenure probationary period shall be calculated as follows:

1. The maximum of a full year of faculty service may be excluded from the tenure probationary period only if general leave is taken for at least twelve (12) semester hours over a period of two consecutive semesters, with the faculty member taking at least 4.5 hours of leave in each of the two semesters or, if the faculty member normally carries less than nine (9) credits of baseload in either the Fall or Spring semester, leave of at least one - half ($\frac{1}{2}$) of the hours normally carried in each of the two semesters.
2. One semester of faculty service may be excluded from the tenure probationary period only if general leave is taken for between six and nine semester hours in that semester or over two consecutive semesters. When the leave is taken over two semesters, the faculty member's teaching load must be no more than 4.5 semester hours in at least one of the two semesters or, if the faculty member normally carries less than nine (9) credits of baseload in either the Fall or Spring semester, no more than one - half ($\frac{1}{2}$) of the faculty member's normal base load in at least one of the two semesters.

7.16 An adjunct faculty member (as defined in Article 2.2) on the qualified list

may be granted unpaid general leave, pursuant to Faculty Policy Series #21, up to one (1) year, provided he/she has been offered course(s) for the first semester incorporated by the leave of absence. The period of leave shall not count as a period of service, but upon resumption of teaching the adjunct faculty member shall be credited with all service accrued prior to the leave of absence. Approval of a leave of absence shall follow the same procedures as provided for approval of general leave applications for full-time faculty.

7.17

All full-time faculty members of the bargaining unit with regular appointments are eligible to join TIAA/CREF or an alternate retirement plan upon commencement of full-time employment; those on special appointments are eligible to join after one year of service with the University. In order to participate in a retirement plan an individual faculty member is required to contribute two and one half percent (2.5%) of annual base salary up to the Social Security maximum and six and two tenths percent (6.2%) of the excess.

The University shall contribute on behalf of those faculty members who are eligible to participate and who elect to join, the following sums:

Cumulative Participation in the Plan at Hofstra	University Contribution
Upon joining	8% of base salary up to the social security base and 10% of base salary above the social security base.
After 5 consecutive years in the Plan at Hofstra	10.5% of base salary up to the social security base and 12.5% of base salary above the social security base.
After 15 consecutive years in the Plan at Hofstra	13% of base salary up to the social security base and 15% of base salary above the social security base.
After 20 consecutive years in the Plan at Hofstra	15.5% of base salary up to the social security base and 17.5% of base salary above the social security base.

After 30 consecutive years in the Plan at Hofstra, but not before the end of the academic year in which the faculty member reaches seventy (70) years of age*	13% of base salary up to the social security base and 15% of base salary above the social security base.
Five years after the previous step	10.5% of base salary up to the social security base and 12.5% of base salary above the social security base.
Five years after the previous step	8% of base salary up to the social security base and 10% of base salary above the social security base.

* This contribution schedule became effective as of September 1, 1996 for all full-time faculty except those with twenty (20) or more years of continuous full-time service at the University as of September 1, 1996; full-time faculty with twenty (20) or more years of full-time service at the University as of September 1, 1996 shall continue to receive contributions as in step #4 until such time as they retire.

7.18 The University shall offer alternatives to TIAA/CREF for retirement fund purposes. Faculty members have the opportunity to select whether the University's full contribution shall be invested in the TIAA/CREF fund or in an alternative program. There shall be no splitting of the contribution among programs. The procedures applicable to such programs shall be:

1. A faculty member must complete an authorization form indicating the investment organization to which contributions are to be submitted. The faculty member shall have the right, upon completion of the authorization form, to designate any investment fund within the investment organization designated that meets the tax law requirements under I.R.C. Section 403(b)7.
2. A faculty member's selection shall be limited to a single investment organization as an alternative to TIAA/CREF.
3. Selection or change of investment organization may occur only one time per calendar year, effective January 1st of each year.
4. A release form absolving the University of any liability in connection with the financial condition of the selected organization, its earnings, and the accumulation in the individual's account, prepared by the University, must accompany each application.

Adjunct faculty who meet the requirements of Article 2.2 are eligible to make payments into or have a percentage of their compensation deducted for contribution to a TIAA/CREF or other SRA plan offered by the University. Contributions shall be made through payroll deduction, with deductions made per agreement with the faculty member in those semesters during which the faculty member is employed. The adjunct faculty member shall be responsible for ascertaining that the total contribution does not exceed the maximum contribution allowed by law.

7.19 To the extent allowed by law and the Internal Revenue Code and/or to the extent allowed by the restrictions of the particular retirement fund, the University shall allow faculty at the age of 59 ½ to withdraw invested retirement funds in any of the available retirement programs, whether or not the faculty member has actually retired and/or has terminated his/her relationship with the University.

7.20
(a) A full-time faculty member of the bargaining unit may receive tuition remission for enrollment in undergraduate or graduate courses at the University for a maximum of twenty-four (24) semester hours per year. Such enrollment shall not exceed eight (8) credits per regular semester unless the faculty member involved is on at least half-time General or Special Leave. Recognizing that the teaching load of a full-time faculty member occurs primarily during the Fall and Spring semesters, a full-time faculty member of the bargaining unit may take four (4) courses, not to exceed twelve (12) credits, over the summer as part of his/her tuition remission allotment. One (1) course during the January session may be substituted for one (1) course during a summer session. After a full-time faculty member has completed two semesters of continuous employment or, in the Library, one-hundred ninety (190) workdays, the spouse or same-sex domestic partner of a full-time faculty member shall be entitled to receive the same tuition remission benefits as full-time faculty members; a spouse or same-sex domestic partner, however, shall not be limited to eight (8) credits per regular semester.

This benefit does not include enrollment in full-time doctoral programs, the Saturday College Program, the Executive MBA (EMBA) Program, courses in the Law School or tutorial or independent study courses for which faculty are compensated on a per-capita basis.

(b) After a full-time faculty member of the bargaining unit has completed four years of continuous employment, dependent children of such full-time faculty member are entitled to full tuition remission. This benefit may apply to full-time or to part-time study in pursuit of a baccalaureate degree. Dependent children of full-time faculty members employed for one year but

less than two years are entitled to twenty-five percent (25%) tuition remission; dependent children of full-time faculty members employed for two years but less than three years are entitled to fifty percent (50%) tuition remission; dependent children of full-time faculty members employed for three years but less than four years are entitled to seventy-five percent (75%) tuition remission.

(c)(c) Should a full-time faculty member of the bargaining unit die, retire or become disabled while still in the employ of the University, the dependent children, and/or spouse or same-sex domestic partner of the faculty member shall be eligible for tuition remission benefits to the extent that such faculty member's dependent children, spouse or same-sex domestic partner were entitled to such benefits at the time of the faculty member's death, retirement or disability.

(d) After completing four (4) regular semesters of service, or the equivalent in credits taught as specified in Article 22.3, one (1) course per semester of free tuition shall be available to an adjunct faculty member (as defined in Article 2.2 of this Agreement), his/her spouse or same-sex domestic partner and/or dependent children during a fall or spring semester, January intersession or summer session in which the adjunct faculty member is employed.

After completing eight (8) regular semesters, or the equivalent in credits taught as specified in Article 22.3, this benefit shall be increased to a total of two (2) courses per semester which shall be available to an adjunct faculty member (as defined in Article 2.2 of this Agreement), his or her spouse or same-sex domestic partner and/or dependent children during a fall or spring semester, January intersession or summer session in which the adjunct faculty member is employed.

After completing sixteen (16) regular semesters, or the equivalent in credits taught as specified in Article 22.3, this benefit shall be increased to a total of three (3) courses per semester which shall be available to an adjunct faculty member (as defined in Article 2.2 of this Agreement), his or her spouse or same-sex domestic partner and/or dependent children during a fall or spring semester, January intersession or summer session in which the adjunct faculty member is employed.

After completing thirty (30) regular semesters, or the equivalent in credits taught as specified in Article 22.3, this benefit shall be increased to a total of four (4) courses per semester which shall be available to an adjunct faculty member (as defined in Article 2.2 of this Agreement), his or her spouse or same-sex domestic partner and/or dependent children during a fall or spring semester, January intersession or summer session in which

the adjunct faculty member is employed.

Tuition remission benefits for adjunct faculty do not include courses in doctoral programs, the Saturday College Program, the Executive MBA (EMBA) Program, courses in the Law School, tutorial or independent study courses for which the faculty are compensated on a per-capita basis, or graduate courses in the case of children. However, for the adjunct faculty member and his/her spouse or same-sex domestic partner, it may include courses that are being taken to complete a Master's degree or the equivalent of a Master's degree to be applied to a doctoral program. In order to receive tuition remission benefits, an adjunct faculty member must meet the requirement for eligibility under the Collective Bargaining Agreement contained in Article 2.2 herein.

If, during a particular semester, the adjunct faculty member or his/her spouse, same-sex domestic partner or dependent child is unable to take advantage of the full tuition remission benefit for which the faculty member is eligible, the benefit may be taken in another semester, including the January intersession and summer sessions, within twelve (12) months of the end of the semester in which the benefit was earned.

- (e) Effective September 1, 2001 scholarships provided to dependent children of full-time faculty members of the bargaining unit enrolled as full-time undergraduates at other institutions shall be increased to thirty-five hundred dollars (\$3,500) per year. Effective September 1, 2004, this amount shall be increased to four thousand dollars (\$4,000). This benefit shall be restricted to children pursuing the baccalaureate degree although it shall include children enrolled in a two-year associate degree program that comprises the first two-years of a program leading to a higher degree at an institution with which there is an articulation agreement. Such scholarships shall be payable under the same conditions and requirements as existed prior to September 1, 1991 for scholarships provided to dependent children. It is understood that this benefit is a benefit to the faculty member and is available to both members of a marriage or same-sex domestic partnership if both members are full-time faculty at the University. At no time shall this benefit exceed the amount of tuition payable to the institution. It is further understood that this benefit is available for each dependent child of a full-time faculty member.

- 7.21 The University shall participate in the Tuition Exchange Program providing for full tuition remission scholarships at participating institutions for six (6) children of full-time faculty members of the bargaining unit. This program shall be suspended when the net negative (net debit units) semester units reach a maximum of twenty-four (24). Further, it is agreed that for every additional twenty-four (24) student semester units, the University shall

provide for full tuition scholarships at participating institutions in the Tuition Exchange Program for an additional child of a full-time faculty member of the bargaining unit.

In those cases where a full-time faculty member dies or becomes totally disabled while still in the employ of the University, eligibility to participate in the Tuition Exchange Program shall be retained. Retirees of at least age 60 with at least ten (10) years of full-time service at Hofstra shall also be eligible to participate in the Tuition Exchange Program.

- 7.22 After twenty (20) years of continuous full-time faculty service at Hofstra and reaching age fifty-eight (58), a faculty member may choose a reduction in teaching load up to normal retirement. This option involves teaching less than the normal base load per semester at a pro-rated salary. All other faculty responsibilities shall remain the same as those of full-time faculty. Faculty electing this option shall receive full fringe benefits and, upon total retirement, shall receive any retirement incentives for which they are eligible based upon their full salary; while on reduced load, however, retirement contributions shall be based on the prorated salary. After the semester in which the faculty member reaches normal retirement age, this option shall be limited as follows: (a) the reduction in teaching load shall not exceed nine (9) semester hours per academic year and (b) the faculty member shall have the right to change his/her status three (3) times; the third change of status is irrevocable. A variation in partial load during a period of reduced load is not deemed a change in status.

Alternatively, when a full-time tenured faculty member reaches age sixty (60), s/he may enter into an irrevocable contract with the University to retire at the end of a specific semester no later than the end of the academic year in which s/he turns seventy years of age. During the five years prior to the retirement date, or any part thereof, the faculty member may elect either a reduced load (15 hours per year) at full salary or a full load with a five percent (5%) increase in base salary. A faculty member who elects this option shall receive all retirement incentives for which that faculty member would normally be eligible at that retirement date; retirement incentives shall be based on the base salary received in the last year of teaching. Faculty electing this option must make their election, in writing, to the Provost by the following: September 15 of any Fall semester in which the faculty member wishes to commence the benefit; or February 15 of any Spring semester in which the faculty member wishes to commence the benefit.

For purposes of determining continuous full-time faculty service wherever it appears in this Article 7.22 and for Articles 7.24 and 7.28, faculty service shall include service in an administrative position at Hofstra for members of

the faculty who have served at least five (5) consecutive years as a full-time faculty member prior to an administrative appointment and who, at the time of application for benefits specified in this Article 7.22 and Article 7.24 and 7.28, are serving as full-time faculty.

- 7.23 Normal retirement shall begin at the end of the academic year (September 1 - August 31) in which the individual reaches the age of sixty-five (65). Should applicable federal and state law permit mandatory retirement of tenured faculty, such faculty shall be subject to mandatory retirement at the end of the academic year in which the faculty member reaches the age specified or age seventy (70), whichever is greater.
- 7.24 Retirement benefits are available to full-time faculty members with ten (10) years of full-time continuous service as a faculty member at Hofstra and who have reached age fifty (50), provided the sum of their age and years of full-time continuous faculty service at Hofstra is equal to or greater than seventy (70). Election of retirement and the benefits scheduled herein must be made in writing by the faculty member, normally, at least six (6) months prior to the start of the semester in which the faculty member shall first be on retirement, except for cases in which there has been a significant change in the faculty member's, or his/her immediate family's health, causing the election for retirement benefits.
- 7.25 The group life insurance schedule for a retiree, who is eligible for retirement benefits by virtue of meeting the requirements specified in Article 7.24, shall remain the same as before retirement to age sixty-eight (68) and be reduced to \$10,000 of coverage at age sixty-eight (68) and further reduced to \$5,000 at age seventy-two (72), with the University paying the full premium.
- 7.26 Should a full-time faculty member of the bargaining unit, who is eligible for retirement benefits by virtue of meeting the requirements specified in Article 7.24, die or become totally disabled while still in the employ of the University, the faculty member's covered dependents may continue enrollment in any of the University's base hospitalization and major medical plans for which the faculty member would have been eligible on the same basis as if the faculty member had survived or had not become disabled.
- 7.27 A full-time faculty member of the bargaining unit who elects retirement and who is eligible for retirement benefits by virtue of meeting the requirements specified in Article 7.24, shall remain in the University's hospitalization and major medical plans on the same basis as before retirement until he/she attains age sixty-five (65), at which time the hospitalization and major medical plan become supplemental to Medicare. A full-time faculty member who elects retirement and who is eligible for retirement benefits by virtue of

meeting all the requirements specified shall also be eligible for the benefits set forth in Articles 7.20 and 7.3.

7.28 Voluntary Retirement Incentives shall be available to all full-time faculty members between the ages of fifty (50) to sixty-nine (69) inclusive who, at the time of commencement of payments hereunder, shall have met the requirements specified in Article 7.24 for retirement. Amounts provided under this plan shall be as follows:

Table 7.1

Voluntary Retirement Incentives

Years of Full-Time Continuous Service at Hofstra

<u>Retirement Age¹</u>	<u>10 - 14</u>	<u>15 - 19</u>	<u>20 or More</u>
50-59 ²	0%	0%	150%
60	100%	110%	200%
61	100%	110%	200%
62	100%	125%	200%
63	100%	125%	200%

¹In determining a faculty member's age in respect to voluntary retirement incentives: (a) the retirement age for a faculty member who is sixty-two years of age or less on September 1 of his/her last year of service, and who has twenty (20) or more years of service, shall be the age that s/he has attained as of August 31 of his/her last year of service; (b) the retirement age for all other faculty shall be the age that s/he has attained by September 1 of his/her last year of service.

²Only full-time faculty whose official appointment commenced prior to September 1, 1996 are eligible for retirement incentives between the ages of 50 and 59; full-time faculty whose first official appointment commenced on or after September 1, 1996 are not eligible for retirement incentives until the age of 55.

64	100%	125%	185%
65	100%	125%	170%
66	100%	115%	150%
67	100%	110%	125%
68	70%	90%	110%
69	70%	80%	95%

In addition, full-time members of the bargaining unit who are at least seventy (70) years of age as of 9/1/02 shall be eligible for a retirement incentive equal to one hundred percent (100%) of base salary, provided they (1) retire between 9/1/02 and 8/31/03 and (2) submit, in writing to the Provost by 12/31/01, their decision to retire in this time period.

All amounts are a percentage of the faculty member's last academic year's base salary. Such amounts shall be paid either

- (a) in equal monthly installments, commencing at the beginning of the academic year in which such retirement commences and continuing until the end of the academic year requested by the faculty member or five years, whichever is sooner, or
- (b) in a lump sum, subject to the discounts set forth below.

Table 7.2

Discounted Lump Sum Payment Schedule

<u>Age</u>	<u>Discounted lump sum payment</u>
50 to 60	80%
61	84%
62	88%
63	92%
64	96%
Thereafter	90%

The percentage for lump sum payments shall be a percentage of the amount indicated in Table 7.1.

There shall be no Social Security deductions or University contributions toward a retirement account applicable to these payments.

A faculty member may elect to have part or all of the installment (or lump sum) payment deposited into his/her designated retirement fund, subject to IRS

regulations.

In the event of death of a faculty member who elects retirement pursuant to this Article prior to completion of the applicable payment schedule, the remaining unpaid amounts shall be paid in a lump sum without discount to the estate of the faculty member.

- 7.29 Full-time and adjunct faculty who retire after twenty (20) years of continuous service shall automatically receive emeritus status and the privileges associated with such status as specified in FPS #29. In addition, faculty with emeritus status shall continue to have library borrowing privileges and a University computer account.
- 7.30 All faculty in the bargaining unit and retirees shall be allowed the use of the Hofstra University Swimming Pool without charge and shall be given a twenty percent (20%) discount on services offered by the Joan and Arnold Saltzman Community Services Center. Nothing in this Article 7.30 shall operate to reduce discounts for University services received by faculty in the bargaining unit prior to September 1, 1991.
- 7.31 The AAUP and the University shall convene a joint Fringe Benefits Committee (herein referred to as the "Fringe Benefits Committee") that shall continually seek improvements in benefits. The Fringe Benefits Committee shall submit non-binding recommendations to the Joint Standing Committee no later than May 1 of each year covered by this CBA.

In addition to exploration of other areas of improvement, the Fringe Benefits Committee shall explore the following areas and present their recommendations as specified:

- (1) The feasibility of providing alternative child care options to those provided by the Joan and Arnold Saltzman Community Services Center: This investigation shall include, but not be limited to, investigation of the feasibility of providing discounts at other child care facilities for Hofstra faculty as well as providing alternative options on campus. A report and recommendations for alternative child-care arrangements shall be issued no later than June 1, 2002.
- (2) The feasibility of offering long-term care options to faculty at group rates, a report and recommendations to be made to the Joint Standing Committee no later than May 1, 2002.
- (3) The feasibility of offering dependent dental care; a report and recommendations to be made to the Joint Standing Committee no later than May 1, 2002.

- (4) The feasibility of offering a discount vision care plan that provides vision care benefits not covered under the University's major medical indemnity plan; a report and recommendations to be made to the Joint Standing Committee no later than May 1, 2002.
- (5) Ways of increasing the number of tuition exchange scholarships available to faculty and developing exchange programs with other institutions that have academic standards comparable to those of Hofstra; a report and recommendations to be made to the Joint Standing Committee no later than May 1, 2003.

7.32 Same-sex domestic partner Coverage

Subject to the eligibility provisions of the plans, faculty shall have the opportunity to cover a same-sex domestic partner under their medical benefit plans under the same terms and with the same privileges and restrictions as apply to an eligible spouse under these plans to the extent permissible under federal and state law. To be eligible, the faculty member and his or her same-sex domestic partner shall submit proof of cohabitation (e.g., driver's license or tax return), that they are both age 18 or over, that they are not parent, child, sibling, grandparent or any other blood relation which would bar marriage under the laws of the state in which the employee's same-sex domestic partner resides, and share joint responsibility for one another's common welfare and basic needs, evidenced by submitted proof of at least two (2) of the following:

- (1) common ownership of real property or a common leasehold interest in such property;
- (2) common ownership of a motor vehicle;
- (3) joint bank accounts or credit accounts;
- (4) designation as a beneficiary for life insurance or retirement benefits, or under the partner's will;
- (5) assignment of a durable Power of Attorney or Health Care Proxy to one another.

Further, they shall affirm that they:

- a. are each other's sole same-sex domestic partner, do now and have lived in a committed family relationship for at least six (6) months and intend to continue living together as same-sex domestic partners in the future,
- b. are not legally allowed to marry under their current laws of the state in

which the employee's same-sex domestic partner resides,

- c. are not married to anyone, and
- d. would marry or establish a legally recognized same-sex domestic partnership if it were available to them under the laws of the state in which the employee same-sex domestic partner resides, and
- e. if the employee and same-sex domestic partner reside in a jurisdiction which has legislation relating to same-sex domestic partnerships qualify as a same-sex domestic partnership and are in compliance with any legislative requirements of it.

Under the same conditions as above, same-sex domestic partners of faculty shall also be eligible for the same tuition remission benefits as are spouses of faculty. In addition, the children of same-sex domestic partners shall be considered eligible for the University tuition benefit programs (including tuition remission, tuition scholarships for faculty children, and the Tuition Exchange Program) provided that proof of dependency on the faculty member or his/her domestic partner is established.

ARTICLE 8: COMPENSATION

- 8.1 (a) Effective September 1, 2001, each continuing full-time member of the bargaining unit shall receive a wage increase in his/her base salary of four and two-tenths percent (4.2%) over his/her base salary in the preceding academic year.
- (b) Effective September 1, 2002, each continuing full-time member of the bargaining unit shall receive a wage increase in his/her base salary of four and one-quarter percent (4.25%) over his/her base salary in the preceding academic year.
- (c) Effective September 1, 2003, each continuing full-time member of the bargaining unit shall receive a wage increase in his/her base salary of three and three quarters percent (3.75%) over his/her base salary in the preceding academic year.
- (d) Effective September 1, 2004, each continuing full-time member of the bargaining unit shall receive a wage increase in his/her base salary of four percent (4%) over his/her base salary in the preceding academic year.
- (e) Effective September 1, 2005, each continuing full-time member of the bargaining unit shall receive a wage increase in his/her base salary of five

percent (5%) over his/her base salary in the preceding academic year.

In no event, however, shall the percentage wage increase under this Article 8.1 be less than the minimum wage increase specified in Article 8.3 for the faculty member's rank, nor shall the salary be less than the minimum salary specified in Article 8.4.

8.2 Effective September 1, 2003, 2004 and 2005, if the percentage wage increase under Article 8.1 is less than the percentage increase in the Consumer Price Index "CPI" for the New York-Northeastern New Jersey Area (All Urban) (CPI-U) (1993 -95 =100) for the period July 1 of the preceding year to July 1 of the academic year to which the wage increase applies, then the salary adjustment for the academic year shall equal the percentage increase in the CPI up to five percent (5%). If the percentage increase in the CPI for this period is more than five percent (5%), then the salary adjustment effective September 1 of that academic year shall be five percent (5%) plus an additional one-quarter percent (.25%) for each one-half percent (.5%) increase in the CPI above five percent (5%). However, in no event shall the increase under Article 8.1 exceed seven percent (7%).

8.3 The minimum wage increase for each rank as of September 1 of each year covered by this Agreement shall be as follows:

Instructor	\$1,800
Assistant Professor	\$2,100
Associate Professor	\$2,400
Professor	\$3,200

8.4 Effective September 1, 2001, the minimum base rate of pay for full-time faculty members of the bargaining unit shall be as follows:

Instructor	\$34,000
Assistant Professor	\$39,000
Associate Professor	\$44,000
Professor	\$51,000

The minimum base rate of pay for each rank shall increase by one thousand dollars (\$1,000) on September 1 of each year of this Agreement.

8.5 Effective September 1, 2001, full-time faculty members who are promoted to the rank of Associate Professor shall receive a promotional increase of one thousand

five-hundred dollars (\$1,500) for such promotion; full-time faculty members who are promoted to the rank of Professor shall receive a promotional increase of three thousand dollars (\$3,000) for such promotion. Such promotional increases awarded under this Article 8.5 shall be applied after the salary increases are awarded to such faculty members under Articles 8.1 and 8.2.

- 8.6 Effective September 1 of each year covered by this Agreement, all continuing adjunct faculty members of the bargaining unit shall receive the same percentage wage increase as specified for continuing full-time faculty for that year. In addition, effective September 1, 2003, after the percentage wage increase has been added to these rates, all continuing adjunct faculty members shall receive an increase of ten dollars (\$10) per semester hour.

Notwithstanding the above, the compensation per semester hour for an adjunct faculty member shall not be less than the applicable minimum rate specified in Article 8.9.

For the purpose of this Article 8.6, continuing adjunct faculty shall mean adjunct faculty who are members of the bargaining unit under Article 2.2 of this Collective Bargaining Agreement, and who have taught at least one course during the immediately preceding academic year in which the increase applies, unless such adjunct did not teach in the preceding academic year because such adjunct was (a) on leave during that year as provided in Article 7 of this Agreement or (b) was not offered the opportunity to teach during that year.

- 8.7 All regular adjunct faculty members as defined under Article 2.2 of this Agreement shall receive a longevity wage increase of five percent (5%) in the semester following his/her tenth semester of employment by the University or the equivalent in credits taught as specified in Article 22.3. All regular adjunct faculty members as defined under Article 2.2 of this Agreement shall receive an additional longevity wage increase of five percent (5%) following his/her twentieth semester of employment by the University or the equivalent in credits taught as specified in Article 22.3.
- 8.8 All regular adjunct faculty members as defined in Article 2.2 of this Agreement shall receive a promotional increase of five percent (5%) upon promotion to Assistant Professor, Associate Professor or Professor. Such promotion increase under this Article 8.8 shall be applied after the salary increases are awarded to such adjunct faculty members under Article 8.6 or 8.7.
- 8.9 Effective September 1, 2001, the minimum base rate of pay for all adjunct faculty members of the bargaining unit, whether or not they meet the requirements of Section 2.2, shall be as follows:

Adjunct Instructor	\$625 per s.h.
Adjunct Assistant Professor	\$675 per s.h.

Adjunct Associate Professor	\$725 per s.h.
Adjunct Professor	\$800 per s.h.

8.10 The overload rates for full-time faculty members of the bargaining unit in 2001-02 shall be:

Instructor	\$1,065 per s.h.
Asst. Professor	\$1,155 per s.h.
Assoc. Professor	\$1,240 per s.h.
Professor	\$1,325 per s.h.

Overload rates for subsequent years covered by this agreement shall increase each year by the same percentage wage increase specified for that year for continuing faculty per Articles 8.1 and 8.2.

8.11 Any full-time faculty member who teaches in the summer sessions shall receive the greater of one and eighty five one hundredths percent (1.85%) of his/her annual base salary for every one semester hour taught during a summer session or the faculty member's overload rate. In addition, full-time faculty who teach during the summer sessions shall be eligible for a bonus payment. Such bonus payment shall be determined each year as follows: For each three and three quarters percent (3.75%) increase in Student Semester Hours (SSH), provided there is an accompanying increase of one-half "person" in average class size (defined as SSH as a ratio of faculty hours), each faculty member teaching in the Summer Session shall receive a bonus equal to fifty dollars (\$50.00) per credit taught in the combined Summer Sessions. The increase in SSH and average class size shall be determined based on a comparison of the SSH and average class size for the entire Summer Session (Summer I and II) as compared to the prior year Summer Sessions. However, the SSH and average class size for the 1991 Summer Sessions shall be the base year should the SSH or average class size for any Summer Session fall below the 1991 Summer Session levels.

8.12 January salaries shall be paid at the normal adjunct rates for adjunct faculty and the normal overload rates for full-time faculty.

8.13 Effective September 1, 2003, all full-time faculty members who have attained the rank of professor and who have been in rank for at least six (6) years shall be eligible to apply for a monetary incentive of three thousand dollars (\$3,000) to be applied after the salary increases are awarded under Articles 8.1 and 8.2. Such faculty members may be eligible to apply every six (6) years. Receiving this incentive requires that a faculty member demonstrate that he/she continues to meet the criteria for promotion to professor (FS V). The Joint Standing Committee shall develop procedures for applicants no later than December 31, 2001.

8.14 The University shall pay to each full time faculty member a special bonus to

enable the faculty member to prepare him/herself to enhance the use of technology at the University. There shall be two bonuses that shall be distributed as follows: (1) five hundred dollars (\$500) to be paid during the 2001-2002 academic year; and (2) seven hundred dollars (\$700) to be paid during the 2002-2003 academic year. In order to receive each bonus, the faculty member must be in the employ of the University as of the last day of the semester preceding the academic year in which the bonus is to be paid and on the effective date of the bonus. The term "member" shall include faculty members on special or medical leave. In addition, the faculty member must submit to his/her Department Chair a form in which he/she agrees to provide his/her e-mail address on his/her course syllabi and state that he/she will use his/her best efforts to incorporate technology into his/her instruction. The faculty member shall receive the bonus within thirty (30) days of submission of the form.

- 8.15 Effective September 1, 2003, a sum not to exceed \$275,000 shall be allocated for an equity adjustment to the salary of all continuing full-time faculty whose 2003-2004 base salary is more than one standard deviation below the salary of similarly situated faculty in the same department. Faculty who are in the last year of an appointment that has not been renewed and those who are on terminal appointments as a result of not standing for tenure or being denied tenure shall not be eligible for adjustments.

The procedure for determining the predicted salary for each faculty member shall be as set forth below.

1. A regression analysis shall be performed on the 2003-2004 base salary of all full-time faculty in the bargaining unit.
 - a. The regression analysis shall include the following explanatory variables: department, rank, years in rank at Hofstra, years in service at Hofstra, highest degree, gender and years since highest degree.
 - b. Outliers shall be identified as those faculty who, for identifiable reasons, have a salary that is at least three standard deviations above or below the salary predicted by the above regression analysis.
 - c. Outliers jointly agreed to by the AAUP and the University shall be removed from the data and a new regression analysis, with the same explanatory variables, shall be performed.
2. Based on the regression formula for the male faculty derived from the analysis described in 1.c. above, salaries shall be predicted for each full-time faculty member.

3. The parties will meet and agree on the process to be used to implement this adjustment.

Eligible faculty whose actual salary is more than one-standard deviations below their predicted salary shall have their base salary raised to the level of one standard deviation below their predicted salary as determined above.

Adjustments shall be determined by December 15, 2003, shall be retroactive to September 1, 2003, and shall be applied to salary no later than January 15, 2004.

8.16 Per Capita Compensation Schedule

Per capita compensation for the supervision of students shall be as indicated below. A faculty member shall receive the number of faculty points specified for each student enrolled in a course regardless of the number of credits for which the course is offered. For on-load compensation, two (2) faculty points shall be equal to one (1) faculty teaching credit for all per capita assignments other than doctoral dissertation advisement, for which one (1) faculty point shall be equal to one (1) teaching credit.

Adjunct faculty members may be compensated for per capita assignments only by stipend; full-time faculty have the option of being compensated on an on-load basis, although faculty regularly involved in doctoral dissertation and doctoral internship supervision are normally required to teach three (3) hours per semester of these activities as part of base load. Should the on-load equivalent of these doctoral internship and/or doctoral dissertation supervision activities be greater or less than what is needed for load in a given semester, the faculty member may elect to owe or bank credits per Article 6.5 or may elect to receive per capita compensation for the excess. Faculty taking three (3) hours of doctoral internship and/or doctoral dissertation supervision as part of base load will be given priority for the assignment of regular courses on overload.

- A. Student Teaching, Internship, Practicum and Methods/Observation Courses

1. <u>Full-semester Student Teaching</u> , inclusive of ELED 121, 221, 222; SED 117, 217, 218; CT 269; SPED 237	One (1) student = one (1) faculty point (6 students = 3 credits)
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2. <u>Summer, Split-semester or Half-semester Student Teaching</u> , inclusive of CT 268; ELED 249; HSPE 130A, 130B, 150A, 150B, 157A, 157B; MSPE 230A, 230B; SPED 219A, 219B, 223A, 223B, 237A	One (1) student = .75 faculty points <u>per summer session or half-semester</u> (4 students per each half-semester = 3 credits over the whole semester)
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3. <u>Methods/observation</u> , inclusive of ELED 106, 107, 126, 128	One (1) student = .6 faculty points (10 students = 3 credits)
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4. <u>Internship A</u> , inclusive of EADM 310 - 312; PSY 330-339; 360-364, 370	One (1) student = one (1) faculty point (6 students = 3 credits)
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5. <u>Internship B</u> , inclusive of CAT 218, 219; EADM 263, 265, 267; HSPE 194; MAHE 221, 263, 263A; MFT 298, 299; PSY 290, 291; SPCH 233A, 233S, 234A, 234S	One (1) student = .75 faculty points (8 students = 3 credits)
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6. <u>Internship C</u> , inclusive of ACCT 330; BIO 306; COUN 290-297; FIN 330; GBUS 330; HSPE 195; IB 330; MGT 330; MKT 330; SPCH 260A, 260S, 261A, 261S, 262A, 262S	One (1) student = .5 faculty points (12 students = 3 credits)
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7. <u>Internship D</u> , inclusive of REHB 234, 235; HSPE 149A, 149B, 157A, 199; MAHE 263B	One (1) student = 1 faculty point (6 students = 3 credits)
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For the 2001-2002 academic year, full-semester student teaching, per category #1, refers to student teaching experiences for which the faculty member holds weekly on-campus seminars and makes a minimum of three (3) observations per semester. As of September 1, 2002, each of the courses in this category shall be transferred to category #2 and, in addition to the initial contact with the cooperating teacher, the faculty member shall be required to make four observations per student, two at each level.

Summer session, split-semester or half-semester student teaching, per category #2, refers to student teaching experiences for which the faculty member holds weekly on-campus seminars and makes a minimum of two (2) observation visits per student per summer session or half-semester (that is, at least four (4) observations per student over the whole semester), with at least two (2) observations at each of the sites at which each student is placed.

Methods/observation supervision refers to those supervised field experiences where the faculty supervisor makes a minimum of four (4) site visits per student to observe how the student implements teaching methods when working with individuals and small groups in a classroom setting; this compensation does not cover on-campus seminars.

Internship A is defined as intensive internship supervision that requires weekly on-campus seminars as well as three (3) or more site visits per student; or weekly seminars that are longer than a normal class period and meet for an extended semester, with review of weekly written case reports by each student for that student's client, continuous on-call availability of the faculty member for supervision, and two or three hours per week assisting students' clients and/or making site visits as needed.

Internship B includes those field experiences that require either weekly on-campus seminars as well as at least one (1) site-visit per student or bi-weekly seminars and at least two (2) required site visits per student.

Internship C includes those field experiences that require only one site-visit per student with three to seven seminars per semester.

Internship D refers to six (6)-credit field experiences in which the student spends at least 300 hours in the field and for which the faculty member makes three (3) site visits per student or the equivalent in field consultation and provides weekly supervision in the form of (a) a seminar, (b) scheduled individual or small-group consultations, or (c) a combination thereof.

Internship experiences that do not follow the above pattern are assigned to the level (A, B, C or D) that requires an equivalent number of faculty hours per student.

B. Doctoral Dissertation Advisement (Chair)

One (1) student = .75 faculty points
(4 students = 3 credits)

Each member of a doctoral dissertation committee other than the chairperson of the committee, up to a maximum of two (2) committee members, shall receive a stipend of \$100 each upon completion of the dissertation; dissertation readers present only for the oral examination shall receive a stipend of \$50 upon completion of the dissertation.

Payment for chairing a doctoral dissertation shall be made in each semester in which a student registers for dissertation advisement, up to a maximum of six (6) semesters. There shall be no compensation, either on a per capita basis or on load, for dissertation supervision beyond six (6) semesters. A faculty member supervising a student working on a doctoral dissertation may not also receive compensation for supervising independent study involving that student without prior approval, in writing, from the Dean and the Provost. Such independent study may not pertain to the student's dissertation.

Excluding the continued supervision of doctoral dissertations for which the faculty member has already received compensation for six (6) semesters, a faculty member may not supervise more than six (6) doctoral dissertations per semester. If a student completes a dissertation in less than four (4)

semesters, the dissertation supervisor shall receive a minimum equal to the sum of the stipends that would have been paid in the first four consecutive semesters in which the student registered for dissertation advisement.

C. Undergraduate and Graduate Tutorials, the Individually Negotiated Honors Option, Undergraduate Honors, Undergraduate Internship, MAP, UWW, OCE and PALS Projects

Category I

One (1) undergraduate student = .23 faculty points

One (1) graduate student = .25 faculty points

This category includes tutorial instruction requiring three to five meetings per semester with the student, plus grading of an examination, a paper and/or a series of essays (typically a 1-1.5 credit course; includes OCE projects in a comparable credit range and the Individually Negotiated Honors Option).

Category II

One (1) undergraduate student = .46 faculty points

One (1) graduate student = .50 faculty points

This category includes tutorial instruction requiring six to twelve meetings per semester with the student, plus grading of an examination, a paper and/or a series of essays (typically a 2 or 3-credit course; includes OCE 80 and OCE 80Z projects in a comparable credit range as well as PALS 061 projects).

Category III

One (1) undergraduate student = .73 faculty points

One (1) graduate student = .75 faculty points

This category includes supervision requiring weekly meetings (or the equivalent) per semester with the student, plus grading of an examination, a paper and/or a series of essays; includes research projects, honors essays, New College projects in the 066 series and OCE 80 projects in a comparable credit range.

Category IV

One (1) student = .85 faculty points

This category includes supervision of projects that, in addition to nine to twelve hours of proposal development in the prior semester, require weekly meetings (or the equivalent) with the student, plus grading of a paper or project; includes 4-credit senior projects and UWW - 21 contracts.

Category V

One (1) student = .5 faculty points

This category includes undergraduate internships that require four to eight meetings per semester with the student (either on-campus or on-site), plus grading of an examination, a paper or a report.

Category VI

One (1) student = 1.4 faculty points

This category includes courses that require weekly meetings (or the equivalent) with the student, plus proposal development and supervision of independent study, including library research, field research, and laboratory work, as well as the grading of an examination, paper, laboratory reports and/or a series of essays; includes UWW full contracts (-11 series).

Category VII

One (1) student = 1.0 faculty points

This category includes supervision of independent study, preparation and evaluation of degree plans, and development of MAP 201 proposal; includes MAP 200 (initial study) contracts.

Category VIII

One (1) student = 1.7 faculty points

This category includes courses that require weekly meetings (or the equivalent) with the student, plus supervision of proposal development and intensive independent study, including library research, field research, and laboratory work, as well as the grading of an examination, paper, laboratory reports and/or a series of essays; includes MAP 201, 202, and 203 contracts.

Category IX

One (1) student = .75 faculty points

This category includes supervision of 3-credit master's theses other than MAP theses (Categories X and XI).

Category X

One (1) student = .5 faculty points

This category includes supervision of the development of the MAP master's thesis (contract 204).

Category XI

One (1) student = One (1) faculty point

This category includes supervision of the development of the MAP master's thesis (contract 205).

D. Private Music Instruction

Level 1: Ten intensive private lessons

One (1) student = .75 faculty points

Level 2: Ten intensive private lessons plus five coaching lessons for a half-recital

One (1) student = .9 faculty points

Level 3: Ten intensive private lessons plus ten coaching lessons for a full recital

One (1) student = 1.1 faculty points

Where new courses are proposed by the University that are to be paid on a per capita basis, the proposal shall include the category in which the course shall be placed as well as supporting evidence as to how the course shall meet the category criteria. Following the usual procedures for the approval of new courses, the AAUP shall be informed of the placement of new courses that are to be paid on a per capita basis. Disagreements as to the placement of a course shall be forwarded to the Joint Standing Committee for resolution. Unresolved disagreements shall be forwarded to the Provost

for final decision.

Should an error be discovered in the placement of a course in one of the above-specified categories, the placement of the course shall be reviewed by the Joint Standing Committee. The placement of the course shall be changed upon agreement by the Joint Standing Committee with the new placement becoming effective as of the next academic year. If agreement cannot be reached as to a change, the course placement shall remain as herein specified.

Where compensation is by stipend, the stipend per faculty point shall be nine hundred dollars (\$900) for the 2001-2002 academic year; on September 1 of each subsequent year covered by this Agreement, the stipend shall increase by the same percentage as specified for across-the-board increases in Article 8.1.

Faculty teaching regular courses with low enrollment shall not be paid on a per capita basis if the per capita compensation for the number of students enrolled in the course exceeds the faculty member's overload or adjunct compensation for teaching the course on a regular basis. The per capita point assignment for such courses shall be .23 for each credit a student receives in an undergraduate course and .25 for each credit a student receives in a graduate course.

ARTICLE 9: REDUCTION OF FACULTY AS A CONSEQUENCE OF CURRICULAR CURTAILMENT OR FINANCIAL EXIGENCY

- 9.1 This Article specifies the means by which the University may effect a reduction in the number of full-time faculty for reasons of declining enrollment, curricular curtailment, course elimination, or financial factors within the affected academic unit, including the failure to reappoint probationary faculty for any of the above stated reasons; or for financial exigency of the University.
- 9.2 When there is a demonstrable need to terminate faculty, as specified above, the Administration, in consultation with the departments involved, shall pursue alternatives that shall allow such faculty to remain employed at the University. Specific measures taken may include, but shall not be limited to, each of the following:
- (a) Provide an opportunity for full-time and adjunct faculty to apply for vacant teaching positions for which they are qualified, in other areas of the University.
 - (b) Provide an opportunity for full-time faculty to complete full-time teaching loads in another area of the University in which they are qualified.

(c) Provide an opportunity for full-time faculty without full-time teaching loads to apply for part-time, non-teaching or administrative duties where vacancies exist in order to complete full-time work loads, provided that they are qualified for such positions.

(d) Other options which may be considered are:

1. Joint teaching assignments at other institutions while retaining tenure, seniority and fringe benefits.
2. Faculty with inadequate qualifications to teach in another area may be retrained up to a maximum of one semester during the terminal year, and continued during such period on base salary on a reduced load basis during the retraining period with no charge for courses taken at Hofstra and with fringe benefits continued.
3. Transfer to vacant non-teaching positions for which he/she is qualified.
4. Offer of reduced load on a prorated basis without loss of tenure and such fringe benefits as are permitted under existing contracts with insurance carriers.
5. Early retirement. (See Articles 7.23-7.26.)

9.3 All of the options referred to above must be agreed to by both the Administration and the faculty member involved.

9.4 Reduction of faculty in a given department shall be accomplished on the following bases (references to service indicate service at Hofstra only):

- (a) Eliminate faculty overload within the department where there are faculty without full work loads who are qualified to teach such overload Courses.
- (b) Eliminate teaching duties by administrators in the affected department unless it can be demonstrated that the administrator's teaching does not contribute to the termination of the full-time or adjunct members of the affected department nor reduce the normal load of an adjunct member in the affected department.
- (c) Terminate teaching assistants and teaching interns who have full responsibility for courses within the affected department.
- (d) Reduce the number of adjunct members teaching in the department or program such that the percentage of courses taught by adjuncts in the department or program is equal to the average percentage of courses taught by adjuncts in the department or program during the last three academic years.

- (e) Reduction shall next take place among non-tenured, full-time faculty according to seniority within such group in the affected department or program, provided the senior faculty member is qualified to teach the courses in question.
 - (f) Reduction shall next take place among the remaining adjunct faculty in the department or program on the basis of seniority.
 - (g) Reduction shall next take place among tenured, full-time faculty members according to seniority in the department or program affected, provided that the senior member is qualified to teach the courses in question.
- 9.5 In no case may a tenured full-time faculty member be released hereunder, if there are semester hours of unassigned courses that he/she is qualified to teach in any department totaling the minimum teaching load applicable to that faculty member for each of both semesters.
- 9.6 The initial recommendations hereunder regarding the qualifications of the individual shall be made independently by both the chairperson and the DPC and shall be treated as non-reappointment for the purpose of review under the Article 5 procedure.
- 9.7 Any proposal by the Administration to reduce the size of the faculty as set forth above shall be submitted in writing to the AAUP and to the department directly affected as soon as possible after the Proposal is formulated, but not later than one month prior to the issuance of any notices of termination under Article 9.9 (excluding members with two (2) years or less of service at Hofstra). The proposal shall contain: the number of proposed reductions identified by program, department, or college; the timetable; and a brief statement of justification and ramifications.
- 9.8 Within two weeks of receipt of such a proposal, the AAUP shall make recommendations to the President. The President and, where appropriate, the Board of Trustees, shall give great weight to the recommendations of the AAUP. If there is disagreement between the AAUP and the President, the President shall submit a detailed statement of reasons in writing to the AAUP within two (2) weeks of the AAUP's response. If there is still disagreement, the proposal shall be submitted to the UAB, which shall make its recommendation in accordance with Article 5.16.
- 9.9 Full-time faculty members with more than two (2) years of consecutive service at Hofstra University shall be given notice of termination not later than October 31 and the termination shall be effective at the end of the academic year in which the notice is given.
- (a) Faculty members who receive notice of termination and who do not have a full

teaching load during the notice period shall be required to be on campus on a full-time basis and available for assignment as needed. Where full-time administrative positions are vacant, efforts shall be made to fill these positions with qualified faculty in the pool.

- (b) Tenured faculty who are terminated under this Article shall be recalled by the University according to seniority for a period of up to five (5) years after the effective date of termination in the event that the University is able to provide a full work load for which the faculty member is qualified.
 - (c) Non-tenured faculty who are terminated under this Article shall be recalled by the University according to seniority for a period of up to three (3) years after the effective date of termination in the event that the University is able to provide a full work load for which the faculty member is qualified.
 - (d) Notwithstanding anything to the contrary contained herein, in the event that changing teaching requirements of the departments call for additional sections, qualified terminated faculty shall be offered teaching assignments in order of seniority. Should the full-time faculty who were terminated in the department or program decline the assignment, it may be offered first to a qualified adjunct faculty member, next to a qualified administrator, and finally to a qualified full-time faculty member as overload.
- 9.10 Non-tenured full-time members without teaching assignments in the hold-for-assignment pool who have received notice of termination and who elect to resign within thirty (30) days of receipt of such notice shall be given severance pay of one month's salary for each year of full-time service at Hofstra with a minimum of three and a maximum of six months' severance pay.
- 9.11 After the effective date of termination of a tenured faculty member under this Article, he/she shall receive one-half month's salary for each year of non-tenured service at Hofstra and one month's salary for each year of tenured service at Hofstra, with a maximum of twelve (12) months' severance pay. Those faculty members with over 20 years of service at Hofstra shall receive eighteen (18) months' salary as severance pay. This provision shall be in lieu of the early retirement allowance provided under Article 7 of this Collective Bargaining Agreement.
- 9.12 Payments under Articles 9.10 and 9.11 may be made on a monthly basis, the number of months to be agreed to by the faculty member and the Administration.
- 9.13 Recalled tenured faculty members shall have tenure and rank continued but shall not have the period of layoff counted in total years of service for purposes of seniority. Recalled non-tenured faculty shall have rank continued but shall not have the period of layoff counted in total years of service for purposes of satisfying

the probationary period for tenure or for purposes of seniority.

- 9.14 A terminated faculty member who is offered recall must respond to the offer in writing within twenty (20) days, or else lose any recall rights. If the semester starts within sixty (60) days of such notice, the faculty member who has responded within the required twenty (20) days shall have the option to return for the semester after the one scheduled to begin within sixty (60) days of such notice, provided courses are still available, and the University shall have the right to hire adjunct faculty until his/her return.
- 9.15 Any faculty member who is recalled under this Article shall have all rights restored as provided by the FS and FPS.
- 9.16 Financial exigency shall be declared when it appears that there shall be an inability of the University to meet its financial commitments in any fiscal year. The reduction of faculty, as a consequence of bona fide financial exigency, shall be accomplished as soon as possible after the official declaration in accordance with procedures set forth in this Article.
- 9.17 Prior to the reduction of faculty because of bona fide financial exigency, the Administration shall consult with the appropriate academic constituencies, including the AAUP, and take steps to attempt to curtail costs in other areas, such as the indirect costs of sustaining non-academic and academic programs. Also, consideration shall be given to the reduction in the number of administrative and support lines and the filling of academic and administrative vacancies with qualified members of the Hofstra faculty. Attempts shall continue to be made to increase revenue by all feasible means.
- 9.18 In the event of any application of this Article 9, the parties shall work together to provide affected faculty with access to out-placement counseling.

ARTICLE 10: NO STRIKE, WORK STOPPAGE OR LOCKOUT

- 10.1 The AAUP and the University subscribe to the principle that any and all differences under this Agreement be resolved by peaceful and appropriate means without interruption of the University program. The AAUP, its officers, agents, affiliates, and faculty covered by this Agreement agree that during the term of this Agreement they shall not instigate, engage in, encourage, or condone any strike, work stoppage, or other acts that interfere with the University's operations.
- 10.2 The University agrees that during the term of this Agreement it shall not lock out any or all of the faculty members covered by this Agreement.

ARTICLE 11: GRIEVANCE AND ARBITRATION PROCEDURE

11.1

- (a) Purpose - The purpose of this Article is to provide a prompt and efficient procedure for the investigation and resolution of grievances as defined herein.
- (b) Definition - A grievance is an allegation by either the AAUP or the University that there has been a breach, misinterpretation, or improper application of the terms of this Agreement. However, the grievance and arbitration procedures provided for herein shall not include: (i) disputes which are explicitly excluded from the grievance and arbitration procedures by the terms of this Agreement, including but not limited to the Appendices to this Agreement; and/or (ii) complaints relating to the appointment, reappointment, promotion, tenure, annual evaluation, or matters dealt with by the UAB, except that it may include any complaints alleging in a promotion or tenure matter that the Board of Trustees, the President or the Provost: (a) have acted in an arbitrary or capricious manner; (b) have failed to apply the written criteria of the University; or (c) have violated the procedural due process under this Collective Bargaining Agreement. In cases alleging matters covered by subsections (ii)(b) and (ii)(c), the arbitrator's authority shall be limited to \ remanding the matter for compliance with procedural due process under this Agreement and/or compliance with the written criteria of the University. The arbitrator may extend the term of an appointment to permit compliance with his or her award, but any such extension shall not result in de facto tenure. In \ such event, the arbitrator shall not have the authority to grant tenure.

11.2

- (a) Grievance Procedure - Grievances may be filed by the AAUP on behalf of any member or group of members, or by the University. A written grievance must be filed with the Provost within thirty (30) days after the event or facts giving rise to the grievance become known to the grieving party. In addition, a grievance must be filed within four (4) months of the occurrence of the facts giving rise to the grievance, except that there shall be no such limitation regarding a claim that the University miscalculated the salary payable to a faculty member.
- (b) Any grievance brought by a faculty member, or the AAUP on behalf of such faculty member, complaining about any evaluation, shall be discussed between the faculty member involved and the dean. If the grievance is not satisfactorily resolved by the dean, the faculty member may appeal to the UAB.
- (c) Step One - Conferences shall be held in an effort to settle the grievance at the

departmental level between the University's representative, the faculty member or members involved and a representative of the AAUP. Such conferences shall take place within seven (7) calendar days after the grievance is filed. If the grievance is not settled at Step One, the University's representative shall, within seven (7) calendar days after the last conference, deliver a signed statement of his/her position to the AAUP and the faculty member or members involved.

- (d) Step Two - The Step One response may be appealed by filing a written notice of appeal with the dean of the affected college or school within seven (7) calendar days after receipt of the written Step One response. The dean shall, within seven (7) calendar days after receipt of the notice of appeal, confer with the AAUP representative, the faculty member or members involved and any other persons with knowledge of the facts, including the appropriate department chairperson, in an effort to resolve the grievance. If the grievance is not settled at Step Two, the dean shall, within seven (7) calendar days after the last conference, deliver a signed statement of the University's position to the AAUP and the affected faculty member or members.
- (e) Step Three - The Step Two response may be appealed by filing a written notice of appeal with the Provost within seven (7) calendar days after receipt of the written Step Two response. The Provost shall, within seven (7) calendar days after receipt of the notice of appeal, confer with the AAUP representative, the faculty member or members involved and any other persons with knowledge of the facts, in an effort to resolve the grievance. If the grievance is not settled at Step Three, the Provost shall, within seven (7) calendar days after the last conference, deliver a signed statement of the University's final position to the AAUP and the faculty member or members involved.
- (f) Step Four - If the grievance is not resolved at Step Three, within ninety (90) days of the determination made at Step Three, either party may commence an arbitration proceeding before the American Arbitration Association in accordance with its Voluntary Labor Rules then in effect, by serving the other party with a written notice of intention to arbitrate. All costs of such arbitration, exclusive of counsel and witness fees, shall be shared by the parties. There shall not be outside arbitration with regard to issues arising in connection with appointment, reappointment, promotion, tenure, annual evaluation, or matters dealt with by the UAB, which matters shall be resolved in accordance with procedures provided under Article 5 of this Collective Bargaining Agreement, except as provided in Section 11.1(b) of this Article 11.
- (g) All time limitations provided for in the preceding four (4) steps may be extended by mutual agreement of the parties.

- (h) In the event that either party alleges a violation of Article 10 ("NO STRIKE, WORK STOPPAGE, OR LOCKOUT"), such party may waive Steps 1 through 3 and proceed immediately to arbitration before the American Arbitration Association.

ARTICLE 12: MERGER OR ACQUISITION

In the event that Hofstra University merges with or acquires any other educational institution or portion thereof, the faculty members of such educational institution who become employed by the University automatically shall become part of the bargaining unit set forth hereinabove in Article 2.2, provided that such faculty members are not then represented by another labor organization and further provided that the inclusion of such faculty members in this bargaining unit does not violate the law as it may be constituted.

ARTICLE 13: RELEASED TIME

Released time for the AAUP shall be apportioned as follows:

- (a) Fifteen (15) credit hours of released time per year shall be allocated to the AAUP to be apportioned in such proportions as it shall deem appropriate;
- (b) In addition, during the last year of this Agreement, the AAUP can buy an additional eighteen (18) credit hours of released time at the Adjunct Professor rate.

ARTICLE 14: UNION SECURITY AND CHECK-OFF

- 14.1 The AAUP and the Administration agree that any full-time member of the collective bargaining unit must pay such dues and assessments as are from time to time authorized and collected from the membership of the AAUP.
- 14.2 A member of the collective bargaining unit may request exemption by right of conscience from the payment of chapter dues and assessments by filing a written affidavit giving reasons for such objection to any participation in or support of collective bargaining activities on behalf of the Hofstra Chapter of the AAUP. Such affidavit shall be filed with the President of the University and the President of the AAUP and shall thereby exempt the collective bargaining unit member from the "Dues" provisions of this Agreement. Any such exempt person shall be required to contribute a sum equal to the dues to any campus

use such as scholarships and library, but not to be used to modify salaries. These monies shall be distributed by the Administration.

- 14.3 The AAUP shall submit to the Administration signed voluntary check-off authorization cards. Thereafter, the Administration shall deduct dues in twenty-four (24) equal installments from the faculty paychecks commencing September 1 of each year; if authorization is received after September 1, the dues shall be deducted in equal installments in the remaining pay periods of the fiscal year. The Administration shall remit the receipts to the AAUP within thirty (30) days after deduction.
- 14.4 Adjunct members of the collective bargaining unit are exempt from this clause. Their dues and assessments shall be paid directly to the Treasurer of the AAUP.
- 14.5 The Administration shall furnish to the Chapter each pay period a listing of all dues and service fees deducted from the salaries of members of the bargaining unit. The Administration shall transfer all dues and service fee deductions to the Chapter each pay period. When, upon receipt by the Chapter of a written claim, duplicate or improper dues or service fees deduction is found, refund shall be made to the claimant by the Chapter.

The Administration shall not be liable to the Chapter by reason of the requirements of this Article for the remittance or payment of any sum other than actual deductions made from the pay earned by the bargaining unit member.

If a faculty member fails to comply with the provisions of this Article, and following at least fourteen (14) calendar days' written notice to the faculty member, the Chapter may notify the University that said faculty member has not complied with the dues or service fees or conscientious objector section of this Article. Upon receipt of such written notification from the Chapter that it has observed all applicable provisions of this Article and that the faculty member(s) is in non-compliance with said Article, the Administration shall fine the faculty member an amount equal to five (5) full working days' base salary or the faculty member may choose to pay one hundred twenty-five percent (125%) of the current Chapter dues, fees, and special assessments in lieu thereof. The Administration shall use one hundred fifty (150) days per academic year as the basis for computing the deduction for the five (5) full working days. This provision may be invoked against a faculty member only once each semester.

A member of the bargaining unit who has authorized dues or service fees deductions may cancel such authorization by submitting to the payroll office

and to the Chapter written notice of cancellation no earlier than thirty (30) days prior to the anniversary date of the authorization, or the anniversary date of this Agreement, whichever comes first.

- 14.6 Indemnification. The Chapter shall indemnify and hold the University harmless from any and all liability resulting from any and all claims, demands, suits, or other actions arising from compliance with this Article 14. Indemnification shall include attorney's fees and the cost of litigation.

ARTICLE 15: SEPARABILITY

In the event that any provision of this Agreement, in whole or in part, is declared to be illegal, void, or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect.

ARTICLE 16: INTEREST SUCCESSION

All the terms and conditions of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

ARTICLE 17: NON-DISCRIMINATION CLAUSE

Neither party shall discriminate against any faculty member because of race, creed, color, national origin, physical disability, age, sex, marital status, sexual preference, or union activity.

ARTICLE 18: PERSONNEL FILES

- 18.1 Except as otherwise provided, a faculty member shall be entitled to review his/her personnel files from time to time, upon reasonable notice to and under the supervision of the Provost or other person or committee maintaining such files and shall have the right to include such additional information in his/her file as he/she considers necessary or desirable.
- 18.2 Confidential communications included in a faculty member's personnel file shall be identified and treated as confidential and the faculty member involved shall not be permitted to review such information unless such confidentiality is waived by the originator of such confidential communication. Upon request, the substance of the communication shall be forwarded to the faculty member

involved when, in the opinion of the Provost or other person or committee maintaining such files, the identity of the originator of such confidential communication shall not be revealed. The faculty member involved shall have the opportunity to respond in writing and shall be permitted to include such response in his/her official file. Any confidential material added to the file on or after February 1, 1977 must be stamped CONFIDENTIAL and the substance of such material shall be provided to the faculty member involved upon request.

ARTICLE 19: AFFIRMATION OF FULL DISCLOSURE

- 19.1 The Administration agrees that it shall provide the AAUP with the Treasurer's Annual Financial Statement, the Auditor's Certified Annual Report, the Approved Budget of the University (promptly after approval by the Board of Trustees), the University's Monthly Budget Reports and the Income and Direct Expenditure Report for each of the departments and schools. A sample monthly budget report and a sample income and expenditure report have been initialed by the parties.
- 19.2 For members of the bargaining unit, the Administration shall provide salaries, personnel changes, prospective personnel changes (appointment, reappointment, promotion, tenure, retirement, leaves), along with timetables for implementation of such prospective personnel changes. It shall also inform the AAUP in writing of any modifications of policies that shall directly or indirectly affect the faculty, and of any increases in aggregate salary for any faculty constituency. The material which the Administration is required to provide to the AAUP hereunder shall include but not be limited to the following:
- (a) Upon mailing an appointment letter to a new full-time faculty member, or an assignment letter to an adjunct faculty member, the Administration shall provide the AAUP with same, which shall include the name, mailing address, rank, base salary, effective date, and length of appointment of such new faculty member.
 - (b) Within 60 days after the start of each semester, the Administration shall provide the AAUP with a list of all full-time faculty members appointed for such semester, including the name, mailing address, and compensation.
 - (c) Within 30 days after the fact, the AAUP shall receive copies of notices sent to full-time faculty members that his/her appointment at Hofstra has been terminated for any reason whatsoever, including retirement, disability, or death.
 - (d) The Administration shall forward to the AAUP copies of all termination notices of full-time faculty members at the same time such notices are

sent to the faculty member.

ARTICLE 20: PAST PRACTICES

All well-established practices which benefit at least five (5) members of the bargaining unit in a significant manner shall be maintained, unless modified by this Agreement or by mutual consent. For cases involving fewer than five (5) faculty members, the Joint Standing Committee shall meet to resolve the problem.

ARTICLE 21: DEPARTMENT CHAIRPERSONS

- 21.1 In departments needing to choose a Chairperson, the procedures to be followed shall be either those specified in FPS 13 or a different procedure approved by the department for proposing candidates. Should the department choose to adopt a procedure other than FPS 13, the department shall first meet with the dean to explore with him/her the procedure it contemplates. The standard by which the department shall determine upon a procedure shall be the protection of both the department's rights to consultation and the dean's right to choose after having received the advice of the department members, while advancing the harmony and other best interests of the department, the school and the University. After the adopted procedure for recommendation of candidates by department members has been completed, the dean shall recommend his/her choice to the Provost, subject to the approval of the President and the Board of Trustees.
- 21.2 Chairpersons shall normally serve for not more than two consecutive three-year terms.
- 21.3 Chairpersons shall be evaluated annually according to the procedures established by the University Senate.
- 21.4 In the event either that two-thirds of the membership of a department petition the dean for removal of a chairperson or that the dean requests such removal, which petition or request shall state good cause, the dean shall meet with the department for explanation and exchange of views. If the petition or request is not thereupon withdrawn, the position shall be deemed vacant and the procedure set forth above for filling a vacancy shall be employed.
- 21.5 Where the University appoints an assistant or associate chair in a department, the person holding that position shall be a member of the bargaining unit and subject to the same evaluation and re-appointment procedures as regular faculty. Assistant or associate chairs may not take on the responsibility of the department chairperson in faculty personnel decisions. Although assistant or

associate chairs may assist the chair in developing course schedules and teaching assignments, assistant or associate chairs may not adjudicate disputes in respect to faculty assignments or schedules. Assistant or associate chairs shall retain all rights of faculty, including the right to serve on the DPC and/or FPB.

ARTICLE 22: ADJUNCT FACULTY AND SPECIAL FACULTY STATUS

22.1 Adjunct Faculty shall be designated as Adjunct Instructor, Adjunct Assistant Professor, Adjunct Associate Professor, and Adjunct Professor. The criteria for such adjunct faculty ranks shall be as set forth in the applicable Faculty Policy Series, as amended on or about November 15, 1982.

22.2 Adjunct faculty members covered by this Agreement shall not be permitted to teach more than eight (8) semester hours per semester.

Notwithstanding the foregoing, any adjunct faculty member covered by this Agreement who, as of December 31, 1991, was on the appointment list described in Article 5.5 of this Agreement and who has taught nine (9) or more semester hours in any two (2) of this last six (6) regular fall or spring semesters prior to December 31, 1991 may continue to be assigned nine (9) or more semester hours but not more than eleven (11) semester hours in any semester. Under this provision, however, no adjunct faculty member may teach more than the maximum number of semester hours taught by that adjunct faculty member in any of the last six (6) semesters prior to December 31, 1991.

Additionally, any adjunct faculty member whose total load, including regular teaching assignments as well as the on-load conversion of all per capita assignments and other professional responsibilities per Article 22.6, has exceeded the maximum teaching load (pursuant to this paragraph) applicable to that adjunct faculty member for any two (2) of the six (6) regular semesters preceding the Fall 1996 semester may, in any regular fall or spring semester, carry a maximum load equal to the lower of (a) three credits over the maximum teaching load applicable to that faculty member or (b) the highest number of semester hours taught, including the on-load conversion of all activities compensated by per capita and stipend payments, in the six (6) regular semesters preceding the Fall 1996 semester. In all other cases, the maximum total load shall be defined to be the maximum teaching load.

Notwithstanding, the fact that an adjunct faculty member covered by this collective bargaining agreement may be assigned nine (9) or more semester hours to teach in any regular fall or spring semester, such adjunct faculty member shall continue to have the status of an adjunct faculty member

covered by this Agreement, shall not be considered a full-time faculty member, nor shall such individual be granted the benefits and privileges, including tenure consideration, granted full-time faculty members. Nothing herein shall be interpreted or construed as a guarantee of hours or assignments for any adjunct faculty member.

- 22.3 The parties agree that whenever the academic or regular semesters are used with reference to adjunct faculty, unless specifically included, such semesters shall exclude the summer sessions and intersessions at the University.

In accruing time toward eligibility for health insurance, sick leave, tuition remission, promotion, seniority and longevity increases, however, the total number of credits taught may be used in lieu of the number of regular semesters taught; in converting credit hours to semesters taught, every five (5) credits taught at any time during the academic year shall be equivalent to a regular semester. The determination of eligibility shall be based on the figure (regular semesters taught or credits taught) that is most beneficial to the faculty member.

- 22.4 Currently teaching adjunct faculty shall have access to voice mail and e-mail accounts; reasonable effort shall be made to provide office space and computer access for the use of adjunct faculty. Adjunct faculty who meet the requirements of Article 2.2 but are not currently teaching may retain e-mail and library privileges.

- 22.5 Adjunct faculty shall have annual evaluations by the chairperson and peer review by the DPC during each of the first two years of teaching. Subsequent to the first two years, adjunct faculty shall continue to receive annual evaluations from the chairperson with peer review at least once every three years. Annual evaluations shall include a meeting with the Department Chairperson to discuss the review and the potential for the adjunct faculty member's continued association with the University.

- 22.6 (a) Adjunct faculty may be offered advisement and other professional responsibilities (e.g., clinical supervision, internship placement, participation in program evaluation and accreditation) in lieu of (or in addition to) regular classroom teaching and/or per capita assignments. Compensation for such professional responsibilities shall be at the faculty member's regular adjunct rate, with the expectation that thirty (30) hours of professional activity shall be completed for each one (1) semester hour of compensation. Except as provided in Article 22.2, the combination of teaching and other professional responsibilities shall not exceed the equivalent of eight (8) semester hours of teaching. Adjunct faculty compensated for such professional responsibilities shall be given the title of Professional Faculty Associate.

- (b) Even if the adjunct teaching limits specified by Articles 22.2 and 22.6(a) are exceeded, an adjunct faculty member shall be permitted to carry up to the equivalent of two (2) credits of per capita assignments in addition to two (2) regular courses. This two (2) credit limit applies regardless of the credit load of the courses being taught.

22.7 The title Special shall designate any full-time faculty appointment for less than the appropriate time period designated for regular full-time faculty by the Faculty Statutes (i.e., Special Instructor, Special Assistant Professor, Special Associate Professor, Special Professor).

Instructors who normally receive a one-year contract shall be designated "Special" when they receive a one semester contract. All ranks of the professorate who would normally receive a two-year contract shall be termed "Special" whenever the contract shall be less than two years.

Special appointments may be made when:

- a. a temporary replacement is needed for a regular full-time faculty member who is expected to return;
- b. a temporary replacement is needed for a vacant position for which a full search has not been successfully completed;
- c. enrollment, financial feasibility or changes in the direction of a program raise questions as to the continued availability of a position; or
- d. there are reservations as to an appointee's current qualifications, but it is anticipated that those qualifications shall meet expected criteria within the term of the appointment.

Special appointments are not to be offered when there is the presumption of continued appointment. Special appointments offered because of reservations about the appointee's current qualifications may only be renewed once.

Any faculty member hired on a special appointment shall be notified as to the limited nature of the appointment. If a faculty member receives more than one (1) consecutive special appointment, the faculty member shall receive notice of non-renewal as follows:

- a. At least three (3) months before the expiration of a second consecutive special appointment;
- b. At least six (6) months before the expiration of a third or subsequent consecutive special appointment.

If a faculty member with a regular faculty appointment is offered reappointment to a special rank rather than a regular rank, the faculty member must be

notified of non-reappointment to his/her regular appointment as per Faculty Statute V.E.2.b.

- 22.8 Administrators hired with teaching or equivalent library service responsibilities must go through the appointment and reappointment process as specified in Article 5 in respect to their teaching or library service assignments. Such administrators, except for those assuming the responsibilities of Department Chairpersons, shall have their teaching or library service annually evaluated by the Department Chairperson; annual evaluations shall include a meeting with the Department Chairperson to discuss the review and the potential for continued teaching or library service. All such administrators shall be annually reviewed for reappointment to their teaching or library service assignments by the DPC in each of their first two years and every third year thereafter. Should the administrator seek a promotion in professorial rank, the promotion shall be subject to the procedures specified in Article 5 of this Agreement.

ARTICLE 23: DURATION AND EFFECTIVE DATE

- 23.1 This Agreement shall be effective as of the first day of September, 2001 and shall expire on the thirty-first day of August, 2006.
- 23.2 The parties shall commence negotiations toward a new Collective Bargaining Agreement during the spring semester of 2006.

HOFSTRA UNIVERSITY

BY:

Stuart Rabinowitz,
President

NEGOTIATING COMMITTEE

Dr. Herman A. Berliner,
Provost and Senior Vice President
for Academic Affairs

Dr. Sylvia J. Giallombardo

Emil V. Cianciulli, Esq.

Dr. Ralph Polimeni

Dr. Sybil DelGaudio

**HOFSTRA UNIVERSITY CHAPTER
AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS**

BY:

Dr. Estelle S. Gellman,
President
Hofstra Chapter, A.A.U.P.

NEGOTIATING COMMITTEE

Dr. Nancy Kaplan

Dr. Aileen Michaels

Dr. Lonnie Stevans

Ms. Christine Wondolowski-
Gerstein

APPENDIX A

NEW COLLEGE

The responsibilities of the New College faculty being unique, the items below relate only to the New College Faculty.

I. Teaching Load

Members of the New College faculty who are full-time for an entire academic year and assigned the teaching load described below shall be called "Teaching Fellows."

The instructional load for the academic year for New College Teaching Fellows shall be as follows: 18 semester hours of classroom instruction, plus availability for the supervision of undergraduate Individual Projects (Tutorials) during the two regular semesters and their equivalents as listed below and as determined by the New College Personnel Committee (CPC), based upon other sections in this Collective Bargaining Agreement and past practices at New College consistent with this Collective Bargaining Agreement and the Statutes of the University:

- Seminars (including Special Seminars);
- Off-Campus Education Projects;
 - University Without Walls modes (including Contracts, credits-by-examination, and assessments of prior learning);
 - New College Master of Arts Program components (including Initial Studies, Contracts, Master's Theses);
 - Other equivalent faculty services.

The New College calendar contains 30 teaching weeks in the two regular semesters, plus four weeks of advisement, orientation, evaluation, and development. New College classes meet four days a week, generally between 9:00 a.m. and 6:10 p.m. Other class times are determined by program needs and faculty teaching load obligations. During these 34 weeks, the Teaching Fellows shall be available for classroom teaching, Individual Projects supervision, the supervision of Student Initiated Projects, advisement, and activities peculiar to New College Programs, and as listed above.

II. Teaching Fellow Compensation

Compensation for New College Teaching Fellows shall be as follows: base salary supplemented by a percentage of ten percent (10%) of base salary to cover the longer academic year, longer teaching week and day, and diversity of teaching responsibilities. Annual salary increments shall be added to the base salary before computation of the ten percent (10%) New College Teaching Fellow salary supplement.

Overload compensation for Teaching Fellows shall be in accord with other provisions of this Agreement and shall be consistent with the overload compensation of other full-time members of the University's faculty included in this Agreement, and also consistent with past practices at New College, as accepted by the New College Personnel Committee.

III. Appointment of New College Teaching Fellows

The appointment of a University faculty member as a Teaching Fellow is annual and may be renewed on an annual basis. Teaching Fellows carry University faculty ranks and have contracts as University faculty consistent with this Agreement and the Statutes of the University.

Faculty Personnel decisions shall be made in a manner consistent with other provisions of this Agreement, the Statutes of the University, the policies of the New College Personnel Committee, and past practices affecting New College faculty in accord with this Agreement, the Statutes of the University and the policies of the New College Personnel Committee.

APPENDIX B

LIBRARY

I. Work Schedules: The normal work week for full-time Library faculty shall be thirty-five (35) hours, except for (a) the period beginning the Monday before Memorial Day and extending thereafter for thirteen (13) weeks, during which time the normal work week shall be thirty-two and one half (32.5) hours, (b) weeks that include University holidays and extended holiday weekends, the Thanksgiving recess, Christmas/New Year recess, Spring recess, Spring break, and (c) weeks in which a Library faculty member takes non-work days and (d) weeks in which a Library faculty member's weekly hours differ from the above pursuant to other provisions of this Appendix.

The normal workday for Library faculty shall be seven (7) working hours, except for the period beginning the Monday before Memorial Day and extending thereafter for thirteen (13) weeks, during which the work day shall be six and one-half (6 ½) working hours.

- (a) In consultation with the faculty and with consideration for departmental and individual faculty needs, the Department Chairperson shall be responsible for developing faculty schedules and implementing departmental and Library priorities. Schedules shall be made reasonably and fairly with timely notification to faculty. By August 15 and February 15 of each year, Library faculty shall receive notification of the number of days they are projected to work in each of the subsequent six (6) months. Library faculty shall receive notification of the specific days on which they are scheduled to work each month by the end of the second week of the preceding month, with prior notice and discussion if there are substantial changes from the schedule requested by the faculty member. It is understood that, with the approval of the Department Chairperson, schedules may be modified to accommodate emerging needs of the Library and/or faculty member. Faculty may make requests for specific non-work days up to one year in advance; Department Chairpersons shall respond, in writing, within three weeks of receipt of the request and must provide a reasonable explanation if the request is denied. The schedule approved by the Department Chairperson shall serve as the basis for calculating the days allotted to sick leave, bereavement and jury duty. If the schedule has not yet been approved, the days allotted to sick leave, bereavement and jury duty shall be determined by assuming that the faculty member would have worked each successive workday (excluding weekends, intersessions, the Thanksgiving recess, the Christmas/New Year recess, Spring recess, Spring break, and University Holidays) until s/he had completed his/her required number of annual workdays.
- (b) 1. Full-time Library faculty with reference responsibilities (including reference responsibilities in the Curriculum Materials Center and the Government

Documents area) who do not volunteer for extended weekend and/or evening responsibilities shall be guaranteed the following limitations on their work schedule:

- a. Saturday duty no more than once per month.
 - b. Saturday duty only during the Spring and Fall semesters.
 - c. No Saturday duty during summer sessions, intersessions, the Thanksgiving recess, January intersession, Christmas/New Year recess (extending from the day after the last undergraduate final examination until the first work day after New Year's Day), Spring recess, Spring break, and holiday weekends including: Labor Day, Easter, Memorial Day and Independence Day. In addition, no full-time Library faculty shall be required to return from a vacation for Saturday duty.
 - d. No Sunday duty.
 - e. Evening duty no more than once a week and only during class and examination periods. If special activities (e.g. training sessions, bibliographic instruction, or workshops) require that a Library faculty member work an additional evening, the Library faculty member shall, at the option of the Library faculty member, receive overload compensation or compensatory time; within the limits specified in Article 6, compensatory time may be banked for up to two (2) years.
2. Full-time Library faculty who do not have reference responsibilities included in their assignments shall not normally be required to work on weekends or evenings. Such assignments shall only be made with the agreement of the faculty member involved.
 3. Notwithstanding the above, all full-time faculty may be asked to work additional evenings and/or weekend days or during an intersession, recess, break or on a University holiday in case of emergency or when substitutes are needed for persons ill or on vacations. Additionally, all appropriate full-time Library faculty and Library administrators shall be present as Library resource persons on the following days: College-For-A-Day, Homecoming Weekend, Junior Open House and Accepted Students' Day.
- (c) The University may provide released time or a stipend to compensate Library faculty for work on assignments for the University. Library faculty receiving released time for such assignments shall be released from one-eighteenth

(1/18th) of the required number of work days, i.e., ten and one-half (10 ½) days per year, for each semester hour of released time. Stipends shall be in accord with the provisions of Article 6.4 of this Collective Bargaining Agreement.

- (d) Holiday Compensation: No full-time Library faculty member shall be required to work on a University holiday. Full-time Library faculty who work on a University holiday with the approval of their Department Chairperson shall receive, at the option of the faculty member, either compensatory time or overload compensation. Overload compensation or compensatory time shall be calculated at time and a half. In no case, however, shall a full-time Library faculty member who completes his/her scheduled Holiday assignment be compensated for less than four hours of work at time and a half.

The Department Chairperson shall develop holiday schedules in a fair and equitable manner.

- (e) Inclement Weather and other Emergency Situations:

1. The Library shall normally be closed when academic administrative offices are closed.
2. Library faculty shall not be required to report to work when classes are canceled prior to the start of their scheduled workday because of inclement weather or other emergency situations:
 - a. Library faculty scheduled to work who do not report for work shall receive credit for having completed their regularly scheduled hours only if academic administrative offices are closed;
 - b. Faculty coverage of Library services shall be on a voluntary basis if, due to inclement weather or other emergency situations:
 - i. A decision to close academic administrative offices or to cancel classes is made prior to the normally scheduled opening of the Library or
 - ii. On a weekend, a decision to cancel scheduled weekend events and classes, if any, is made prior to the normally scheduled opening of the Library.

In September of each year, the Department Chairperson, in consultation with the full-time Library faculty, shall develop a prioritized list of Library faculty (both full-time and adjunct) to be called for voluntary duty in such situations.

If academic administrative offices are closed, compensation for voluntary duty shall be in addition to the faculty member's normal compensation for any hours s/he was scheduled to work that day. All full-time Library faculty who work in response to a call for voluntary duty shall receive compensatory time or overload compensation for the voluntary duty, at the option of the faculty member, as follows:

- i. Overload payment shall be at the rate of one and one half (1.5) times the faculty member's regular overload rate; if, due to curtailed hours or an early closing, the faculty member works less than four (4) hours, the faculty member shall be compensated for four hours of work at one and one-half (1.5) the faculty member's regular overload rate.
 - ii. If the faculty member chooses compensatory time, the faculty member shall earn one and one-half (1.5) hours of compensatory time for each hour worked; if, due to curtailed hours or an early closing, the faculty member works less than four (4) hours, the faculty member shall receive credit for one (1) regular workday.
3. On days when academic administrative offices are open but the opening of the Library is delayed due to inclement weather or other emergency situations, full-time Library faculty who were scheduled to report to work earlier than the delayed opening time shall receive credit for having completed their scheduled hours for the day if they report to work at the time of the delayed opening and leave at their scheduled time or, if academic administrative offices close earlier, at the closing time designated by the University.

If there is a delayed opening of the Library on weekends, Library faculty who were scheduled to report for work earlier than the delayed opening time shall receive credit for having completed their scheduled hours if they report to work at the time of the delayed opening and leave at their scheduled time or, if the Library closes earlier, at the closing time designated by the University.

4. If, after a Library faculty has reported for work as scheduled, academic administrative offices are closed due to inclement weather or other emergency situations, the faculty member shall receive credit for having completed his/her scheduled hours for the day if s/he leaves at the time that academic administrative offices close.

If the Department Chairperson notifies a faculty member not to report for

work because of an announced early closing of academic administrative offices, the faculty member shall be credited for having completed his/her scheduled hours for the day.

If the Library is closed early on weekends, Library faculty who were scheduled to work shall receive credit for having completed their scheduled hours if they (a) report to work at their regularly scheduled time or, if there is a delayed opening, at the time of the delayed opening and (b) leave at the closing time designated by the University.

5. Library faculty shall not be required to work on weekends when scheduled events and classes, if any, are canceled prior to the start of their scheduled workday because of inclement weather or other emergency situations; Library faculty scheduled to work who do not report for work shall receive credit for having worked their scheduled hours.

II. Work Year:

- (a) Full-time Library faculty shall work 190 days distributed throughout the academic year. The distribution of days shall be made reasonably and fairly, with consideration for departmental and individual faculty needs and with timely notification to faculty. Full-time Library faculty shall not be required to work during the Christmas/New Year break, the week of Spring break, the Spring recess, and the period between the last day of undergraduate finals at the end of summer session II and the first day of undergraduate classes in the fall semester.
- (b) If a faculty member does not complete his/her 190 workdays, the faculty member shall re-pay the days owed within two years of the end of the academic year in which the shortfall occurred. A full-time Library faculty member who owes days to the University must arrange to repay those days prior to the termination of his/her employment at the University.
- (c) Except in those cases where a faculty member is re-paying time owed to the University, assignments above 190 days per academic year shall be referred to as overload assignments. Overload assignments may be compensated through either overload pay at the rates specified in this Agreement or by compensatory time. When compensatory time is taken after the completion of the academic year in which the overload assignment was completed, the process of carrying over the time to another academic year shall be referred to as banking.

All overload assignments must be approved by the Department Chairperson and may include days allocated to provide an appropriate balance of adjunct and full-time Library coverage, to provide coverage in case of illness or emergency situations, to complete time-intensive assignments, to complete special

assignments and/or to provide coverage at times when full-time Library faculty are not required to be on duty. When the assignment requires funds in excess of those budgeted, the approval of the Dean is also required and the faculty member shall be so notified. The faculty member shall receive timely notification, in writing, of the Chairperson's decision and, if necessary, the Dean's decision.

Library faculty shall not be required to take overload assignments nor are they guaranteed overload assignments; a faculty member who wishes to complete an assignment on an overload basis must have the prior approval, in writing, of the Department Chairperson.

When a Library faculty member is given an overload assignment, the faculty member shall be compensated, at his or her election, either by overload payment, compensatory time, or the banking of time up to the limits specified herein.

With the approval of the Department Chairperson, the Dean and the Provost (as per Article 6.5), full-time Library faculty members may bank up to thirty-one and one-half (31.5) days per academic half-year for a maximum of ninety-four and one-half (94.5) days for up to three (3) years from the end of the academic half-year in which they were accrued. If the full-time Library faculty member has not used those days by the end of the three-year period, or leaves the University prior to using accumulated banked days, s/he shall receive overload compensation for the accumulated days at the overload rate in effect when the days were accrued.

The faculty member may, at any time, choose to convert banked time to overload compensation at the rate in effect when the time was accrued.

- (d) A regular Library faculty member appointed at the rank of instructor who begins full-time service between September 1 and October 31 of an academic year shall receive an initial contract that expires at the end of that academic year. A regular Library faculty member appointed at the rank of assistant professor or higher who begins full-time service between September 1 and October 31 of an academic year shall receive an initial contract that expires at the end of the next academic year.

A regular Library faculty member appointed at the rank of instructor who begins full-time service between November 1 and March 31 of an academic year shall normally receive an initial contract that expires on December 31 of the next academic year. Regular Library faculty members appointed at the rank of assistant professor or higher who begin full-time service between November 1 and March 31 of an academic year shall receive an initial contract that expires on December 31 of their third academic year of service.

A regular Library faculty member appointed at the rank of instructor who begins full-time service after March 31 of an academic year shall receive an initial contract that expires on August 31 of the next academic year. Regular Library faculty members appointed at the rank of assistant professor or higher who begin full-time service after March 31 of an academic year shall receive an initial contract that expires on August 31 of their third academic year of service.

Subsequent to the completion of their first contract, all regular Library faculty appointed at the rank of instructor shall receive one-year appointments and all regular Library faculty appointed at the rank of assistant professor or higher shall receive two-year appointments. Library faculty with special appointments may receive contracts of shorter duration; special appointments are subject to the provisions of Article 22 of this Collective Bargaining Agreement.

- (e) The number of workdays required of full-time Library faculty who are hired to commence work between September 1 and before October 31, or after March 31, shall be prorated for the period of time until August 31 of their first year of work; the number of workdays required of full-time Library faculty hired to commence work between November 1 and March 31 shall be prorated for the period of time until December 31 of their first year of work. The number of workdays required shall be stated in the contract they sign and shall be based on the number of months in the prorated period as per Schedule A below.

Schedule A

11 months of service	=	174 work days
10 months of service	=	158 work days.
9 months of service	=	142 work days
8 months of service	=	127 work days
7 months of service	=	111 work days
6 months of service	=	95 work days
5 months of service	=	79 work days
4 months of service	=	63 work days
3 months of service	=	47 work days
2 months of service	=	32 work days
1 month of service	=	16 work days
½ month of service	=	8 work days
1 week of service	=	4 work days

As of their first contract renewal, these faculty shall have the same required number of work days per year as all other full-time Library faculty.

Temporary full-time Library faculty with appointments of four (4) months or less shall be required to work five normal workdays a week as per Section I. of this Appendix B, except for University holidays and days on which academic

department offices are closed for inclement weather or other emergencies, and shall earn vacation days at the rate of 2.1 days for every twenty (20) days worked. If a temporary appointment is renewed within four (4) months of termination, the required number of workdays in the renewal shall be determined on the basis of Schedule A.

- (f) If a Library faculty member begins full-time service between September 1 and October 31 of an academic year, that faculty member's tenure probationary period shall begin as of September 1 of that academic year; if a Library faculty member begins full-time service between November 1 and March 31, the tenure probationary period shall begin as of January 1 of that academic year. Library faculty who begin full-time service after March 31 of an academic year shall begin their tenure probationary period as of September 1 of the next academic year.

III. Professional Development and University Service:

- (a) Full-time Library faculty are expected to fulfill their scholarship and professional development activities on their non-work days. Travel or expense reimbursement for attendance at conferences and professional meetings shall be in accord with Article 6.16 of this Collective Bargaining Agreement, FPS #24 and other University policies governing faculty travel.

When the Department Chairperson or the Dean asks a faculty member to participate in workshops, conferences, demonstrations, etc., directly related to the current duties of the Library faculty member, days spent in these activities shall be considered as work days. A faculty member may bring activities of this nature to the attention of the Department Chairperson and the Dean for such consideration. Library faculty shall receive travel and expense reimbursement for attendance at these activities in accordance with FPS #24 II (full reimbursement). Attendance at activities covered by this paragraph must be initiated or approved by the appropriate Department Chairperson and the Dean.

- (b) Although Library faculty members may participate in University service activities during work days, such activities shall not exempt a Library faculty member from the completion of his/her Library responsibilities.
- (c) Full-time Library faculty shall be eligible for Special Leave on the same basis as teaching faculty as per Article 6.15 of this Agreement and FPS #22.
- (d) Full-time Library faculty shall also be eligible for General Leave in accord with Article 7 of this Agreement and FPS #21, with the understanding that Library faculty appointed prior to the completion of a second graduate degree shall qualify for the same benefits in Article 7.15 as teaching faculty appointed prior to the completion of a doctorate. In calculating leave time, each one (1) credit

of leave shall be equivalent to 10.5 workdays.

IV. Sick Leave, Bereavement Leave and Jury Duty

- (a) Sick leave shall be in accord with Faculty Policy Series #20 except that, in the Library, sick leave shall be expended throughout the year in days. Days on which the Library faculty member was not scheduled to work shall not be included in the calculation of sick leave. The faculty member's schedule as per Section I. (a) of this Appendix shall be used to determine the number of remaining workdays required of the faculty member upon return from sick leave. If the verification requested pursuant to Article 7.12 (a) of this Collective Bargaining Agreement is not provided, the sick day(s) for which the faculty member was out shall not be charged against sick leave nor count as workdays.
- (b) In the event of the death of a Library faculty member's spouse, same-sex domestic partner, parent, sibling, parent-in-law, child (including stepchild, foster child or legally adopted child or the child of a Library faculty member's same sex domestic partner), a leave of absence of one (1) week from the date of death shall be granted to the bereaved Library faculty member; any previously scheduled workdays falling within that period shall be counted as workdays in fulfilling the faculty member's 190 day workyear.
- (c) Full-time Library faculty shall be expected to make every attempt to schedule jury duty assignments during the January and summer sessions. When a Library faculty member must miss previously scheduled workdays because of jury duty, the scheduled workdays spent in jury duty shall count as workdays.
- (d) It is understood that, although full-time Library faculty shall not be required to make up the workdays missed due to bereavement or jury duty as per the above, they shall be expected to complete their professional responsibilities.

V. Adjunct Library Faculty

Adjunct Library faculty are defined as those employed for less than the equivalent of one-hundred forty-two (142) workdays (as defined in Section II of this Appendix) a year. Adjunct faculty shall not work more than thirty-one (31) hours per week nor one thousand (1,000) hours per academic year. They shall have the same ranks as part-time teaching faculty, in addition to a graduated salary scale based on rank and years of service.

- (a) Promotion: Upon receipt of a second graduate degree, an Adjunct Instructor in Library Services shall automatically be promoted to the rank of Adjunct Assistant Professor of Library Services.
- (b) Health/Life Insurance Benefits: An adjunct Library faculty member may

participate in the University health insurance and life insurance plans, provided that he/she pays all the necessary premiums and satisfies all requirements of the insurance carriers. These benefits shall be available only if there is no additional cost to the University. However, any adjunct Library faculty member who has completed at least sixteen (16) semesters or 5,880 hours of service shall be eligible for either (i) individual and family coverage under the University's Hospitalization plan on the same basis as full-time faculty members, or (ii) a credit equal to the cost of the Hospitalization plan plus up to one hundred twenty dollars (\$120) per month toward the cost of one of the alternative health maintenance or point-of-service medical/hospitalization plans. Additionally, any adjunct Library faculty member who has completed at least forty (40) semesters or 14,700 hours of service shall be eligible for either (i) individual and family coverage under the University's Hospitalization plan on the same basis as full-time faculty members, or (ii) a credit equal to the cost of the Hospitalization plan plus up to one hundred twenty dollars (\$200) per month toward the cost of one of the alternative health maintenance or point-of-service medical/hospitalization plans.

- (c) Tuition Remission: After completing at least four (4) semesters or 1,470 hours of service, adjunct Library faculty shall be eligible for one (1) course per semester free of tuition for self, spouse, same-sex domestic partner, and children. After at least eight (8) semesters or 2,940 hours of service this shall be increased to two (2) courses per semester free of tuition for self, spouse, same-sex domestic partner, and children. After at least sixteen (16) semesters or 5,880 hours of service this shall be increased to three (3) courses per semester free of tuition for self, spouse, same-sex domestic partner, and children. After at least thirty (30) semesters or 11,025 hours of service this shall be increased to four (4) courses per semester free of tuition for self, spouse, same-sex domestic partner, and children. This benefit has the same restrictions as those applied to adjunct teaching faculty.
- (d) Compensation for Holidays and Days on which the University is Closed for Inclement Weather and other Emergency Situations: An adjunct Library faculty member shall receive compensation for his/her usual work schedule in the following situations:
1. If the Library is closed for a holiday or other reasons determined by the University, including official closing of academic administrative offices or cancellation of scheduled weekend events and classes, if any, due to inclement weather or other emergency situations on their normally scheduled workday, or

2. If, on his/her normally scheduled workday, academic administrative offices are open but the opening of the Library is delayed due to inclement weather or other emergency situations and the faculty member reports to work at the normal opening and leaves at his/her scheduled time or, if academic administrative offices are closed earlier, at the closing time designated by the University, or
3. If, after the adjunct faculty member reports to work, academic administrative offices are closed due to inclement weather or other emergency situations and the faculty member leaves at the time that academic administrative offices close, or
4. If, due to inclement weather or other emergency situations, the Department Chairperson notifies a faculty member not to report for work because of an announced early closing of academic administrative offices.

An adjunct Library faculty member who works on a University holiday or a day on which the Library is voluntarily staffed due to inclement weather or other emergency situations shall, in addition to compensation for any hours s/he was scheduled to work that day, receive overload compensation at time and one-half the applicable Adjunct rate.

(e) Vacation Compensation:

All adjunct Library faculty continuously employed for two (2) years or more shall receive as compensated vacation time per year three (3) times their average weekly hours based on the prior calendar year.

(f) Medical Leave: All adjunct Library faculty shall receive compensated medical leave based on their normally scheduled workdays. The following compensated medical leave timetable shall be used:

First 2 years or up to and including 1,470 hours of service	1 normally scheduled workday per academic year
3rd and 4th years or from greater than 1,470 hours of service up to and including 2,940 hours of service	3 normally scheduled workdays per academic year

5th, 6th, and 7th years or from greater than 2,940 hours of service up to and including 5,880 hours of service		5 normally scheduled workdays per academic year
8th through 14th years or from greater than 5,880 hours of service up to and including 10,290 hours of service		10 normally scheduled workdays per academic year
At least 15th year or greater than 10,290 hours of service		15 normally scheduled workdays per academic year

Compensated medical leave shall have no monetary value on termination, death or retirement. In the event of the death of an adjunct librarian's spouse, same-sex domestic partner, parent, sibling, parents-in-laws, child (including stepchild, foster child, legally adopted child or the child of the adjunct faculty member's same sex domestic partner), a leave of absence of up to three (3) scheduled days from the date of death with pay shall be granted to the bereaved Library faculty member. The number of scheduled days off shall be determined based on the adjunct librarian's schedule during the three (3) calendar days from the date of death; the adjunct library faculty member shall be compensated for any regularly scheduled workdays falling within that three (3) day period.

VI. Hourly Compensation Schedule for Adjunct Library Faculty and for Full-time Library Faculty Overload

Adjunct Library faculty and full-time Library faculty who are receiving overload compensation for Library duties other than those for which other rates are specified in section VII. of this Appendix shall be paid hourly wages according to a graduated scale based on rank and years in service at the University as follows:

Years of Service	Adjunct Instructor	Adjunct Assistant Professor	Adjunct Associate Professor	Adjunct Professor
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First 2 Years	\$25.80	\$30.15	\$34.43	\$38.36
3rd and 4th Years	\$30.15	\$34.43	\$38.74	\$43.01
5 Years or more	\$32.34	\$36.60	\$40.91	\$47.32

The hourly rates for adjunct library faculty and overload shall increase on September 1, 2002 and September 1 of each subsequent academic year covered by this Collective Bargaining Agreement by the percentage increase applicable to the teaching faculty as per Article 8 of this Collective Bargaining Agreement. In order to accord the adjunct library faculty an increase in compensation commensurate with the ten dollar (\$10) per credit increase accorded the adjunct teaching faculty in the 2003-2004 academic year, all adjunct library faculty shall receive a bonus of fifty cents (\$.50) per hour in the 2003-2004, 2004-2005 and the 2005-2006 academic years in addition to the percentage wage increase.

VII. Compensation for Teaching:

- (a) Library Research Classes: Library research classes offered by Library faculty for students enrolled in courses for which faculty in other academic departments have teaching responsibility shall be considered as part of a Library faculty member's regular Library responsibilities. If the work is done as part of a Library faculty member's regularly scheduled workdays, no additional compensation will be given for this work. In those cases where a Library faculty member is requested to give a research class in addition to his/her regularly scheduled workdays, s/he will be compensated, at the election of the faculty member, either by overload compensation or compensatory time that may be banked as per Section II. (c) of this Appendix. Overload compensation for these research classes shall be in accord with the rates specified in section VI. of this Appendix.
- (b) Workshops: For purposes of this Appendix, workshops shall refer to classes taught by Library faculty for which the students pay tuition but do not receive degree credit (e.g., the workshops currently offered to the students in the Zarb School of Business and the School of Education). Library faculty who teach these workshops as part of their regularly scheduled workdays shall not receive additional compensation for this work. In those cases where a Library faculty member teaches a workshop in addition to his/her

regularly scheduled workdays, the credits earned by full-time and adjunct faculty shall be calculated on the basis of the formula currently in effect. A full-time faculty member shall be compensated for the credits earned either by overload compensation or compensatory time that may be banked. Overload compensation for the credits earned shall be in accord with the overload rates specified in Article 8.10; adjunct faculty shall receive a base rate for adjunct teaching that is no lower than the minimums specified in Article 8.9 and is commensurate with their experience and qualifications.

- (c) Credit-bearing Courses: All Library faculty may apply to the Library DPC and the Chairperson of Reference Services for assignments to teach credit-bearing courses. Such assignments shall be made following the procedures outlined in Articles 5.4 and 5.5 of this CBA. When assigned to teach courses for which students receive degree credit:
1. Full-time Library faculty may, at the faculty member's option, elect (i) overload compensation for these assignments, (ii) include these assignments as part of their annual 190 day workyear or, (iii) with the permission of the Department Chairperson, the Dean and the Provost, bank the time accrued in those assignments.
 - a. Full-time Library faculty who receive overload compensation shall be compensated on the basis of the overload rates specified in Article 8.10 of this Agreement for teaching faculty.
 - b. If the teaching is done as part of a Library faculty member's 190-day workyear, no additional compensation will be given for this work.
 - c. If the faculty banks the time, the time banked, in combination with all other time banked by that faculty member, may not exceed the equivalent of the number of credits specified in Article 6.5 of this Agreement.
 2. An adjunct Library faculty member shall be compensated at an adjunct teaching rate per credit commensurate with his/her experience and qualifications if requested to teach a credit-bearing course or workshop (per Section VII (b) of this Appendix). Teaching assignments shall be made only with the agreement of the faculty member involved.