

Collective Bargaining
Agreement

By and Between

HOFSTRA UNIVERSITY

-and-

THE HOFSTRA CHAPTER OF THE
AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS

September 1, 2011 - August 31, 2016

Hempstead, New York

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AGREEMENT
between
HOFSTRA UNIVERSITY
and
THE HOFSTRA CHAPTER OF THE
AMERICAN ASSOCIATION OF
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 Article 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, Health and Human Services, 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 Role of AAUP. The Administration hereby recognizes the AAUP as sole and exclusive bargaining agent for the faculty and professional faculty librarians (as defined below).
- 2.2 Groups in Bargaining Unit. 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 teaching in the current academic year or who are on approved leave as provided in Article 7.18 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 Groups Excluded from Bargaining Unit. 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 Article 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 and Medical 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 Eligibility to Represent Faculty. 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, except that there may be one representative each from the Medical School and the Law School faculty.

ARTICLE 3: FACULTY STATUTES AND FACULTY POLICY SERIES

- 3.1 Role of FS and FPS. 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 Parties Bound by FS and FPS. 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 Amendments to FS or FPS. 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 Process for Amending FS or FPS. 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 ninety (90) days after submission to the President.
- 3.5 Reservation of Management Rights. 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 Agreement between University and AAUP. 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 Incorporation into Faculty Contracts. 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 make copies of this Agreement, the FS and the FPS available on its website.
- 4.3 Other Organizational Structures. 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 Right of AAUP to Conduct Business. 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 Right of AAUP to Communicate with Faculty. 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 AAUP Office and Meeting Space. 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 AAUP Departmental Support. 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 Structure of Joint Standing Committee. 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 Procedures for Appointment, Non-Appointment, Promotion and Tenure. 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 the Library, the general steps which all the above personnel recommendations shall follow shall be:

1. Departmental Personnel Committee (DPC) or Ad Hoc Tenure Committee and Department Chairperson make a recommendation to the
2. Dean, who
 - a. Refers it to the College or Division Faculty Personnel Board (FPB) for a recommendation back to the Dean:
 - (1) in all tenure cases; or
 - (2) 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
 - (3) if the DPC's and the Department Chairperson's recommendations disagree on initial appointment; or
 - (4) if the Dean seeks advice or indicates preliminary disagreement with the DPC's and Department Chairperson's recommendations, which recommendations are in agreement.
 - b. Makes a recommendation to the
3. Provost, who
 - a. Refers it to the University Appeals Board (UAB) for a recommendation back to the Provost:

- (1) 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
 - (2) if there is disagreement between the Dean's and FPB's recommendations; or
 - (3) if the Provost seeks advice or 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.
- b. Makes a recommendation to the
4. President; who makes a recommendation to the
 5. Board of Trustees.
 6. Personnel Review Procedures.

Committees and administrators reviewing a case shall review a case independent of the opinions about that case of committees or administrators who will review the case at a later step.

Beginning with the 2012-2013 academic year, all appropriate materials (e.g., vitae, personal statements, articles, CTR ratings) shall be posted on a Blackboard site that is accessible only by the appropriate personnel committee or designated recommender at the specific time that the committee or individual is reviewing the personnel matter. The Blackboard discussion and chat capability functions will also be available for use during this period.

Where a signature or written consent is required by the provisions of this Agreement, a person may provide his or her signature or written consent (or non-consent) by e-mail, provided that the e-mail shall originate from the sender's Hofstra e-mail account. Such e-mail shall be attached to the document when circulated during the review process.

- 5.2 (a) DPC Formation Procedures. By September 1 of each academic year the Department Chairperson shall invite all eligible members of each department to serve on a Departmental Personnel Committee (DPC). Those eligible to serve include 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.

Eligible members must indicate their willingness to serve in writing; by agreeing to serve, members agree to regularly attend meetings of the DPC and to participate in the array of matters before the committee. By the second week of the Fall semester, the Department Chairperson shall notify the department faculty, in writing, of the DPC membership and shall convene the first meeting of the DPC, at which time the members of the DPC shall elect a Chairperson from among the tenured members of the committee. The Department Chairperson shall inform the Dean and the AAUP, in writing, of the faculty serving on the DPC and the name of the DPC Chairperson.

Eligible faculty on leave during the fall semester may elect membership in the DPC in the fall as specified above or may elect membership in the spring by notifying the Department Chairperson and the Chairperson of the DPC by the end of the second week of the Spring Semester. Once formed, a faculty member who has not elected to be a member of the DPC may neither participate in DPC deliberations nor vote on DPC recommendations.

The DPC must include at least three (3) faculty members. 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. If there are no tenured faculty in a department, the full-time faculty in the department shall choose a DPC Chairperson from among the tenured faculty in a related department. A representative to the FPB from another department in the same academic unit is ineligible to serve on the DPC.

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 or someone who is or was 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. In addition, a not-yet-tenured faculty member on the DPC shall not be eligible to serve on cases of reappointment when (1) the years of service of the candidate is equal to or greater than the faculty member and/or (2) the candidate is standing for reappointment at the same time as the faculty member. A department's representative to the FPB may serve on the department's DPC.

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 shall be deemed a department.

- (b) SUS Procedures. Procedures governing faculty previously assigned to the School for University Studies (SUS) are as follows:
- A. Each SUS faculty member, except those faculty members who have signed irrevocable agreements to retire, has an academic title for the cognate department to which s/he is assigned and is expected to meet all existing standards for reappointment, tenure and promotion in the cognate department. The standards applicable to the faculty member are those approved by the cognate department. When SUS faculty are evaluated for personnel decisions by the DPC or Ad Hoc Tenure Committee, the DPC or Ad Hoc Tenure Committee shall include at least one (1) SUS faculty member eligible to sit on a DPC.
 - B. Responsibilities of SUS Full-time Faculty (SUS Fellows) are as follows:
 - 1. Teaching of at least ½ teaching load in SUS unless there is a sufficient coverage of SUS courses and appropriate courses available in the cognate department;
 - 2. Advisement in SUS comparable to normal advisement load of Hofstra faculty;

3. Research/scholarship as required in cognate department;
 4. Normal service responsibilities in cognate department, taking into account responsibilities in SUS;
 5. Availability for scheduled SUS meetings.
- C. Efforts will be made to find sufficient coverage of SUS courses to enable SUS faculty who wish to fulfill their teaching load requirements in the cognate department to do so. Full-time SUS faculty shall no longer be required to do individual student interviews but shall be expected to participate in normal recruitment activities; compensation for service beyond that normally expected of faculty, including but not limited to admissions and recruitment, will be guided by Section 6.4 of the CBA.
- D. In the Fall of 2011, a committee of two SUS faculty and two administrators shall be formed for the purpose of reviewing the current administrative and personnel procedures used for SUS faculty and recommending any changes deemed appropriate. In the Spring of 2012 the JSC shall review the recommendations and determine whether they should be adopted.

5.3 Departmental Standards. 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 A. The Department Chairperson and/or the Dean shall call initial meetings of the DPC to deal with pertinent matters.

- 5.4 (a) Procedures for DPC Recommendations. 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. In deliberating on a candidate, the DPC shall consider all relevant material, including the material submitted by the candidate, annual evaluations, prior personnel recommendations, course and teacher ratings and peer observations, signed written communications about the candidate submitted to the committee and any oral testimony provided to the committee; anonymous communications and information received from secondary sources may not be used unless there is a credible and reasonable basis for concluding that the material is truthful and accurate. Should the DPC wish to obtain additional information from other individuals who have knowledge of the candidate, those individuals should be asked to attend a meeting of the committee or to comment in writing. The Department Chairperson shall make available to the Chairperson of the DPC one copy of all peer review reports as well as prior DPC recommendations, prior Chairperson recommendations and annual evaluations. This material is confidential and is for the use of the DPC members solely during their deliberations. The review process shall include consultation with the Department 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 (or approved in an attached e-mail message) 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 with 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; candidates who will not be recommended for the position 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) Library Procedures. 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 23 of this Agreement.

- 5.5 Procedures for Adjunct Faculty. 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. Where two or more adjuncts are equally qualified to teach a course, the course shall be assigned to the most senior adjunct. Seniority between adjuncts is based on the first date the faculty member taught at Hofstra as an adjunct. For emeriti who have joined the adjunct pool, seniority is based on the first date the faculty member taught at Hofstra as an adjunct, and one half of the service time the adjunct taught as a full-time faculty member. This formula shall apply if the faculty member commences teaching as an adjunct within two years of retirement. If the faculty member does not commence teaching within two years of retirement or has a break of more

than one semester in service, for purposes of any future assignments, no credit shall be given for full-time 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.

The Department Chairperson shall inform adjunct faculty of assignment and non-assignment of courses in a timely manner, but in no event later than the first day of the student registration period for the semester in which the class is to be offered, absent extenuating circumstances. It is understood that assignment of the course does not guarantee that the course shall be offered or that the course will not be reassigned due to the cancellation of another course.

An adjunct faculty member with up to eight (8) semesters of service (excluding January and Summer Sessions), or the equivalent in credits taught as specified in Article 24.3, may be removed from the appointment list upon concurring recommendations to the Dean of the Department Chairperson and the DPC. If the Department Chairperson and the DPC disagree, the case shall be referred to the FPB for recommendation to the Dean, whose decisions shall be final. The Department Chairperson shall inform adjunct faculty of the reasons for removal from the appointment list.

After eight (8) semesters of service (excluding January and Summer Sessions) or the equivalent in credits taught as specified in Article 24.3, 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 Article 5.1 shall commence. Non-assignment of a listed adjunct by the University for eight (8) 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 24.3, 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, either one (1) course or three (3) teaching credits fewer than the average number of courses or teaching credits s/he taught during the last four fall semesters during which s/he taught, or (2) for a regular spring semester, either one (1) course or three (3) teaching credits fewer than the average number of courses or teaching credits s/he taught during the last four spring semesters during which s/he 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 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) Annual Evaluation of Faculty. Faculty shall be evaluated in the fall of each year to establish qualifications for recommendations for reappointment, promotion and tenure.

This evaluation shall be conducted so 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 Chairperson and Academic Dean. This evaluation process shall adhere to the timetable set forth in Appendix A.

Department Chairpersons shall indicate the faculty member's prospects for obtaining tenure as seen from the perspective of the Department Chairperson. 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) Pre-Tenure Letter. Prior to the end of the first semester of the year before the faculty member stands for tenure, 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, Chairperson, Chair of the DPC and the AAUP 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, s/he 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, s/he 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 thirty (30) days after the receipt of the analysis or reply thereto with which it is in disagreement.

- (c) Dissemination of Standards. 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 Chairperson, a memorandum indicating the documentation that will be required for making a tenure recommendation. This memorandum shall note the number of peer observations in the candidate's file and shall describe the criteria for

tenure as identified in FPS #15 and as interpreted in respect to the standards adopted by the faculty member's department. 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.

- 5.7 Ad Hoc Tenure Committee. Each department shall establish an Ad Hoc Tenure Committee consisting of full-time faculty members in accordance with the FPS. In the Library, the Ad Hoc Tenure Committee shall be formed from among the tenured and tenure-designate faculty in the unit. If an insufficient number of tenure and tenure-designate faculty are available, the full-time faculty of the 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. Should the Ad Hoc Tenure Committee wish to get additional information from other individuals who have knowledge of the candidate, those individuals should be asked to attend a meeting of the committee or to reply in writing. The Department Chairperson shall make available to the Chairperson of the Ad Hoc Tenure Committee one copy of all peer review reports as well as prior DPC recommendations, prior Chairperson recommendations and annual evaluations. In deliberating on a candidate, the Ad Hoc Tenure Committee shall consider all relevant material, including the material submitted by the candidate, annual evaluations, prior personnel recommendations, course and teacher ratings and peer observations, signed written communications about the candidate submitted to the committee and any oral testimony provided to the committee; anonymous communications and information received from secondary sources may not be used unless there is a credible and reasonable basis for concluding that the material is truthful and accurate. This material is confidential and is for the use of the Ad Hoc Tenure Committee members solely during their deliberations.

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 Transmission of Ad Hoc Tenure Committee Recommendation. The written recommendation of the Ad Hoc Tenure Committee shall be forwarded to the Dean, with copies to the individual faculty member, to the Department Chairperson, and the President of the AAUP.
- 5.9 (a) Faculty Personnel Board. The School of Business, the School of Communication, the School of Education, Health and Human Services, 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, Health and Human Services, School of Communication 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. In addition, one (1) regular adjunct member of the faculty as defined in Article 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) Library. 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. Each Ad Hoc Tenure Committee in the Library shall elect one of its members and one alternate to sit as the resource person on the FPB when it deliberates on the candidate(s) for whom that committee made a recommendation. The Library DPC shall annually elect one of its members and one alternate to sit as the resource person on the FPB when it deliberates on the candidate(s) for whom that committee made a recommendation. In addition, one (1) adjunct faculty member and one (1) alternate shall be elected by the adjunct faculty serving on the other FPBs represented in the membership of the Library FPB 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, a regular adjunct Library faculty member as defined in Article 2.2 of this Agreement shall also be invited to participate as a non-voting resource person; the adjunct faculty Library resource person shall be elected annually by the regular adjunct Library faculty, such election to be administered by the Chairperson of the DPC. The function of Library faculty serving as resource persons shall be to explain the nature of librarianship responsibilities and not to advocate for or against the candidate.

- (c) FPB Procedures. 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. Therefore, for the School of Communication, the two regular members shall select a third member from the two alternates available on a rotating basis. The FPB may invite representatives with knowledge of the candidate or issues of concern to meet with the Board; such representatives may include the Department Chairperson but not the departmental FPB representative (unless the DPC or Ad Hoc Tenure Committee has designated that individual to be their representative). The provisions of Article 5.17 must be followed in respect to members of the DPC or Ad Hoc Tenure Committee; individual members of these personnel committees may not be invited to the FPB unless selected as their representative by the committee. Such representatives shall not violate the confidentiality of specific committee members; their function is to provide further explanation/elaboration of the basis for the committee's recommendation.

- 5.10 FPB Term and Chair Selection. Each full-time FPB member shall be elected for a term of two (2) years providing that s/he remains a full-time faculty member during such period; each adjunct faculty member of the FPB shall be elected for a term of one (1) 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 (1) year and half for a term of two (2) years. Thereafter, each member shall serve for a term of two (2) years provided that s/he 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 (2)-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 Chairperson of the FPB, a pro-tem Chair shall be selected who shall take over all responsibilities of Chairperson of the FPB in regard to that faculty member.

- 5.11 FPB Vacancies. 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 in accordance with Article 5.9 of this 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 FPB Procedures. 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 FPB Recommendation Procedures. 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, non-assignment or reduction in assignment for an adjunct faculty member 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 faculty member; or
- c. in all tenure cases, except those in which the FPB has opted for only an accelerated review as indicated below, in which case the FPB's concurrence shall be presumed; or
- d. if the Dean indicates preliminary disagreement with the DPC's and Department Chairperson's recommendations, which recommendations are in agreement.

In those tenure cases where the Department Chairperson concurs with a unanimous positive recommendation of the Ad Hoc Tenure Committee, and the Dean neither seeks additional advice nor indicates preliminary disagreement with those recommendations, an accelerated review by the FPB shall be presumed. The Dean shall notify the members of the FPB, in writing, that the Committee has until February fifteenth or fifteen (15) calendar days from the date of such notification, whichever is later, to submit a statement of intent to undertake a full review of the case. In the absence of a statement of such intent by the designated date, the concurrence of the FPB shall be assumed. The Chairperson of the FPB shall be responsible for determining the sentiment of the Committee, obtaining the necessary signatures for the statement of intent, and informing the Dean of the decision of the FPB. A full review shall be undertaken if at least two (2) of the members of the FPB vote in favor of such review; any member of the FPB may submit a minority opinion concerning the decision for an accelerated review.

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 s/he 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 A 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, separately meet to discuss its concerns with the Department Chairperson, the individual involved, and a representative from the Ad Hoc Tenure Committee. In such cases, the FPB Chairperson shall notify the Chairperson of the Ad Hoc Tenure Committee, who shall arrange for the election of the committee member with whom the FPB shall consult. Should the final recommendation of the FPB 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 FPB 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 University Appeals Board (UAB) Recommendation Procedures. 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, Health and Human Services, 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.

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) UAB Composition. 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 (4) 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) UAB Terms. The two (2) regular members of the UAB designated by the AAUP and the two (2) 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. The terms of regular members of the UAB shall be staggered so that the term of one (1) regular member designated by the AAUP and the term of one (1) 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.
- (c) UAB Alternates. 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 (2) 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 s/he has previously been involved nor shall a member of the UAB participate in a case for which s/he has submitted a written statement or recommendation, in which s/he has taken a position before an administrator or peer-review committee evaluating the case, or in which s/he has declared a position in regard to the individual under review.

- (d) UAB Procedures. 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 (1) 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 Joint Appointments. Joint appointments to two (2) departments may be made for faculty who have attained tenure. In such cases, the department in which the faculty member was awarded tenure shall be designated as the home department.

The recommendation of a joint appointment may be initiated by the faculty member involved or the Department Chairperson of either the home department or the department with which the joint appointment shall be made (hereafter referred to as the joint department). In no case, however, shall a faculty member be given a joint appointment without his/her agreement.

A faculty member desiring a joint appointment shall petition the Department Chairpersons of both departments, indicating in writing his/her reasons. The petition shall be reviewed by the DPC of each department and the recommendation of both DPCs and both Department Chairpersons shall be forwarded to the Dean. If the process is initiated by a Department Chairperson, the Chairperson shall prepare the petition and shall ascertain the agreement of the faculty member involved before it is referred to the joint department and the DPC.

Should the Department Chairperson and DPC of either department concur in a recommendation against a joint appointment, the joint appointment shall not be made. Should there be disagreement between the DPC and Chairperson in any department, the joint appointee shall be given thirty (30) days to determine whether to proceed with or to withdraw her/his petition for joint appointment. Should the appointee wish to proceed with the petition, the case shall be referred to the FPB for recommendation to the appropriate Dean or Deans, who shall make a recommendation to the Provost. When the joint appointment is within one (1) unit, the decision of the Dean shall be final. If two (2) Deans disagree with concurring recommendations of the DPCs and Chairpersons, the case shall be referred to the UAB for recommendation to the Provost. The Provost's decision shall be final.

If joint appointment is approved, the faculty member shall have all rights of faculty in the home department and the home department shall have priority in teaching assignments and committee appointments. The faculty member may not represent two (2) departments on a unit committee and may sit on only one (1) FPB. A faculty member with a joint appointment may be a member of the DPC in both departments, with the exception that s/he may only vote in the home department on candidates for joint appointments to both departments or in any other situation in which both departments are voting on the same individual. A joint appointee who chooses to sit on the DPC in both departments may not serve as a member of the FPB if both departments are in the same unit. If the departments are in different units, the joint appointee may serve on one (1) of the FPBs.

In respect to all personnel decisions affecting the joint appointee, including annual evaluations, applications for special leaves and incentive awards, the Department Chairperson of the home department shall perform the functions of the Department Chairperson. The DPC in the home department shall serve as the personnel committee for all personnel recommendations affecting the joint appointee delegated to the DPC. For all recommendations, the Department Chairperson shall be responsible for soliciting input from the Department Chairperson and DPC of the joint department and disseminating such information to the DPC of the home department.

Should a joint appointee become a Department Chairperson in either Department, the department in which s/he becomes Department Chairperson shall become the home department for the period during which the joint

appointee remains in the Department Chairperson position and, for the duration of that appointment, the joint appointee shall not serve on any faculty personnel committees (*i.e.*, DPC, Ad Hoc Tenure Committee) or represent the faculty of the other department on any school or University committee. If a current Department Chairperson wishes to petition for joint appointment in another department, that Department Chairperson shall recuse her/himself from the approval process; if the joint appointment is approved, the department of which s/he is Chairperson shall be the home department and, for the duration of the appointment as Department Chairperson, the individual shall not serve on any faculty personnel committees or represent the faculty of the other department on School or University committees.

Once a joint appointment is made, the appointment shall stand until such time as either the joint appointee, the Dean, the Chairperson of either department or the DPC of either department requests a review. The process for terminating the appointment shall be the same as for the initial appointment, except that the DPC may initiate the petition for termination to their Department Chairperson.

- 5.17 (a) Article 5 Procedures - Form and Timing. 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. The timing of such recommendations shall adhere to the timetable in Appendix A.
- (b) Article 5 Procedures - Process. 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) days of receipt of the recommendation and need not be submitted to the faculty committees or administrators who have previously reviewed the case. A committee or administrator asking for additional information about issues raised in a candidate's

response to a previous recommendation may share a copy of the candidate's response with the individual or committee writing the recommendation to which the candidate is responding.

The deliberations of each faculty committee are to be held in strict confidence. 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.

A candidate shall be given copies of any material added to the file by an administrator or members of a review committee (except for confidential letters received by the committee) and shall be given the opportunity to include a response to that material before the committee or administrator makes its recommendation. Responses to a candidate's response shall be in writing, with copies to the candidate, previous administrators and committees reviewing the case and the President of the AAUP.

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 by faculty committees or administrators who have previously reviewed the case.

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

(c) Article 5 Procedures - Notice of Delay. If the DPC, Ad Hoc Tenure Committee, Chairperson, or FPB fail to issue a recommendation within two (2) weeks of the target date or within two (2) 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.

5.18 University Notice to FPC to Commence Procedures. 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 (2) 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 (2) weeks of the target date or within two (2) weeks of the receipt of all appropriate prior recommendations, whichever is later, s/he shall notify the affected individual and the DPC of the reasons for the delay and an expected date for the issuance of such recommendation.

5.19 Promotion to Associate Professor. At the time that a faculty member becomes a tenure designate or tenured member of the faculty, s/he shall be promoted to the rank of Associate Professor if s/he has been an Assistant Professor for six (6) years or more.

5.20 Adjunct Faculty Promotions. 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 completion of all requirements for the doctorate or appropriate terminal degree. Although the promotion shall be processed by the Provost's office upon receipt of appropriate notification of completion, the faculty member shall submit to the University a certified transcript within three (3) months of the official award of the degree.

5.21 AAUP Notice of Article 5 Recommendations. 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, Ad

Hoc Tenure Committee, Department Chairperson, FPB, Dean, UAB, Provost, and of the final decision of the President and Board of Trustees as applicable.

This Article 5.21 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.

5.22 Provost Recommendation.

- (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 decisions covered by this Agreement, s/he shall provide the UAB, AAUP, and all other appropriate parties with good and sufficient reasons for his/her disagreement, in writing.

5.23 Board of Trustees' Action.

- (a) It is understood that any litigation commenced by the AAUP under Article 5.22 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 5.22 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 Appointment, Reappointment, Non-Reappointment. The initial appointment for regular faculty at the rank of Assistant Professor and higher whose appointments commence on September 1 shall be for three (3) years. Subsequent contracts shall be for a period of two (2) years, except in those cases where there is only one (1) year remaining in the candidate's tenure probationary period, in which case a one (1) year appointment shall be offered. Initial appointments that commence with the Spring semester shall be for a period of two and one-half (2½) years, and shall continue through August 31 of the second year; subsequent appointments shall be for two (2) years.

The initial two (2) appointments for faculty with appointments at the rank of Instructor that commence on September 1 shall be for a period of two (2) years; subsequent appointments shall be for a period of one (1) year. For faculty with appointments at the rank of Instructor that commence with the Spring semester, the initial appointment shall be for a period of two (2) years and the first reappointment shall be for a period of one and one-half (1½) years; subsequent reappointments shall be for one (1) year.

Notification of reappointment/non-reappointment shall be in accord with FS V and the review process for reappointment/non-reappointment, promotion and tenure shall adhere to the schedule specified in Appendix A of this document. For those faculty whose initial appointment commenced on September 1 and who do not apply previous experience to their tenure probationary period, the tenure review shall commence in the Fall of the faculty member's sixth year. Those faculty who do not apply previous experience to their tenure probationary period and whose initial appointment commences with the Spring semester may choose, at the faculty member's discretion, to initiate their tenure review in the Fall of either their fifth year (the tenure review commencing in the tenth semester) or their sixth year (the tenure review commencing in the twelfth semester). For faculty who apply previous experience, the tenure probationary period shall be reduced accordingly; in all cases, however, the tenure review shall commence in the Fall semester and adhere to the schedule in Appendix A. Regardless of the year in which the faculty member stands for tenure, the tenure probationary period shall extend through August 31 of the year following the tenure decision.

- 6.2 Normal Work Year. The normal work year for all full-time faculty, excluding those in the Library, includes the Fall and Spring semesters and shall begin with the first day of the final enrollment services period 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 final enrollment services period for the Spring semester. The work year for the Library shall be as set forth in Article 9 of this Agreement.

- 6.3 Teaching Load. The teaching load shall be eighteen (18) semester hours during a twelve-month period, commencing with the Fall semester, normally divided into two (2) semesters, Fall and Spring, normally consisting of nine (9) semester hours each semester for all faculty, other than those in the Library (See Article 9).

Any modifications to this distribution must receive prior approval, in writing, of the Provost. Without the prior approval of the Provost, 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 (2) 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 (18) 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 (1) 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 year. 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 two (2) years, with no more than six (6) credits in any one (1) summer.

Faculty assignments may include the teaching of courses on campus and off campus as well as Distance Learning courses. Off-campus assignments are normally made with the consent of the faculty member involved. Distance Learning courses shall be governed by the provisions of Article 6.28.

6.4 Courses with Low Enrollment.

- (a) A semester hour of teaching load shall be defined as a semester credit hour for all faculties 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.

- 6.5 Released Time, Overload Compensation, Stipends. 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 and Scholarly 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.

Until such time as the AAUP and the University adopt a policy governing compensation for Graduate Directors, the University shall continue to maintain at least the current schedule of stipend awards and released time for those Graduate Directors who currently receive such compensation. The AAUP and the administration shall form a joint committee that, by August 31, 2013, shall prepare a report for the Joint Standing Committee that includes recommendations regarding the compensation criteria and a compensation schedule that complies with FPS #7 and the first paragraph of this Article 6.5. The committee shall additionally review the compensation and responsibilities of each Graduate Director; the responsibilities of Undergraduate Directors shall also be reviewed and recommendations made regarding appropriate compensation, if any, for those responsibilities. The Joint Standing Committee shall complete its review of this report no later than December 31, 2013 and implement any agreed upon recommendations in a timely manner. Any subsequent changes in either released time or the schedule of stipend awards approved by the Joint Standing Committee for Graduate or Undergraduate Directors shall be negotiated with 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 6.7, 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 6.3 and 6.7. Compensation for those assignments normally compensated through a stipend (e.g., assignments to the Center for Teaching and Scholarly Excellence; coordination of Cultural Center events) may not be converted to load.

- 6.6 Faculty without Full Teaching Loads. 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 (24) 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 (2) 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 s/he does not normally teach and for which s/he 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 one (1) credit hour for thirty (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.

- 6.7 Overload Compensation. 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 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 8.11 and Article 8.12 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 6.3, the faculty member shall be compensated, at his or her election, either by overload payment or banking of credits up to the limits specified. Faculty may normally bank up to four (4) credits per semester for a maximum of nine (9) semester hours for up to three (3) years. The approval of the Department Chairperson, the Dean and Provost is required for banking in excess of four (4) credits in any one (1) semester. Faculty may redeem banked hours in any regular semester; when a faculty member is on medical leave, maternity or parental leave, or general leave, banked hours may, at the discretion of the faculty member, be applied toward segments of the semesters not covered by paid leave. Banked hours may also be used to cover segments of medical leave for which faculty are obliged to pay replacement costs; in such cases, the number of banked hours required shall be equal to the percentage of the replacement cost to be borne by the faculty member multiplied by the number of hours replaced. If the faculty member has not used banked hours by the end of the three (3) -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.

- 6.8 Faculty Time on Campus. The parties agree that faculty members shall spend sufficient time on campus to carry out all their professional responsibilities effectively.
- 6.9 Other Faculty Responsibilities. 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 (2) 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 and recruitment events (both assigned by department chairs 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 (2) years.
 - (e) Full-time faculty members shall notify the Provost if they are employed to teach at another institution of higher education.
- 6.10 Faculty Responsibilities - Grades. 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 six (6) business days from the time the final examination is given.

- 6.11 (a) Enrollment Limits. The enrollment limit of each course shall be determined by means of the regular curriculum review process; the enrollment limit shall be included on the proposal submitted by the department and shall require the written approval of the Department Chairperson, the unit's curriculum review committee, the Dean (after approval by the unit's faculty) and the Provost, whose decision is final. Proposals for a change in the enrollment limit shall follow the same process.

If the availability of classroom space or other extenuating circumstances place limits on enrollment in a particular section, the enrollment limit of that section may be changed upon the approval of the Department Chairperson and the Dean. Such changes in enrollment in a particular semester shall not change the agreed upon enrollment limit for subsequent semesters.

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 (10%) percent of the enrollment limit, whichever is greater, without written permission of the faculty member teaching the course.

By December 1, 2011, the Provost shall review the existing enrollment limit records and forward to each Department Chairperson any recommendations for changes. By May 1, 2012, the Department shall submit any comments or suggestions regarding the Provost's proposals, and the regular review process shall ensue as set forth above.

- (b) Cancellation of Courses. The Department Chairperson shall consult with appropriate program faculty prior to cancellation of courses for low enrollment. The decision to cancel shall take into account the following factors:
 - 1. Program needs of students
 - 2. Pedagogical nature of the course
 - 3. Frequency of course offering

- 6.12 Faculty Lines. 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 5.14.

- 6.13 Teaching Schedules. 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. Assignments must be made in accord with Article 6.6; fulfilling base-load requirements for full-time faculty shall take priority over overload assignments and assignments to adjunct faculty.
- 6.14 Maintaining Enrollment Limits. Effort shall be made to maintain class size within the established enrollment limits. However, the University may encourage increased productivity among faculty by assigning additional base load credit for classes which, with the approval of the Department Chairperson, reach a size significantly in excess of the norm. For three (3) credit courses in which the enrollment limit is at least thirty (30), one (1) credit will be granted if the enrollment exceeds the enrollment limit by thirty (30%) percent, two (2) credits if it exceeds the enrollment limit by sixty (60%) percent and three (3) credits if it exceeds the enrollment limit by ninety (90%) percent. Notwithstanding the above, the Provost may designate courses with high enrollment limits for which additional faculty credits may be granted. This Article shall remain in effect for the 2011-12 academic year only. Double sections are not affected by this article.
- 6.15 Classroom Observations. Any Chairperson who does a classroom observation shall follow the procedures in Section V (Observation Protocol) of FPS #46. Except in extenuating circumstances (e.g., complaints of a serious nature), any Dean who does a classroom observation shall inform the faculty member of his/her intent and shall arrange a mutually convenient time for the observation. The Dean shall provide the faculty member with a written summary of his/her assessment of the class by the end of the semester in which the observation takes place.
- 6.16 Faculty Defense and Indemnification. 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.

6.17 Special Leaves.

- (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 (13.5%) percent 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 Chairperson 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; the criteria shall include a review of the outcome of any prior Special Leave.
- (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 and Scholarly 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 and Scholarly 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.
- (f) A synopsis of the research or project outcomes shall be made available within three (3) months of the end of the Special Leave and shall be posted on HofPrints.
- (g) No faculty member who has filed an irrevocable retirement declaration or a reduced teaching load request shall be eligible for a Special Scholarly or Teaching Leave.

6.18 Not-yet-Tenured Faculty Research and Scholarship Support. All not-yet-tenured faculty shall receive six (6) credits of released time to be taken prior to their sixth year of service. At the faculty member's option, up to three (3) credits may be taken in either the first or the second year. A faculty member shall notify the Department Chairperson of his/her intention to take released time in the first semester at least thirty (30) days prior to the start of that semester (or within one (1) week of the date of the appointment letter if it is later). For released time taken in any other semester, the Department Chairperson must be notified no later than the second week of the semester prior to the semester in which the faculty member desires to take a reduced load. The Department Chairperson shall make every effort to schedule the reduced load in the requested semester and, at the latest, the released time shall be granted in the following semester. This released time may be combined with banked time to enable a faculty member to be excused from teaching responsibilities for one (1) semester. This released time may be distributed, at the option of the faculty member, over several semesters but the use of these credits in a single semester is limited to the third, fourth, or fifth year. Permission of the Provost and the positive recommendations of the Department Chairperson and the Dean are necessary in order to be released from teaching responsibilities for a semester. Faculty may not take overload in a semester in which released time is taken.

6.19 Teaching Load Reduction to Promote Research and Scholarship. To encourage faculty research and scholarship, the University will award a minimum of 30, three (3)-credit load reductions to eligible faculty in each of the academic years commencing on September 1, 2013, September 1, 2014 and September 1, 2015 subject to the following terms and conditions:

- (a) All full time faculty tenured as of September 1, 2013, who have not filed an irrevocable agreement to terminate employment shall be eligible to apply for the load reduction. Although eligible faculty may apply in

multiple years, no faculty member may receive the load reduction under this Article more than once during the three (3)-year period. In order to demonstrate eligibility to apply for a reduced load under this Article, a faculty member who has previously received a grant of a reduced load or stipend pursuant to the terms of Article 6.18 or 6.19 of the 2006-2011 Agreement or a special leave pursuant to Article 6.17 must submit at the time of the application a copy of the completed work or works as appropriate.

- (b) A proposal that is not approved may be resubmitted in a subsequent year but is required to be reevaluated and ranked anew. The application process for a reduced leave under this Article shall follow the procedures in FPS 22, C and D, which apply to special leaves.
- (c) Eligible faculty members seeking a reduced load must present a proposal for a scholarly publication or project, consistent with department guidelines based upon the particular discipline, including peer review where appropriate for such disciplines. In cases where the nature of the project exceeds the extent of a project that can be completed during a three (3)-credit load reduction, such as an extensive empirical project or a book, the proposal should describe with particularity the portion of the work to be completed during the load reduction and the appropriate benchmarks to measure such completion. Projects already completed at the time of application (manuscripts ready for submission/already submitted/already published and/or artistic works ready for performance, exhibition, etc.) will not be eligible for load reduction.
- (d) The faculty member is responsible for the completion of the work specified in the approved proposal.
- (e) Faculty awarded a reduced load hereunder cannot teach overload in either semester of the academic year that they are on reduced load.
- (f) Faculty will also not be eligible for a load reduction hereunder in the same academic year as the faculty member has been awarded a special leave.
- (g) Any publication or public dissemination of the work accomplished must include a Hofstra affiliation and/or an acknowledgement to the effect that the research was in part supported by Hofstra University.

6.20 Financial Support for Research and Travel. 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.

- 6.21 Financial Support for Adjunct Faculty Research and Travel. An adjunct faculty member who meets the requirements of Article 2.2 and has completed at least six (6) semesters of service (or the equivalent per Article 24.3) 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.
- 6.22 Adjunct Faculty Promotion Criteria. The promotion criteria for adjunct faculty shall focus primarily on excellence in teaching and/or librarianship. In addition to continuing excellence in teaching and/or librarianship, reasonable productivity in some combination of the following is expected: research and/or pedagogical publication, scholarly activity, professional development, involvement in professional organizations, contributions to the discipline and/or University life, contributions to the University's standing in the community.
- 6.23 Student Assistants. The University shall strive, during the life of this contract, to increase funding for student aides/undergraduate and graduate assistants.
- 6.24 University Academic Conferences. It is agreed between the parties that academic conferences shall be open to participation by all faculty members. Toward this end, the University shall make every effort to seek to involve all interested faculty in all Hofstra University extracurricular academic enterprises.
- 6.25 (a) Faculty Computers. Each full-time faculty member shall have a computer provided by the University for his/her use that shall be serviced, replaced and upgraded as appropriate. Faculty may select a laptop computer as well as retain an existing desktop station; if a laptop is selected, only the laptop computer will be replaced or upgraded (although normal maintenance will be continued on existing desktops that are retained by the faculty member).

- (b) Adjunct Faculty Computers. A committee shall be formed to investigate means of providing increased computer access for adjunct faculty, including the availability of a computer laboratory for the exclusive use of adjunct faculty.

The University shall make available up to 55 laptop computers to lend on a semester-by-semester basis to qualifying adjunct faculty members. In order to participate in the laptop lending program, the adjunct faculty member must confirm in writing that he/she has taught at least 12 credits per year for the past two (2) years and is scheduled to teach 12 credits in the upcoming year (to be calculated in accordance with Article 24.3); and has a demonstrated need to borrow a laptop in order to facilitate the preparation for and teaching of his or her scheduled class. The adjunct faculty member must also indicate whether he/she has a position at another college or university; if so the faculty member must state that the laptop will not be used for any purpose at or in connection with such other college or university.

Adjunct faculty members meeting these criteria shall submit a request to be assigned a computer prior to the start of the semester to the appropriate Dean, who shall transmit all such requests to the Provost; if there are more requests than there are available laptops, the laptops shall be assigned based upon seniority.

- (c) E-Mail Responsibilities. A faculty member is expected to access his/her Hofstra e-mail account on a regular basis during the Fall and Spring semesters (when not on leave) and any other semester/session in which the faculty member is teaching. Faculty are expected to communicate with their students via e-mail, although faculty may notify students that responses to e-mail may be delayed due to excessive volume. Faculty members are also responsible for the content of official University communications sent to their University e-mail accounts.

- 6.26 (a) Full-time Faculty Offices. In order to provide an appropriate environment for faculty to meet privately with students, it is the goal of the University to provide all full-time faculty members with their own offices.
- (b) Adjunct Faculty Office Space. In order for adjunct faculty to be provided with appropriate office space, including computer access, so they may conduct University business related to their teaching duties and meet privately with students, the University shall identify all current office space and space available to be converted to office space. Each school shall coordinate with its departments an inventory of all possible office spaces.

The Department Chair and DPC for each department shall form a committee (or act as the committee) to review existing conditions and prepare a written recommendation regarding the assignment of appropriate office space for adjunct faculty. The Chair and the DPC shall ensure participation by both full-time and adjunct faculty in preparing the recommendation. In preparing the recommendation, the committee shall consider the appropriate number of adjuncts who might share space in a professional manner, taking into account the teaching schedules of the adjunct faculty. The recommendation shall also take into account the need to provide space for private meetings between students and adjunct faculty members.

The Chair shall be responsible for forwarding the completed recommendation to the Dean.

- 6.27 Released Time, Overload for DPC, UAB Chairs. In order to facilitate the review of personnel cases, the Chairperson of the DPC in large departments may receive released time or overload compensation. Application for such compensation shall be made to the Dean and shall be based on the number and type of personnel decisions anticipated in the department.

In addition, the Chairperson of the UAB shall be granted three (3) credits of released time or overload compensation per academic year, the mode of compensation to be at the option of the faculty member.

- 6.28 Distance Learning. The term “Distance Learning” as used herein refers to instruction where the faculty member and the student are separated so that face-to-face communication is absent; asynchronous and/or synchronous communication is accomplished instead by one or more technological media. This communication can include, but is not limited to, live or recorded visual presentations and material using direct signal or cable, transmission by telephone line, fiber-optic line, digital and/or analog videotape, audiotape, CDROM, computer or internet technology, e-mail or other electronic means, now known or hereafter developed, utilized to teach any course originating from or sponsored by the University.

The University acknowledges the need to encourage faculty exploration of Distance Learning (hereinafter “DL”) and to support these efforts. The University and faculty members recognize that DL components and DL courses may be appropriate to meet student needs in graduate and undergraduate programs. Faculty are expected to familiarize themselves with DL and to participate in orientation programs offered by the administration as appropriate based on teaching assignments,

Any course offered as a DL course must be submitted for approval as a DL course through the regular curriculum approval process, which shall also

include the recommended DL enrollment limit. A faculty member may experiment with DL and may substitute a DL format for up to 25% of the regularly scheduled meetings without the need for curriculum approval. However, the Chair must be notified in advance of any change in schedule from the regular in-classroom class schedule. Any course using more than 25% of a DL format must also go through the regular curriculum approval process.

The University shall, upon request of a faculty member and approval of the Department Chairperson, Dean, and Provost grant a four thousand dollar (\$4,000) stipend for the development of a DL course. To receive the grant, the faculty member must (1) complete a designated orientation course on the technological aspects of course delivery and (2) fully develop the course so that it is ready for delivery. In the event a faculty member develops additional DL courses, s/he will be entitled to one-half (1/2) the stipend for the second course developed by the faculty member. No further stipends shall be given for the development of additional DL courses unless there is a fundamental change in DL technology, which necessitates substantial retraining on the part of the faculty member.

A faculty member may also request, but shall not be entitled to receive, a stipend for developing a course that is less than a full DL course (hybrid course).

The faculty member shall hold all intellectual property rights to any DL product s/he may develop, including the right to use the content of the course (e.g., course notes, assignments, readings, textual material, tests), and the DL product, in other courses s/he teaches at the University or elsewhere, on other websites, or in presentations, exhibitions, audio, visual, or audiovisual works, journal articles, books or other media venues without compensation to the University. Faculty members engaged in DL shall have the same academic freedom guaranteed to faculty teaching in the classroom. Methods of presentation and course materials are to be under the control of the faculty member who develops and/or teaches the DL course.

The University shall make available to any faculty member who wishes to develop a DL course the technological resources needed to develop and deliver such a course, including an orientation course and the assistance of staff responsible for instruction design and technology. The role of Faculty Computing Services shall be limited to providing assistance with instructional design and instructional technology. FCS shall not be involved in pedagogical decisions, which as with traditional courses, are within the purview of faculty.

A committee comprised of three faculty and three administrators shall be established to develop procedures and tools for evaluations of faculty performance in DL courses. Any proposed evaluation procedure and tool

developed by said committee must be approved by the appropriate committee of the University Senate and the full faculty before it is used for summative purposes. Until such time as a new instrument is developed, the existing Course and Teacher Rating (CTR) instrument will be utilized in accordance with FPS 49, provided that the CTR results shall be compared only with other DL courses, and further provided that the CTR results shall not be used for summative purposes the first time the DL course is taught. The committee shall move expeditiously to develop an appropriate evaluation tool and shall have its recommendation prepared by the end of the spring semester 2012. No one may enter a DL course without complying with the procedures applicable to observations of faculty teaching courses in traditional classrooms.

DL courses shall comply with all of the standard practices, procedures, and criteria which have been established for traditional in-the-classroom courses including but not limited to, faculty involvement at the level of course development and approval, selection of qualified faculty to teach the course, pedagogical determinations about appropriate class size, and oversight of all final course offerings by the appropriate faculty committee to ensure conformity with previously established traditions of course quality and relevance to programs. Course limits may be lower the first time a course is offered.

DL courses may be offered as base load or overload. All DL courses must be developed and taught by Hofstra faculty. No prerecorded form of instruction shall be employed by the institution for the purpose of replacing faculty members, in whole or in part, regardless of the technology utilized.

- 6.29 Physician Assistant Faculty. The University shall be permitted to appoint up to five (5) clinical faculty members in the Physician Assistant Studies program. The terms and conditions of employment set forth in this Agreement will apply to Physician Assistants (“PAs,”) unless the terms which applied prior to the PAs becoming members of the bargaining unit were greater than those specified herein, in which case those terms shall apply. The duties and responsibilities of such clinical faculty shall include both administrative and teaching duties, as at present, and each appointment letter shall specify the required teaching load.

No later than November 30, 2011, on recommendation of the Department, Dean and Provost, the parties will agree on the rank of each currently employed PA. Initial PA appointments (new hires) will be for a term of two years. All subsequent reappointments will be for a term of three years.

PAs may elect to stand for tenure by notifying the Chair in writing by March 15. Upon making such an election the PA will be converted to a tenure-track position effective September 1. In this event the new appointment period will

conform with the provisions of Article 6.1. PAs may apply up to three years of prior academic service to the tenure probationary period at the time s/he elects to stand for tenure.

Criteria for appointment, reappointment, promotion and tenure will be developed by the Department of Biology no later than February 1, 2012. Any current PA who has been employed by the University for two years as of September 1, 2011 will be entitled to serve on any faculty or department committees for which s/he is otherwise eligible.

ARTICLE 7: FRINGE BENEFITS

7.1 Continuation of Benefits. The current level of benefits for the programs listed in this Article shall be at least 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 shall offer healthcare benefits to all full-time faculty in the bargaining unit subject to the provisions of this Article 7. Any member eligible for coverage under a medical benefits plan may change his/her enrollment to another 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. In addition, the University and the AAUP shall meet three (3) months prior to each annual open enrollment period to discuss any changes in benefits and coverage to be provided through any of the plans. The University shall, at a minimum, offer Point-of-Service (POS) and Exclusive Provider Option (EPO) plans as options.

7.3 Level of Benefits in the Point of Service (POS) Plan. The University shall continue in force, for the term of this Agreement, a POS plan as specified in the 2012 SPD. Except as noted herein, the POS plan shall provide at least the same coverage and level of benefits as provided under the prior CBA. There shall be no decrease in these benefits over the term of this Agreement.

Effective January 1, 2012, the plan changes identified in the Summary of Benefits dated January 1, 2012 attached as Appendix B will go into effect. In addition, the reimbursement rate for each covered out-of-network medical procedure or service, shall be, at a minimum, set at 395% of the National Medicare schedules. The copayment on the prescription drug plan shall be \$10/\$25/\$40, respectively for generic, formulary and preferred.

One hundred (100%) percent of covered expenses, exclusive of copayments and deductibles, shall be reimbursed after an out-of-pocket expenditure of three thousand (\$3,000) dollars for individual coverage and six thousand (\$6,000) dollars for family coverage.

7.4 Level of Benefits in the Exclusive Provider Option (EPO). During the term of this Agreement, the University shall also continue to provide an EPO plan as specified in the 2012 SPD. Except as noted herein the EPO plan will provide at least the same coverage and level of benefits (including reimbursement rates in and out of the plan) and coverage (e.g., vision, dental) as provided under the prior CBA. There shall be no decrease in these benefits over the term of this Agreement.

Effective January 1, 2012, the plan changes identified in the Summary of Benefits attached to the CBA as Appendix C will go into effect. In addition, the co-payment on the prescription drug plan shall be \$10/\$25/\$40.

7.5 Health Care Contribution Schedules. As of January 1, 2012 the required faculty member contribution for coverage under the health plans offered by the University shall be as follows:

Hofstra EPO Plan

As of January 1:	Individual Coverage	Family Coverage
2012	18%	20%
2013	20%	21%
2014	22%	22%
2015	24%	23%
2016	25%	25%

Hofstra POS Plan

Plan	Individual Coverage		Family Coverage	
	Pre 9/1/06 Faculty	Post 8/31/06 Faculty	Pre 9/1/06 Faculty	Post 8/31/06 Faculty
As of:				
January 1, 2012	20%	25%	22.5%	25%
January 1, 2013	25%	25%	25%	25%

Other Plans offered by Hofstra

As of January 1, 2012	25% of premium	25% of premium	25% of premium	25% of premium
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All contributions shall be collected from the faculty member's pay on a pre-tax basis. Premiums shall be set and faculty notified of the new premium schedule prior to the open enrollment period each year, the date of notification to be at least sixty (60) days before the effective date.

Notwithstanding the percentage contribution specified above, the annual increase in the premium for the Hofstra EPO and POS plans against which the contribution is calculated shall be the lesser of the percentage increase in the premium for the plan selected or the percentage increase in the previous year's AON Consulting Healthcare trend rate. In no instance, however, shall the increase in the total premium on which the percentage contribution is made

be greater than fifteen (15%) percent.

- 7.6 Opt-Out of Health Care. Should a full-time faculty member who has healthcare coverage 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 healthcare coverage plans shall receive one thousand (\$1,000) dollars 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. 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. However, active faculty who have opted out of medical coverage may resume the coverage under the University healthcare coverage plans for which they would be eligible as retirees immediately prior to retirement. Retired faculty are not entitled to opt out payments should they decide to withdraw from the University health care plans and may not re-enter the University plans thereafter.
- 7.7 Life Insurance Benefits. The University shall continue to provide each full-time faculty member of the bargaining unit with one hundred fifty thousand (\$150,000) dollars of life insurance and two hundred fifty thousand (\$250,000) dollars of accidental death and dismemberment insurance, these amounts, increasing to one hundred seventy five thousand (\$175,000) dollars and two hundred seventy-five thousand (\$275,000) dollars respectively, as of January 1, 2012 and two hundred thousand (\$200,000) dollars and three hundred thousand dollars (\$300,000), respectively, as of January 1, 2014.
- 7.8 Ex-Spousal Benefits. 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 Adjunct Faculty Health Care Benefits. An adjunct faculty member (as defined in Article 2.2) may participate in the University health insurance and life insurance plans, provided that s/he 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.

After January 1, 2012, adjunct faculty who are eligible for health insurance coverage may only select from among the vendor-provided health plans and are not eligible for the Hofstra self-insured plans. Adjunct faculty enrolled in health insurance prior to that date may elect any of the plans offered by the University, including the self-insured plans.

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 24.3, and who has taught twelve (12) hours or more in each of the two (2) prior academic years and is currently (in a Fall or Spring semester) teaching six (6) hours or more shall be eligible for a credit equal to thirty-five (35%) percent of the cost of individual coverage, or twenty-five (25%) percent of the cost of family coverage under an EPO plan. Notwithstanding the above, the credit shall not be less than one hundred forty (\$140) dollars per month toward any plan.

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 24.3, and who has taught twelve (12) hours or more in each of the two (2) prior academic years and is currently (in a Fall or Spring semester) teaching six (6) hours or more shall be eligible for a credit equal to forty (40%) percent of the cost of individual coverage, or thirty (30%) percent of the cost of family coverage under an EPO plan. Notwithstanding the above, the credit shall not be less than two hundred thirty (\$230) dollars per month toward any plan.

An adjunct faculty member who has met the eligibility requirements specified above shall be entitled to continue his/her eligibility even if s/he teaches less than six (6) credits in a regular Fall or Spring semester as long as his/her teaching load does not fall below six (6) credits in a regular semester more than once in any three (3) year period. However, 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 or session 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 Dental Plan Benefits. Effective January 1, 2012, the University shall contribute five hundred seventy five (\$575) dollars 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 January 1, 2014, this contribution shall increase to six hundred (\$600) dollars per year. The maximum benefit shall be four thousand five hundred (\$4,500) dollars.
- 7.11 (a) Flexible Spending Account. 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.
- (b) Adjunct Faculty Eligibility. The University shall also offer the option of a flexible spending account (Flexplan) to each qualifying adjunct faculty member who regularly (*i.e.*, for the past two (2) years) teaches and is scheduled to teach at least six (6) credit hours) in each of the fall and spring semesters (or who otherwise meets this eligibility criteria as calculated under Article 24.3 regarding conversion of credit hours to semesters), and taking into account preparation time to satisfy Flexplan requirements; provided, however, that the adjunct faculty member must arrange to have all Flexplan amounts deducted from the spring semester checks only.
- (c) Commuter Benefits Account. The University shall offer the option of a pre-tax Commuter Benefits Account (subject to IRS regulations) for each full-time member who elects to participate. The University shall assume all costs of administering the program.
- 7.12 (a) Sick Leave. 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 Article 9.1. A (a) and 9.4.A 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.

Banked hours may be applied to any segments of a semester not covered by sick leave or toward the replacement costs during segments where compensation is reduced. Where banked hours are applied toward segments of a semester not covered by sick leave, each week shall be equivalent to .56 credits. For segments in which a faculty member is responsible for half the replacement costs, the replacement cost per week shall be equivalent to .28 credits.

- (b) Disability. After the first six (6) months of continuous disability, long-term disability benefits as described below shall become effective. Disability shall be defined as: "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 (66.67%) percent of base salary at the date of disability up to a maximum benefit of nine thousand (\$9,000) dollars per month. The benefit shall also be offset by amounts earned in salary from employment other than work that could have been performed in addition to a faculty member's full-time teaching responsibilities. 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 (1) 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) Medical Leave - Maternity. A full-time faculty member who has given birth shall be eligible for six (6) consecutive weeks of fully paid maternity disability leave at a time contiguous to the birth; if a Caesarian birth is required, the maternity disability leave shall be increased to eight (8) weeks. In addition, upon certification of medical need, a faculty member may take the number of weeks the faculty member would be eligible for in the second segment of sick leave at reduced pay per the provisions of section (a) above and FPS #20. 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 provided on the same basis as if the faculty member were not on leave (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. Banked hours may be applied to any segments of a semester not covered by maternity leave

or toward the replacement costs during segments where compensation is reduced.

- (d) Child Birth or Adoption Leave. Full-time faculty who give birth or adopt a child or whose spouse or domestic partner (of the same or the opposite sex) gives birth or adopts a child shall be granted up to two (2) weeks of paid parental leave that may be taken during the semester in which the birth or adoption occurs, the preceding semester, or the subsequent semester. Parental leave shall run concurrently with disability leave taken for pregnancy during a Fall or Spring semester. Should the birth or adoption occur during a January or Summer Session, parental leave may be taken the preceding or subsequent semester.

Full-time faculty 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, the following semester. During the general leave, the faculty member shall retain their full health benefits on the same basis as if the faculty member were not on leave (although retirement contributions shall be reduced to comply with the reduction in base salary).

Banked hours may be applied toward this leave or any segments of a semester not covered by parental leave; no reduction in retirement benefits shall be made for periods covered by banked hours.

- (e) Adjunct Faculty Sick Leave. 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:

Semesters of Service (or the equivalent in semesters taught as specified in Article 24.3)	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 Family Medical Leave Act. 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 (FMLA) and the regulations thereunder 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 Unpaid Leaves. On the request of a full-time faculty member of the bargaining unit with more than two (2) 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. With the approval of the Provost, a full-time faculty member of the bargaining unit with less than two (2) years of full-time service at the University, may be granted a leave for one (1) semester in addition to FMLA leave for the care of a newborn infant or the 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 two (2) 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 (1) 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 Extension of Tenure Probationary Period.

- (a) A full-time faculty member who gives birth or adopts a child or whose spouse or domestic partner gives birth or adopts a child may, upon application to the Provost, extend his/her tenure probationary period for one (1) year for each birth or adoption up to a maximum of two (2) such extensions. Such extensions must be requested within one (1) year of the birth or arrival of the child and prior to the academic year during which the tenure review was previously scheduled to occur.
- (b) A full-time faculty member who is responsible for elder care or for the care of a child, spouse or domestic partner with a serious medical condition may, upon application to the Provost, extend his/her tenure probationary period for a maximum of one (1) year.

7.16 Partial General Leave Prior to Terminal Degree.

- (a) 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 (6) 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-time employment or (b) four (4) 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.

In addition, a faculty member appointed to a full-time position prior to the completion of a required terminal degree (or second master's degree in the Library) may, at the option of the faculty member, extend his/her tenure probationary period up to a maximum of two (2) years. Inclusive of excluded leave, the amount of time the tenure probationary period may be extended shall not exceed the amount of time required to complete the terminal degree or second master's degree.

(b) 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 (2) consecutive semesters, with the faculty member taking at least four and one-half (4.5) hours of leave in each of the two (2) 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 (.5) of the hours normally carried in each of the two (2) semesters.
2. One (1) semester of faculty service may be excluded from the tenure probationary period only if general leave is taken for between six (6) and nine (9) semester hours in that semester or over two (2) consecutive semesters. When the leave is taken over two (2) semesters, the faculty member's teaching load must be no more than four and one-half (4.5) semester hours in at least one (1) of the two (2) 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 (.5) of the faculty member's normal base load in at least one (1) of the two (2) semesters.

7.17 Unpaid Leave - Adjunct Faculty. 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 s/he 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.

7.18 University Retirement Plan. 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 (1) 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.

(a) The University shall contribute on behalf of those faculty members hired on or before December 31, 2011 who are eligible to participate and who elect to join the following sums:

<u>Cumulative Participation in the Plan at Hofstra</u>	<u>University Contribution</u>
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.

- (b) The University shall contribute on behalf of those faculty members hired on or after December 31, 2011 five (5%) percent of the faculty member's base salary in the faculty member's first five (5) years of employment, and an additional and cumulative one (1%) percent in the sixth through tenth years of employment, with ten (10%) percent contributions for all years thereafter.

7.19 Retirement Plan Alternatives. The University shall offer alternatives to TIAA/CREF for retirement fund purposes as permitted by the University's Fiduciary Oversight Committee. 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:

- (a) 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.
- (b) A faculty member's selection shall be limited to a single investment organization as an alternative to TIAA/CREF.
- (c) Selection or change of investment organization may occur only one (1) time per calendar year, effective January 1st of each year.
- (d) 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.

7.20 Withdrawal of Funds. To the extent allowed by law and the Internal Revenue Code, the University shall allow faculty at the age of 59 2 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.

7.21 Tuition Remission and Scholarships.

- (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 (2) 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 Executive MBA (EMBA) Program, the on-line MBA program, courses in the Law School, School of Medicine 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 (4) years of continuous employment, dependent children of such a full-time faculty member are entitled to full tuition remission. Continuous employment shall include prior full-time teaching, research or other professional employment for which the doctoral or terminal degree was required (for Library faculty, the terminal degree shall be the MLS). 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 (1) year but less than two (2) years are entitled to twenty-five (25%) percent tuition remission; dependent children of full-time faculty members employed for two (2) years but less than three (3) years are entitled to fifty (50%) percent tuition remission; dependent children of full-time faculty members employed for three (3) years but less than four (4) years are entitled to seventy-five (75%) percent tuition remission.
- (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 24.3, 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 24.3, 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 24.3, 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 24.3, 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 Executive MBA (EMBA) Program, the on-line MBA program, courses in the Law School, School of Medicine, 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, 2012 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 five thousand five hundred (\$ 5,500) dollars per year from the present five thousand (\$5,000) dollars per year. Effective September 1, 2014, this amount shall be increased to six thousand (\$6,000) dollars. This benefit shall be restricted to children pursuing the baccalaureate degree although it shall include children enrolled in a two (2)-year associate degree program that comprises the first two (2)-years of a program leading to a higher degree at an institution with which there is an articulation agreement. Such scholarships shall be payable to the institution that the child is attending upon presentation of the tuition bill from the institution and either a transcript or a letter indicating that the student is in good standing. 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.
- (f) The administration of all of the tuition remission and tuition scholarship programs shall be in accordance with the uniform University rules governing such programs provided they do not diminish the benefits provided under this Agreement.

7.22 Tuition Exchange Program. 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.

7.23 Exit Incentives.

(a) Eligibility Criteria.

- (1) Eligibility for the exit incentive and planning program set forth in section (b)(1) below shall be available to those full-time faculty members with fifteen (15) years of full-time continuous service as a faculty member at Hofstra, provided the sum of the faculty member's age and years of full-time continuous faculty service at Hofstra is equal to or greater than seventy (70) at the time that the reduced load described in section (b)(1) below commences.
- (2) Eligibility for the exit incentive and planning program set forth in section (b)(2) below shall be available to those full time faculty members with twenty (20) years of full-time continuous service as a faculty member at Hofstra, provided the sum of the faculty member's age and years of full-time continuous faculty service at Hofstra is equal to or greater than seventy (70) at the time that the reduced load described in section (b)(2) below commences.
- (3) For purposes of determining continuous full-time faculty service for purposes of this Article and 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, are serving as full-time faculty. In addition, if a faculty member's service is interrupted, up to five (5) years of prior service as a full-time faculty member at Hofstra may be added to the period of service accrued at the time the incentive is elected.
- (4) In order to participate in the programs established hereunder, a faculty member must enter into an irrevocable contract with the University to terminate employment at the end of a specific semester no later than the end of the last semester in which the exit incentive is in effect. The irrevocable agreement must be filed in writing with the Provost at least two months prior to the semester in which the faculty member wishes to commence the benefit.

- (b) Exit Programs. An eligible full time faculty member satisfying the above criteria may elect either of the following programs:

1. A reduction in teaching load for up to five (5) years prior to the last date of employment. 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 separation from the University, shall receive any retirement or other benefits for which they may be otherwise eligible based upon their full salary; while on reduced load, however, University contributions to the 403(b) retirement plan shall be based on the pro-rated salary. A faculty member shall be permitted to vary the teaching load during the five (5) year period, provided, however, that teaching load may be reduced but not increased during the five (5) year period. A faculty member shall not be permitted to reduce the teaching load below six (6) semester hours per academic year.

Any faculty member currently on a reduced teaching load option under the predecessor Article 7.24 of the Collective Bargaining Agreement covering the period from September 1, 2006 to August 31, 2011 (including any predecessor contracts) shall have the option of invoking this new provision for up to five (5) additional years (subject to (a) and (b) above), or the faculty member may return to full time status.

2. Alternatively, a faculty member may elect to reduce teaching load for five (5) semesters during which time s/he must teach 22.5 credits, with no reduction in salary (partial sabbatical). Faculty electing this option shall receive full fringe benefits and, upon separation from the University shall receive any retirement or other benefits for which they may be otherwise eligible based upon their full salary. The allocation of the reduced teaching load shall be approved by the Chair of the faculty member's department, taking into account the needs of the department and the faculty member's preferences. The faculty member shall be permitted to satisfy the teaching load requirement in a single semester, provided that the faculty member shall be required to teach during the last semester of employment in order to continue receiving benefits under this section.

The faculty member shall complete his or her other academic and administrative responsibilities, including ongoing writing and research projects and normal service and committees responsibilities when teaching, as appropriate.

- (c) Except with the written approval of the Provost, a faculty member shall not be permitted to teach at another institution of higher education located in

Nassau, Suffolk and Queens at any time while the faculty member is participating in the programs hereunder. Acceptance of such a position shall result in disqualification from the exit incentive program.

- (d) In addition to the programs outlined above, the University may, in its discretion, and with the approval of the AAUP, offer other exit incentives to individual faculty members or defined groups of faculty members during the life of the contract

7.24 Retirement Health Benefits. Retirement health benefits are available to full-time faculty members employed by the University prior to September 1, 2006 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 two (2) months prior to the end 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 of retirement benefits.

The Retirement Health Plan for eligible retirees retiring prior to September 1, 2016 shall include medical, surgical, prescription and hospitalization benefits as specified in the "Hofstra University Medical Plan Benefit Summary for Medicare Eligible Retirees effective January 1, 2012", which, except for the changes noted in the Summary of Health Benefits attached hereto as Appendix D, provides at least the same coverage and level of benefits as existed under the prior collective bargaining agreement in effect through August 31, 2011. In addition, any amounts remaining in the cumulative annual pool established pursuant to the terms of the Memorandum of Agreement dated April 26, 2005 shall be distributed to eligible retirees at the end of each plan year in accordance with the terms of the MOA until the existing pool is exhausted. In the event that the fund is exhausted, sufficient money will be added to the fund so that \$20,000 is available for distribution each year. However, for the plan year commencing on January 1, 2016, the fund must be replenished up to \$15,000 and no claims may be made for medical expenses incurred after August 31, 2016.

The benefits set forth in the Plan Summary effective January 1, 2012 shall not be reduced, nor shall the deductible, the level of contribution, nor the out-of-pocket maximum be increased during the period in which this contract is in effect.

A retiree eligible for health benefits and a spouse who is covered by one of the Hofstra health benefit plans at the time of retirement may remain on any of the University plans until they become eligible for Medicare, at which time the Hofstra retiree plan shall become supplemental to Medicare. The premium for the Hofstra retiree plan shall be as follows:

Years of Service as of September 1, 2006	Contribution for Individual Coverage	Contribution for Spousal Coverage
More than 10	25%	25%
More than 5 but less than 10	25%	50%
Less than 5 years	25%	100%

- 7.25 Retiree Life Insurance. The group life insurance schedule for a retiree, who is eligible for retirement benefits by virtue of meeting the requirements specified in Article 7.26, shall remain the same as before retirement to age sixty-eight (68) and be reduced to ten thousand (\$10,000) dollars of coverage at age sixty-eight (68) and further reduced to five thousand (\$5,000) at age seventy-two (72), with the University paying the full premium.
- 7.26 Retiree Health Insurance - Dependents. 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 Retiree Health Insurance. 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 s/he 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 Article 7.23.
- 7.28 Retirement Incentives - Effective through August 31, 2012. Until August 31, 2012 eligible faculty may apply for the early retirement incentives set forth

below. Thereafter, this provision shall be of no force and effect (except that the payments due based upon obligations entered into prior to August 31, 2012 shall remain in full force and effect).

In addition to the increase in compensation or reduced load grant to faculty who have entered into an irrevocable contract to retire per Article 7.24 of the prior CBA, retirement incentives shall be paid to all faculty with fifteen years of continuous service as defined in Article 7.24 of the prior CBA, who sign an irrevocable agreement to retire and who retire between the ages of fifty (50) and sixty-nine (69) according to the following schedule:

Voluntary Retirement Incentives

(All amounts are a percentage of the faculty member's base salary in the last year prior to retirement)

Years of Full-Time Continuous Service at Hofstra

Retirement Age ¹	15 - 19	20 or More
50-59 ²	0%	150%
60	110%	200%
61	110%	200%
62	125%	200%
63	125%	200%
64	125%	185%
65	125%	170%
66	115%	150%
67	110%	125%
68	90%	110%
69	80%	95%

¹ In determining a faculty member's age in respect to voluntary retirement incentives: (a) the retirement age for a faculty member who is sixty-two (62) 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.

² Only full-time faculty whose official appointment commenced prior to September 1, 1996 are eligible for retirement incentives between the ages of fifty (50) and fifty-nine (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 fifty-five (55).

In addition, full-time members of the bargaining unit who meet the eligibility requirements of Article 7.24 of the prior CBA and are at least seventy (70) years

of age as of 9/1/12 shall be eligible for a retirement incentive equal to one hundred (100%) percent of base salary, provided they (1) retire between 9/1/12 and 8/31/13 and (2) submit, in writing to the Provost by 12/31/11, their decision to retire in this time period. Such amount shall be paid in a lump sum upon retirement.

The compensation payments for those faculty who enter into an irrevocable agreement to retire shall commence with the semester in which the irrevocable contract becomes effective and end with the final semester prior to the date of retirement.

The compensation payments shall be as specified in the above table, based upon the faculty member's salary in the last year prior to the projected retirement date. Payments will be made over five (5) years in equal installments each year included in the faculty member's regular bi-monthly paychecks. If the projected retirement date is after the expiration of the current CBA, the average of the percentage salary increases in the remaining years of the current CBA shall be used to project the salary in years subsequent to the expiration of the CBA. Any changes in the amount of the incentive due to discrepancies between actual and projected salary shall be adjusted as of September 1 of the year in which the salary increases in the new CBA become effective.

A faculty member who gives fewer than five (5) years' notice of retirement may request that the Provost approve payment in an amount and on a schedule which is acceptable to the University, the faculty member and the AAUP.

In addition to the incentive payments specified herein, if the faculty member is at least 58 years old at the time s/he enters into an irrevocable agreement to retire, s/he may elect the reduction of load specified in Article 7.24(b)(1) of the prior CBA. Alternatively, if the faculty member is at least sixty (60) years old when, s/he enters into an irrevocable agreement to retire during the five (5) 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 (5%) percent 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, or February 15 of any Spring semester in which the faculty member wishes to commence this benefit.

The compensation due under this section shall be subject to University retirement contributions at the levels specified in section 7.19 of the prior CBA. However, the University's contribution will come out of the voluntary retirement incentive.

A faculty member may elect to have additional amounts of the incentive deposited into his/her designated retirement fund, the total amount subject to IRS regulations.

- 7.29 Emeritus Status. 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 Faculty Discounts. 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 (20%) percent 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 Banking Availability. The University shall maintain and make available to faculty a list of banking institutions that have agreed to offer discounted services to Hofstra faculty.
- 7.32 Joint Health Care Committee. Beginning September 1, 2011, the JSC will establish a Joint Health Care Subcommittee consisting of the 8 regular JSC members, the Speaker of the Faculty or his/her designee, one faculty member from the Planning and Budget Committee, and two additional faculty members which may include representatives from the Law School and/or Medical School. The foregoing three faculty representatives will be selected by the JSC. This subcommittee will meet at least four times during the calendar year and/or whenever members of the committee request a meeting. The subcommittee will study, make recommendations, and evaluate options on any cost-containment strategies in health care premiums and/or program administrator changes. It will also consider the development of wellness and prevention initiatives and collaborate on communication to, and the education of, faculty members and their families. The committee shall analyze health care data, and investigate, consider, and recommend activities that may have a potential for cost savings without diminishing any existing coverage or benefits. The University shall provide the data necessary to assist in such analysis.
- 7.33 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 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.

During the 2011-2012 academic year, the Joint Standing Committee shall review and consider this section in light of changes in the law regarding the right to marry a same-sex domestic partner and legal challenges relating thereto. The JSC shall solicit and consider input from members of the University community and shall also consider how other universities are addressing this issue. By August 31, 2012, the JSC shall issue a recommendation concerning this issue. During the 2011-2012 academic year, same-sex domestic partners shall not have to satisfy the requirements set forth in paragraph (b) and (d) above in order to be entitled to health insurance coverage and tuition benefits for themselves and their children. Thereafter, same-sex domestic partners shall be given at least one year's notice prior to the re-imposition of these requirements.

ARTICLE 8: COMPENSATION

8.1 Percentage Increases.

- (a) Effective September 1, 2011, each continuing full-time member of the bargaining unit shall receive a wage increase in his/her base salary of two and one-half (2.5%) percent over his/her base salary in the preceding academic year.
- (b) Effective September 1, 2012, each continuing full-time member of the bargaining unit shall receive a wage increase in his/her base salary of two and one-half (2.5%) percent over his/her base salary in the preceding academic year.
- (c) Effective September 1, 2013, each continuing full-time member of the bargaining unit shall receive a wage increase in his/her base salary of three and one-quarter (3.25%) percent over his/her base salary in the preceding academic year.
- (d) Effective September 1, 2014, each continuing full-time member of the bargaining unit shall receive a wage increase in his/her base salary of three (3%) percent over his/her base salary in the preceding academic year.
- (e) Effective September 1, 2015, each continuing full-time member of the bargaining unit shall receive a wage increase in his/her base salary of three (3%) percent over his/her base salary in the preceding academic year.

In no event, however, shall the percentage wage increase under this Article 8.1 result in a salary less than the minimum salary specified in Article 8.4.

- 8.2 CPI Adjustments. Effective September 1, 2014 and 2015, if the percentage wage increase in the Consumer Price Index "CPI-U" for the New York-Northern New Jersey-Long Island Area (All Urban, not seasonally adjusted) for the period July of the preceding year to June of the academic year to which the wage increase applies, is more than five (5%) percent, then the salary adjustment effective September 1 of that academic year shall be an additional one-quarter (.25%) percent for each one-half (.5%) percent increase in the CPI above five (5%) percent. However, in no event shall the increase exceed seven (7%) percent.

8.3 Lump Sum Increases. All continuing full-time faculty shall receive a flat increase of five hundred (\$500) dollars effective September 1 of the first year of this Collective Bargaining Agreement, a second flat increase of five hundred (\$500) dollars effective September 1, 2012 and a third flat increase of five hundred (\$500) dollars effective September 1, 2014. These amounts shall be added to base salary after the above across-the-board increases.

8.4 Minimum Rates. Effective September 1, 2011, the minimum base rate of pay for full-time faculty members of the bargaining unit shall be as follows:

Instructor	\$47,500
Assistant Professor	\$53,000
Associate Professor	\$60,000
Professor	\$67,000

On September 1, 2012 and September 1 of each subsequent year covered by this Agreement, minimum base pay shall increase by one-half (1/2) the percentage wage increase specified for that year for continuing faculty per Articles 8.1 and 8.2, calculated as follows:

	<u>9/1/12</u>	<u>9/1/13</u>	<u>9/1/14</u>	<u>9/1/15</u>
Instructor	\$48,094	\$48,875	\$49,608	\$50,353
Assistant Professor	\$53,663	\$54,535	\$55,353	\$56,183
Associate Professor	\$60,750	\$61,737	\$62,663	\$63,603
Professor	\$67,838	\$68,940	\$69,974	\$71,024

8.5 Promotional Increases. Effective September 1, 2011, full-time faculty members who are promoted to the rank of Associate Professor shall receive a promotional increase of three thousand (\$3,000) dollars for such promotion; full-time faculty members who are promoted to the rank of Professor shall receive a promotional increase of five thousand five-hundred (\$5,500) dollars 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 Adjunct Increases. 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.

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 (1) 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 Adjunct Faculty Longevity Increases. All regular adjunct faculty members as defined under Article 2.2 of this Agreement shall receive a longevity wage increase of five (5%) percent in the semester following his/her 10th semester of employment by the University or the equivalent in credits taught as specified in Article 24.3. All regular adjunct faculty members as defined under Article 2.2 of this Agreement shall receive an additional longevity wage increase of six (6%) percent following his/her 20th semester of employment by the University or the equivalent in credits taught as specified in Article 24.3. All regular adjunct faculty members as defined under Article 2.2 of this Agreement shall receive an additional longevity wage increase of six (6%) percent following his/her 40th semester of employment by the University or the equivalent in credits taught as specified in Article 24.3.
- 8.8 Adjunct Faculty Promotional Increases. All regular adjunct faculty members as defined in Article 2.2 of this Agreement shall receive a promotional increase of six (6%) percent 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 Articles 8.6 or 8.7.
- 8.9 Minimum Rates - Adjunct Faculty. Effective September 1, 2011 and thereafter during the term of this Agreement, the minimum base rate of pay for all adjunct faculty members of the bargaining unit shall be as follows:

	<u>9/1/11</u>	<u>9/1/12</u>	<u>9/1/13</u>	<u>9/1/14</u>	<u>9/1/15</u>
Instructor	\$ 950	\$1,000	\$1,050	\$1,100	\$1,150
Assistant Professor	\$1,050	\$1,100	\$1,150	\$1,200	\$1,250
Associate Professor	\$1,150	\$1,200	\$1,250	\$1,300	\$1,350
Professor	\$1,250	\$1,300	\$1,350	\$1,400	\$1,450

8.10 Overload Rates. The overload rates for full-time faculty members of the bargaining unit in 2011-12 shall be:

Instructor	\$1,612 per s.h.
Assistant Professor	\$1,747 per s.h.
Associate Professor	\$1,876 per s.h.
Professor	\$2,003 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, calculated as follows:

	<u>9/1/12</u>	<u>9/1/13</u>	<u>9/1/14</u>	<u>9/1/15</u>
Instructor	\$1,653	\$1,706	\$1,758	\$1,810
Assistant Professor	\$1,790	\$1,848	\$1,904	\$1,961
Associate Professor	\$1,923	\$1,985	\$2,045	\$2,106
Professor	\$2,053	\$2,120	\$2,183	\$2,249

8.11 Summer Teaching. Any full-time faculty member who teaches in the Summer Sessions I, II or III shall receive the greater of one and eighty five one hundredths (1.85%) percent of his/her annual base salary for every one (1) 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 (3.75%) percent 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 (\$50) dollars 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, II and III) 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 Teaching. January salaries shall be paid at the normal adjunct faculty rates for adjunct faculty and the normal overload rates for full-time faculty.

8.13 Full Professor Incentive. 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 five thousand (\$5,000) dollars 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 s/he continues to meet the criteria for promotion to Professor (FS V).

8.14 Per Capita Compensation.

Per capita compensation for the supervision of students shall be as indicated below. Each category of supervision is listed with its associated number of faculty points and ISP code (the per capita payment code that is assigned to the category). 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.¹

Where compensation is by stipend, the stipend per faculty point shall be as follows:

<u>Academic Year</u>	<u>Per Faculty Point</u>
2011/2012	\$1,361
2012/2013	\$1,395
2013/2014	\$1,441
2014/2015	\$1,484
2015/2016	\$1,528

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 6.7 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.

¹ See the Provost's Office Website [http://www.hofstra.edu/About/Administration/Provost/prov_forms.html] for the compensation rate per faculty credit in each year of the Collective Bargaining Agreement as well as the specific courses included under each category and ISP code.

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

Category 1 (ISP=H): Full-Semester Student Teaching

One (1) student = one (1) faculty point (6 students = 3 credits)

Category 1 includes student teaching experiences that extend over a full fall or spring semester in which the faculty member holds weekly on-campus seminars and makes a minimum of three (3) observations per semester.

Category 2 (ISP=L): Summer or Half-Semester Student Teaching

One (1) student = .75 faculty point per summer session or half-semester (4 students per each half-semester = 3 credits over the whole semester)

Category 2 includes student teaching experiences that extend over one summer session or half of a regular fall or spring semester in 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 (ISP=P)

One (1) student = .6 faculty point (10 students = 3 credits)

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.

Participant/observation (ISP=V)

One (1) student = .3 faculty point (20 students = 3 credits)

Participant/observation supervision refers to those supervised field experiences where the faculty supervisor makes two (2) 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 (ISP=I)

One (1) student = one (1) faculty point (6 students = 3 credits)

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 (2) or three (3) hours per week assisting students' clients and/or making site visits as needed.

Internship B (ISP=M)

One (1) student = .75 faculty point (8 students = 3 credits)

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 (ISP=F)

One (1) student = .5 faculty point (12 students = 3 credits)

Internship C includes those field experiences that require only one (1) site-visit per student with three (3) to seven (7) seminars per semester.

Internship D (ISP=N)

One (1) student = 1 faculty point (6 students = 3 credits)

Internship D refers to six -credit field experiences in which the student spends at least three hundred (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.

Field Experience E (ISP=K)

One (1) student = 1 faculty point (6 students = 3 credits)

Field Experience E refers to field experiences of less than six (6) credits that require weekly seminars led by the instructor and a minimum of three (3) site visits per student.

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

B. Doctoral Dissertation Advisement (Chair) (ISP=J)

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 one hundred (\$100) dollars each upon completion of the dissertation; dissertation readers present only for the oral examination shall receive a stipend of fifty (\$50) dollars 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 (4) 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, off-campus education and PALS Projects

Category I (ISP=1)

One (1) undergraduate student = .23 faculty points
One (1) graduate student = .25 faculty points

This category includes tutorial instruction requiring three (3) to five (5) 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 off-campus education projects in a comparable credit range and the Individually Negotiated Honors Option).

Category II (ISP=2)

One (1) undergraduate student = .46 faculty points

One (1) graduate student = .50 faculty points

This category includes tutorial instruction requiring six (6) to twelve (12) meetings per semester with the student, plus grading of an examination, a paper and/or a series of essays (typically a two (2) or three (3)-credit course; includes off-campus education projects in a comparable credit range as well as PALS 061 projects).

Category III (ISP=3)

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 and off-campus education projects in a comparable credit range.

Category IV (ISP=4)

One (1) student = .85 faculty points

This category includes supervision of projects that, in addition to nine (9) to twelve (12) 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 (ISP=5)

One (1) student = .5 faculty points

This category includes undergraduate internships that require four (4) to eight (8) meetings per semester with the student (either on-campus or on-site), plus grading of an examination, a paper or a report.

Category VI (ISP=Q)

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 (ISP=R)

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 (ISP=S)

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 (ISP=G)

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 (ISP=T)

One (1) student = .5 faculty points

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

Category XI (ISP=U)

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 (ISP=6): Ten (10) intensive private lessons
One (1) student = .75 faculty points

Level 2 (ISP=7): Ten (10) intensive private lessons plus five
(5) coaching lessons for a half-recital
One (1) student = .9 faculty points

Level 3 (ISP=8): Ten (10) intensive private lessons plus ten (10)
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 (1) 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.

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 (ISP=Z).

- 8.15 Executive MBA Program. Compensation for faculty teaching in the Executive MBA Program shall be as follows:

Full-time and adjunct faculty who teach in the Executive MBA (EMBA) Program shall receive one and one-half (1.5) credits for every one (1) credit taught in the program. Unless there is a minimum of twenty-five (25) students in each cohort enrolled in the program, full-time faculty may teach in this program only on an overload basis; faculty scheduled to teach a course in the program shall be notified at least one (1) month prior to the start of classes if only overload compensation is available and shall have the option of declining the course. At such time as the minimum of twenty-five (25) students per cohort is met, full-time faculty may, at the faculty member's discretion, take the credits on load or be compensated at their regular overload rate; adjunct faculty shall be compensated for the credits at their regular adjunct rate. Full-time faculty may bank credits earned from teaching in this program up to the limits specified in Article 6 of this Agreement.

In the EMBA program and other programs for which tuition is in excess of the usual tuition charged at the University, income generated through the program may be shared with the faculty teaching in the program through research grants, the guidelines for the distribution of grants to be determined in consultation with the faculty in the unit(s) offering the program and with notice to the AAUP.

- 8.16 First Year Program. Compensation for faculty teaching (including planning and coordination) in the First Year Program shall be as follows:

Faculty who teach in the First Year Program shall receive four (4) credits for every three (3) credits taught in the program.

- 8.17 Direct Deposit. Each faculty member shall designate a bank for the direct deposit of his/her paycheck. The University shall provide a list of local banks providing a free checking account in return for such a deposit.

ARTICLE 9: LIBRARY

9.1 Working Conditions.

A. Work Year

1. Normal Work Year: Full-time Library faculty are expected to combine traditional librarianship responsibilities with teaching of credit-bearing courses. Library faculty shall normally teach six (6) credit hours per year on base, with no more than twelve (12) separate sections required per year and no more than four (4) credits required per semester. However, full-time faculty appointed prior to September 1, 2006 shall not be required to teach credit-bearing courses.
 - a. The normal work year for full-time Library faculty shall be one hundred ninety (190) days distributed throughout the academic year, with a correspondence of ten and one-half (10.5) days per credit-hour (190 days = 18 credit hours). When teaching responsibilities are assigned on load, librarianship responsibilities shall take into account the faculty member's teaching load. Library faculty shall not be required to work during the Christmas/New Year break, Spring break, Spring recess, during the period between the last summer session and the first day of undergraduate classes in the fall semester, or on any University holiday.
 - b. If a faculty member does not complete his/her one hundred ninety (190) workdays, the faculty member shall re-pay the days owed within two (2) 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.
2. Partial Work Year
 - a. Regular Library Faculty:
 - (1) A full-time Library faculty member appointed at the rank of Instructor who begins full-time service between September 1 and February 29 in an academic year shall receive an initial appointment that expires on August 31 in the faculty member's second academic year. The faculty member's first reappointment shall be for a period of two (2) years, ending August 31 in the faculty member's fourth year of service. Subsequent

reappointments at the rank of Instructor shall be for a period of one (1) year.

- (2) A full-time Library faculty member appointed at the rank of Instructor who begins full-time service between March 1 and August 31 in an academic year shall receive an initial appointment that expires on December 31 in the faculty member's third academic year. The faculty member's first reappointment shall be for the period beginning January 1 in the faculty member's third academic year and ending August 31 in the faculty member's fourth academic year. Subsequent reappointments at the rank of Instructor shall be for a period of one (1) year.
- (3) A full-time Library faculty member appointed at the rank of Assistant Professor or higher who begins full-time service between September 1 and February 29 in an academic year shall receive an initial appointment that expires on August 31 in the faculty member's third academic year. Subsequent reappointments shall be for a period of two (2) years, except in those cases where there is only one (1) year remaining in the faculty member's tenure probationary period, in which case a one (1) year appointment shall be offered.
- (4) A full-time Library faculty member appointed at the rank of Assistant Professor or higher who begins full-time service between March 1 and August 31 in an academic year shall receive an initial appointment that expires on August 31 in the faculty member's third academic year. Subsequent reappointments shall be for a period of two (2) years, except in those cases where there is only one (1) year remaining in the faculty member's tenure probationary period, in which case a one (1) year appointment shall be offered.
- (5) The number of workdays required of a full-time Library faculty for a period of appointment that is less than a full academic year shall be pro-rated as specified in Schedule A below and shall be stated in the contract offered to the faculty member.

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
2 weeks of service	=	8 work days
1 week of service	=	4 work days

Full time Library faculty members shall be entitled to take their non-work days in blocks of consecutive days. They shall be entitled to at least six (6) weeks of consecutive days off, which should be taken in a minimum of two blocks of three (3) weeks. Block vacation requests should be made by the June 1 and December 1 scheduling dates.

Schedule A shall also be used to ascertain the required number of days to be worked in any situation where the faculty member does not work a complete year (e.g., mid-year retirement, resignation).

- (6) The tenure probationary period for full-time Library faculty whose initial appointment commenced between September 1 and February 29 shall be as specified in Article 6.1 for faculty whose initial appointment commenced on September 1. The tenure probationary period for full-time Library faculty whose initial appointment commenced between March 1 and August 31 shall be as specified in Article 6.1 for faculty whose initial appointment commenced in the Spring semester.

b. Temporary full-time Library faculty:

Temporary full-time Library faculty with appointments of four (4) months or less shall be required to work five (5) normal workdays a week as per Section B. of this Article 9.1, except for University holidays and days on which administrative and/or academic offices are closed, and/or the Library is 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.

B. Work Schedules

The normal work week for full-time Library faculty shall be thirty-five (35) hours, except for (a) weeks that include University holidays and extended holiday weekends, the Thanksgiving recess, Christmas/New Year recess, Spring recess, Spring break, (b) weeks in which a Library faculty member takes non-work days and (c) weeks in which a Library faculty member's weekly hours differ from the above pursuant to other provisions of this Article. The normal work week for Library faculty is Monday through Friday, unless otherwise scheduled.

The normal workday for Library faculty shall be seven (7) working hours (including days worked over the summer).

1. Scheduling

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. By June 1 and December 1 of each year, Library faculty shall submit to the Department Chairperson a projection of the number of days they would like to work during the subsequent six (6) months. By August 15 and February 15 of each year, Library faculty shall receive notification of the number of days they have been assigned to work in each of the subsequent six (6) months. Library faculty shall submit their preferred workdays for each month by the first day of the previous month. 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.

Schedules shall be made reasonably and fairly, with consideration for departmental and individual faculty needs, and with timely notification to faculty. 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 (1) year in advance; Department Chairpersons shall respond, in writing,

within three (3) 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.

2. Evening and Weekend Responsibilities

Full-time Library faculty with reference responsibilities (including reference responsibilities in the Curriculum Materials Center) may be asked to volunteer for weekend and extended evening coverage. Faculty who do not volunteer for 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 required 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 three (3) years.

- f. 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.
- g. The day and time limitations set forth in this section shall not apply to full-time faculty appointed on or after September 1, 2011.

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 University holiday in case of emergency or when substitutes are needed for persons ill or on vacation. Additionally, all appropriate full-time Library faculty and Library administrators shall be present as Library resource persons, as needed, for functions such as College-For-A-Day, Homecoming Weekend, Junior Open House and Accepted Students' Day.

- 3. Released Time: 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 (10.5) 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.
- 4. Inclement Weather and other Emergency Situations
 - a. Library faculty shall not be required to work when classes are canceled, University administrative and/or academic offices are closed, when weekend academic and cultural events are canceled, or when the University is closed due to inclement weather or other emergencies.
 - b. When closings or cancellations occur prior to the start of their scheduled workday because of inclement weather or other emergency situations:
 - (1) Library faculty scheduled to work who do not report for work shall receive credit for having completed their regularly scheduled hours

- (2) Faculty coverage of Library services shall be on a voluntary basis if, due to inclement weather or other emergency situations:
 - (a) A decision to close academic administrative offices or to cancel classes is made prior to the normally scheduled opening of the Library or
 - (b) 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:

- (a) 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 (4) hours of work at one and one-half (1.5) the faculty member's regular overload rate.
 - (b) 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.
- c. On days when 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 the library closes 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.

- d. If, after a Library faculty has reported for work as scheduled, academic administrative offices are closed or classes are cancelled 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, 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.

- e. 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.

9.2 Overload, Compensatory Time and Banked Time. Except in those cases where a faculty member is re-paying time owed to the University, assignments above one hundred ninety (190) days per academic year shall be referred to as overload assignments. Overload assignments may be compensated by 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. If a faculty member cannot take compensatory time within the work year in which it is earned, the faculty member may request permission to bank his/her compensatory time subject to the approvals specified below.

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 teach credit-bearing courses, 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.

- 9.3 Holiday Compensation. No full-time Library faculty member (including temporary full-time faculty) shall be required to work on a University holiday. Full-time Library faculty (including temporary full-time 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 (4) hours of work at time and a half.

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

9.4 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. Notwithstanding the above, full-time Library faculty shall have the option of using up to five (5) workdays for professional development activities such as participation in workshops, conferences, demonstrations, etc., related to librarianship, library science, or the faculty member's area of subject specialization. Such days shall be counted toward the one hundred ninety (190) annual workday requirement. In order to be counted as workdays, professional development days must receive the prior approval, in writing, of the Department Chairperson, such approval to take into account the operational needs of the Library as well as the professional development needs of the faculty member.

Travel or expense reimbursement for attendance at conferences and professional meetings shall be in accord with Article 6.20 of this 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. Given the professional nature of the library faculty members' duties and responsibilities, librarians may participate in University service and other University activities during regular work hours provided they otherwise meet their responsibilities (including any date and time specific responsibilities such as teaching or reference desk coverage, etc.)
- C. Full-time Library faculty shall be eligible for Special Leave on the same basis as teaching faculty as per Article 6.17 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 7.16 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.

9.5 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 Article 9.1.2.B. 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 one hundred ninety (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.

9.6 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 Article 9.2) 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.

1. 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.

2. Health/Life Insurance Benefits and Tuition Remission

An adjunct Library faculty member shall be entitled to benefits on the same basis as other adjunct faculty members. For determining eligibility, 367.5 hours of service shall count as one (1) semester.

3. University Holidays, Inclement Weather and other Emergency Situations

Adjunct Library faculty are not required to work on University Holidays or when classes are canceled, University administrative and/or academic offices are closed, when weekend cultural and academic events are canceled, or when the University is closed. An adjunct Library faculty member shall receive compensation for his/her usual work schedule in the following situations:

- a. If the Library is closed for a holiday or other reasons determined by the University, due to inclement weather or other emergency situations on their normally scheduled workday, or
- b. If, on his/her normally scheduled workday, 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 the library is closed early, at the closing time designated by the University, or
- c. If, after the adjunct faculty member reports to work, administrative offices are closed or classes are canceled due to inclement weather or other emergency situations and the faculty member leaves at that time, or
- d. If, due to inclement weather or other emergency situations, the Department Chairperson notifies a faculty member not to report for work.

The Department Chairperson may request adjunct Library faculty members to volunteer to work when the Library is open on University Holidays, when administrative and/or academic offices are closed or when the University is closed due to inclement weather or other emergencies. Faculty accepting

such assignments 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 faculty rate. If a faculty member who accepts such an assignment reports to work but works less than four hours due to the Library closing, s/he will be compensated for four (4) hours of work at the rates indicated.

5. 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.

6. 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-law, 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.

9.7 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 this Article shall be paid hourly wages according to a graduated scale based on rank and years in service at the University as follows:

Effective September 1, 2011:

Years of Service	Adjunct Instructor	Adjunct Assistant Professor	Adjunct Associate Professor	Adjunct Professor
First 2 Years	\$39.01	\$46.86	\$52.06	\$58.00
3rd and 4th Years	\$45.58	\$52.06	\$58.59	\$65.05
5 Years or more	\$48.91	\$55.34	\$61.87	\$71.56

Effective September 1, 2012:

Years of Service	Adjunct Instructor	Adjunct Assistant Professor	Adjunct Associate Professor	Adjunct Professor
First 2 Years	\$39.99	\$48.03	\$53.36	\$59.45
3rd and 4th Years	\$46.72	\$53.36	\$60.05	\$66.67
5 Years or more	\$50.14	\$56.72	\$63.42	\$73.34

Effective September 1, 2013:

Years of Service	Adjunct Instructor	Adjunct Assistant Professor	Adjunct Associate Professor	Adjunct Professor
First 2 Years	\$41.29	\$49.60	\$55.10	\$61.39
3rd and 4th Years	\$48.24	\$55.10	\$62.01	\$68.84
5 Years or more	\$51.77	\$58.57	\$65.48	\$75.73

Effective September 1, 2014:

Years of Service	Adjunct Instructor	Adjunct Assistant Professor	Adjunct Associate Professor	Adjunct Professor
First 2 Years	\$42.52	\$51.08	\$56.75	\$63.23
3rd and 4th Years	\$49.69	\$56.75	\$63.87	\$70.90
5 Years or more	\$53.32	\$60.32	\$67.44	\$78.00

Effective September 1, 2015:

Years of Service	Adjunct Instructor	Adjunct Assistant Professor	Adjunct Associate Professor	Adjunct Professor
First 2 Years	\$43.80	\$52.62	\$58.45	\$65.13
3rd and 4th Years	\$51.18	\$58.45	\$65.78	\$73.03
5 Years or more	\$54.92	\$62.13	\$69.46	\$80.34

The hourly rates for adjunct library faculty and overload shall increase on September 1, 2011 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 Agreement as shown above.

9.8 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. Overload compensation for these research classes shall be in accord with the rates specified in Article 9.7 of this Agreement.

B. Workshops:

For purposes of this Article, 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, Health and Human Services). 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 who were not appointed with teaching as part of their regular workload may apply to the Library DPC and their Department Chairperson 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. Library faculty are not required to teach credit-bearing courses in addition to their regular workload nor are they guaranteed credit-bearing courses to teach in addition to their regular workload. 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 one hundred ninety (190) day workyear or, (iii) with the permission of the Department Chairperson, the Dean and the Provost, bank the time accrued in those assignments. Notwithstanding the above, Library faculty who were appointed with teaching as part of their regular load will not have the option of overload compensation or banking unless the teaching assignments is in excess of their required workload.
 - a. Full-time Library faculty who receive overload compensation shall be compensated on the basis of the overload rates specified in Article 8.9 of this Agreement for teaching faculty.
 - b. If the teaching is done as part of a Library faculty member's one hundred and ninety (190) day workyear, no additional compensation will be given for this work; the faculty member's one hundred ninety (190) day workyear shall be reduced by ten and one-half (10.5) days per credit taught.
 - c. If the faculty banks the time, the faculty member shall earn ten and one-half (10.5) days of banked time for every credit taught. 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 Article 9.8 of this Agreement). Teaching assignments shall be made only with the agreement of the faculty member involved.
3. Library faculty who teach credit-bearing courses in programs where the faculty credits earned exceed the student credit hours (e.g., the First Year Program) shall be compensated at the same credit ratio as other faculty.

ARTICLE 10: REDUCTION OF FACULTY AS A CONSEQUENCE OF CURRICULAR CURTAILMENT OR FINANCIAL EXIGENCY

10.1 Reduction of Faculty. 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.

10.2 Alternatives. 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 (1) 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 s/he 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 Article 7.)

- 10.3 Agreement for Alternatives. All of the options referred to above must be agreed to by both the Administration and the faculty member involved.
- 10.4 Faculty Reduction Procedures. 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 (3) 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.
- 10.5 Obligation to Assign Courses. In no case may a tenured full-time faculty member be released hereunder, if there are semester hours of unassigned courses that s/he is qualified to teach in any department totaling the minimum teaching load applicable to that faculty member for each of both semesters.

- 10.6 Determination of Qualifications. 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.
- 10.7 Administration Notice to Reduce Faculty Size. 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 (1) 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.
- 10.8 AAUP Response to Notice. Within two (2) 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 5.15.
- 10.9 Notice and Effective Dates. 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.
- 10.10 Severance Pay - Non-Tenured Faculty. 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 (1) month's salary for each year of full-time service at Hofstra with a minimum of three (3) and a maximum of six (6) months' severance pay.
- 10.11 Severance Pay - Tenured Faculty. After the effective date of termination of a tenured faculty member under this Article, s/he shall receive one-half (1/2) 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 twenty (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.
- 10.12 Payment Term. Payments under Articles 10.10 and 10.11 may be made on a monthly basis, the number of months to be agreed to by the faculty member and the Administration.
- 10.13 Recalled Faculty. 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.
- 10.14 Recalled Faculty Response Time. 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.
- 10.15 Recalled Faculty Rights. Any faculty member who is recalled under this Article shall have all rights restored as provided by the FS and FPS.

- 10.16 Financial Exigency. 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.
- 10.17 Cost Curtailment. 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.
- 10.18 Counseling. In the event of any application of this Article 10, the parties shall work together to provide affected faculty with access to out-placement counseling.

ARTICLE 11: NO STRIKE, WORK STOPPAGE OR LOCKOUT

- 11.1 No Strike. 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.
- 11.2 No Lockout. 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 12: DISCIPLINE

- 12.1 Adequate Cause Requirement. Bargaining unit members may not be disciplined without adequate cause relating, directly and substantially, to the fitness of the member in his/her professional capacity as teachers, librarian or researcher. Discipline includes but is not limited to a written warning, suspension or termination. Discipline will not be used to restrain bargaining unit members in their exercise of academic freedom or other rights of American citizens.
- 12.2 Statement of Charges Requirement. If charges are brought by an individual, rather than the Administration or a Hofstra faculty member, the charging party must file a statement of charges with the Administration. If the Administration determines that there is a reasonable basis to proceed with the charges, the following procedures shall apply.
- 12.3 Service of Charge Statement. A statement of charges, framed with reasonable particularity will be served on the bargaining unit member and the AAUP. The bargaining unit member will have the right to respond to the charges in writing within twenty (20) days of receipt thereof. After the member's response to the charges are received or the time for filing such a response has expired, the Special Committee on Grievances of the University Senate ("Grievance Committee") will be constituted and provided with copies of the charges and the member's response thereto.
- 12.4 Disqualification Procedures. Members of the Grievance Committee who deem themselves disqualified for bias or interest will remove themselves from the case, either at the request of a party or on their own initiative. Each party will have a maximum of two challenges without stated cause.
- 12.5 Suspension. Pending a final decision by the Grievance Committee, the bargaining unit member will be suspended, or assigned to other duties in lieu of suspension, only if immediate harm to the member or others is threatened by continuance. Salary will continue during the period of the suspension.
- 12.6 Pre-Hearing Meetings. The Grievance Committee may, with the consent of the parties concerned, hold joint pre-hearing meetings with the parties in order to (i) simplify the issues, (ii) effect stipulations of facts, (iii) provide for the exchange of documentary or other information, and (iv) achieve such other appropriate pre-hearing objectives as will make the hearing fair, effective, and expeditious.
- 12.7 Hearing Date and Notice. The hearing will be scheduled on a date that is mutually acceptable to all parties. Service of notice of hearing with specific charges in writing will be made on the bargaining unit member, the charging party (which may or may not be the institution) and the AAUP at least ten (10) days prior to the hearing. The bargaining unit member may waive a hearing. If the member waives a hearing, but denies the charges or asserts that the charges

do not support a finding of adequate cause, the hearing tribunal will evaluate all available evidence and rest its recommendation upon the evidence in the record.

- 12.8 Private Hearing. The hearing will be private, however the AAUP will have the right to attend the hearing with its counsel. In the event that the AAUP chooses not to attend the hearing, the bargaining unit member will be entitled to have a representative. The representative may be another bargaining unit member or an attorney. The University's counsel will serve as counsel to the committee.
- 12.9 Tape Recording. A tape recording of the hearing or hearings will be taken and a copy of the tape recording will be made available to the bargaining unit member and the AAUP without cost, if requested.
- 12.10 Burden of Proof. The burden of proof that adequate cause exists rests with the charging party. In the event that the Administration is seeking a penalty of termination or suspension and/or the Grievance Committee is authorized to recommend such penalties, the burden of proof will be satisfied only by clear and convincing evidence in the record considered as a whole. In those cases in which the Administration is seeking a lesser penalty and/or the Grievance Committee is advised that it may not recommend termination or suspension, the burden of proof will be satisfied by the preponderance of the evidence in the record considered as a whole.
- 12.11 Adjournments. The Grievance Committee will grant adjournments to enable either party to investigate evidence as to which a valid claim of surprise is made.
- 12.12 Opportunity to Obtain Evidence. The bargaining unit member will be afforded an opportunity to obtain necessary witnesses and documentary or other evidence. The Administration will cooperate with the Grievance Committee in securing witnesses and making available documentary and other evidence.
- 12.13 Right to Cross Examine. The Grievance Committee and the bargaining unit member, through the Grievance Committee, will have the right to confront and cross-examine all witnesses. If the charging party is not the University, s/he may participate in the hearing solely as a witness but may attend the proceedings.
- 12.14 Rules of Evidence. The Grievance Committee will not be bound by strict rules of legal evidence, and may admit any evidence which is of probative value in determining the issues involved. Every possible effort will be made to obtain the most reliable evidence available.
- 12.15 Findings Based on Record. The findings of fact and the decision will be based solely on the hearing record.
- 12.16 Confidentiality. Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements and

publicity about the case by either the bargaining unit member or administrative officers will be avoided so far as possible until the proceedings have been completed. The Provost, the bargaining unit member and the charging party (if not the University) will be notified of the decision in writing.

- 12.17 Provost Recommendation. The determination of the Grievance Committee on whether adequate cause for discipline has been established by the evidence in the record, and/or whether the penalty is appropriate will be submitted to the Provost. In the event that the Provost disagrees with the recommendation of the Grievance Committee s/he will state the reasons for doing so, in writing. The Provost's recommendation shall be submitted to the President.
- 12.18 Appellate Rights. If the AAUP or the bargaining unit member disagrees with the decision of the Provost, it may be appealed to arbitration pursuant to the terms and conditions set forth in this Agreement.

ARTICLE 13: GRIEVANCE AND ARBITRATION PROCEDURE

- 13.1 (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 sub-sections (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.
- 13.2 (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 six (6) 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) Dean Involvement. 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 13.1(b) of this Article 13.

- (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 11 ("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 14: 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 15: RELEASED TIME

15.1 AAUP Released Time. Released time for the AAUP shall be apportioned as follows:

- (a) Eighteen (18) 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 16: UNION SECURITY AND CHECK-OFF

- 16.1 Dues Payments. 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.
- 16.2 Exemption by Right of Conscience. 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.
- 16.3 Dues Check-Off Cards. 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.
- 16.4 Dues Deductions. The Administration shall deduct dues from the paychecks of adjunct faculty who are members of the collective bargaining unit and have submitted a voluntary check-off authorization card. The dues shall be deducted in a lump sum during the first semester or session of the calendar year in which the adjunct faculty member teaches. The Administration shall remit the receipts to the AAUP within thirty (30) days after deduction.
- 16.5 Remittance to AAUP. 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.

- 16.6 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 16. Indemnification shall include attorney's fees and the cost of litigation.

ARTICLE 17: SEPARABILITY AND SECTION HEADINGS

- 17.1 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.
- 17.2 Section Headings. The section headings used in this Agreement are only meant to organize this Agreement, and do not in any way limit or define the parties' respective rights or obligations.

ARTICLE 18: 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 19: NON-DISCRIMINATION CLAUSE

Neither party shall discriminate against any faculty member because of race, color, religion, sex, sexual orientation, gender identity or expression, age, national or ethnic origin, physical or mental disability, marital or veteran status or union activity.

In cases involving alleged violations of this Article, the standards to be used by the trier of fact shall be those established by local, state and federal laws.

ARTICLE 20: PERSONNEL FILES

- 20.1 Right to Review. 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 s/he considers necessary or desirable.
- 20.2 Confidentiality. 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 21: AFFIRMATION OF FULL DISCLOSURE

- 21.1 Financial Disclosure to AAUP. 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.
- 21.2 Faculty Pay Disclosure. 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 sixty (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 thirty (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.
 - (e) By March 31 of each year, the administration shall provide the AAUP with an electronic copy of the W2 taxable wages and the value of all benefits provided by Hofstra for all full-time faculty members.

ARTICLE 22: 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 23: DEPARTMENT CHAIRPERSONS

- 23.1 Procedures. 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 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.
- 23.2 Term. Chairpersons shall normally serve for not more than two (2) consecutive three-year terms.
- 23.3 Evaluation. Chairpersons shall be evaluated annually according to the procedures established by the University Senate.
- 23.4 Petition to Remove. 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.
- 23.5 Assistant / Associate Chair. 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 24: ADJUNCT FACULTY AND SPECIAL FACULTY STATUS

- 24.1 Ranks. 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.
- 24.2 Teaching Load. 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 24.6, 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 (3) 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.

- 24.3 Eligibility Calculations. 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.

- 24.4 Access to Telephones, Voicemail, E-Mail. Currently teaching adjunct faculty shall have access to telephones, voicemail 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.
- 24.5 Evaluations. Adjunct faculty shall have annual evaluations by the chairperson and peer review by the DPC during each of the first two (2) years of teaching. Subsequent to the first two (2) years, adjunct faculty shall continue to receive annual evaluations from the chairperson with peer review at least once every (3) 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.
- 24.6 Additional Responsibilities.
- (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 24.2, 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 24.2 and 24.6(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.

- 24.7 Special Appointments. 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 (1)-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 (2) 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.

- 24.8 Teaching Administrators. 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 (2) years and every third (3rd) 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 25: DURATION AND EFFECTIVE DATE

- 25.1 Term. This Agreement shall be effective as of the first day of September, 2011 and shall expire on the thirty-first day of August, 2016.
- 25.2 Commencement of Negotiations. The parties shall commence negotiations toward a new Collective Bargaining Agreement during the spring semester of 2016.

HOFSTRA UNIVERSITY

BY:



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

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

BY:



Dennis W. Mazzocco
President
Hofstra Chapter, A.A.U.P.

APPENDIX A

TARGET DATES FOR PERSONNEL ACTION

	Faculty Credentials Submitted	Recommendation of DPC or Ad Hoc Tenure Committee and Chairperson to Dean	Recommendation of FPB to Dean (if necessary)	Recommendation of Dean to Provost	Recommendation of UAB to Provost (if necessary)	Recommendation of Provost to President	Recommendation of President to Board of Trustees	Decision by Board of Trustees
Reappointments								
A. December 31 Notification: (Initial reappointment to rank of regular Instructor commencing September 1)	4/30 (Of First Year)	5/15	9/15	10/10	11/1	11/22	12/15	12/30
B. June 30 Notification: (Initial reappointment to rank of regular Instructor commencing Spring semester)	12/1	2/1	2/25	3/20	4/10	5/1	5/25	6/29
C. August 31 Notification (Initial reappointment: rank of regular Assistant Professor and higher)	2/15	3/15	4/15	5/15	6/15	6/30	7/15	8/30
D. August 31 Notification (other than initial reappointment; rank of regular Assistant Professor and higher)	9/1	10/15	11/22	1/10	2/25	4/1	5/8	6/29
Tenure and Promotion:								
August 31 Notification	9/1	12/15	2/22	3/30	5/7	6/15	7/15	8/30
Annual Evaluations	11/1	12/15 (Chair recommendation only)		2/15	3/15	4/30 (Provost's review completes process)		

Notes:

- (1) This schedule shall become effective as of September 1, 2011.
- (2) Refer to Article 6.1 to determine contract periods and expiration dates for each rank as well as the tenure probationary period.
- (3) For special appointments, notice of reappointment/non-reappointment shall be as specified in Article 24; for appointments where the reappointment schedules above do not allow adequate notice, and/or adequate time for review, the Dean of the affected unit shall work with the department to develop an appropriate schedule for review. In no case, however, may the date by which notice must be received be postponed.
- (4) Course and Teacher Ratings for all prior semesters shall be available prior to the Faculty Credentials submission date.

Appendix B
Your Summary of Benefits
 Effective 01/01/2012



POS

FACULTY

Benefit	In-Network ³	Out-of-Network ⁴
Deductible	N/A	\$500/\$1,000
Coinsurance	N/A	30%
Out-of-Pocket Maximum	N/A	\$3,000/\$6,000 (excludes deductible)
Lifetime Maximum	Unlimited	Unlimited
Dependent Children (covered to the end of the month)	Dependents to Age 26	Dependents to Age 26
Covered Preventive Care¹	Member Pays In-Network	Member Pays Out-of-Network
Covered Adult Preventive Care	\$0	Deductible and coinsurance
Annual Physical Exam	\$0	Covered in-network only
Well-Child Care (Up to age 19; including covered immunizations)	\$0	Deductible and coinsurance
Preventive Well-Woman Care	\$0	Deductible and coinsurance
Home/Office/Outpatient Care	Member Pays In-Network	Member Pays Out-of-Network
Home/Office/Outpatient Visits Copayment ²	\$15 (Non-Specialist) / \$25 (Specialist) copay	Deductible and coinsurance
Emergency Room/Facility (initial visit per occurrence)	\$25 copay (Waived if admitted within 24 hours)	\$25 copay (Waived if admitted within 24 hours)
Ambulatory/Outpatient Surgery ^{5,6}	\$0	Deductible and coinsurance
Presurgical Testing, Anesthesia	\$0	Deductible and coinsurance
Chemotherapy, Radiation Therapy	\$0	Deductible and coinsurance
Routine Maternity Care	\$0 (after initial office visit)	Deductible and coinsurance
Laboratory Tests, X-rays, MRI ⁵ /MRA ⁵ , CAT Scan, PET and Nuclear Cardiology	\$0 (Non-Preventive Lab & X-Rays subject to \$25 copay)	Deductible and coinsurance
Allergy Testing & Treatment	\$15 (Non-Specialist) / \$25 (Specialist) copay (Waived for treatment)	Deductible and coinsurance
Chiropractic Care (Up to 20 visits per calendar year) (In-Network & Out-of-Network combined)	\$25 (Specialist) copay	Deductible and coinsurance
Home Healthcare (Up to 40 visits per calendar year) (In-Network & Out-of-Network combined)	\$0	Coinsurance (no deductible)
Home Infusion Therapy	\$0	Deductible and coinsurance
Hospice Care (Up to 210 days per lifetime) In-Network & Out-of-Network combined)	\$0	Deductible and coinsurance
Physical Therapy ^{2,5} (Up to 30 visits per calendar year combined in home, office or outpatient facility) (In-Network & Out-of-Network combined)	\$0	Deductible and coinsurance
Speech/Language ^{2,5} , Occupational ^{2,5} , Vision Therapies ² (Up to 30 visits per calendar year combined in home, office or outpatient facility) (In-Network & Out-of-Network combined)	\$0	Deductible and coinsurance
Outpatient Cardiac Rehabilitation ²	\$0	Deductible and coinsurance
Second Surgical Opinion	\$15 (Non-Specialist) / \$25 (Specialist) copay (no copay applies if arranged through the Medical Management Program)	Deductible and coinsurance
Kidney Dialysis	\$0	Deductible and coinsurance

- (1) The following benefits, if provided in-network for preventive care, are not subject to copayment; mammography screenings, cervical cancer screening, colorectal cancer screenings, prostate cancer screenings, hypercholesterol screenings, diabetes screenings for pregnant women, bone density testing, annual physical examinations and up to two annual obstetric and gynecological examinations.
- (2) The following practitioners receive the lower (primary) copay for services provided in an office: patient's PCP, obstetricians, gynecologists, certified nurse midwives, and physical therapists. The higher (specialist) copay will apply for all other specialists when a copay is required, and for services received in an outpatient facility for physical and other speech, language, occupational and vision therapies.

Services provided by Empire HealthChoice HMO, Inc. and/or Empire HealthChoice Assurance, Inc., licensees of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield plans. In Connecticut, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc., an independent licensee of the Blue Cross and Blue Shield Association.

Your Summary of Benefits



POS

Benefit	In-Network ³	Out-of-Network ⁴
Inpatient Care⁵	Member Pays In-Network	Member Pays Out-of-Network
Inpatient Hospital (As many days as is medically necessary; semiprivate room and board)	\$0	Deductible and coinsurance
Surgery, Surgical Assistant, Anesthesia	\$0	Deductible and coinsurance
Physical Therapy, Physical Medicine, or Rehabilitation (Up to 30 inpatient days per calendar year) (In-Network & Out-of-Network combined)	\$0	Deductible and coinsurance
Skilled Nursing Facility (Up to 60 days per calendar year) (In-Network & Out-of-Network combined)	\$0	Deductible and coinsurance
Mental Health	Member Pays In-Network	Member Pays Out-of-Network
Outpatient Visits in Office	\$15 (Non-Specialist) copay	Deductible and coinsurance
Outpatient Visits in Facility	\$0	Deductible and coinsurance
Inpatient Care ⁷ (As many days as is medically necessary; semiprivate room and board)	\$0	Deductible and coinsurance
Alcohol/Substance Abuse⁷	Member Pays In-Network	Member Pays Out-of-Network
Outpatient Visits in Office	\$15 (Non-Specialist) copay	Deductible and coinsurance
Outpatient Visits in Facility	\$0	Deductible and coinsurance
Inpatient Detoxification (As many days as is medically necessary; semiprivate room and board)	\$0	Deductible and coinsurance
Inpatient Rehabilitation	\$0	Deductible and coinsurance
Other	Member Pays In-Network	Member Pays Out-of-Network
Medical Supplies	\$0 when obtained through Empire's medical supplies vendor	Deductible and coinsurance
Durable Medical Equipment ⁶	\$0	Deductible and coinsurance
Prosthetics & Orthotics ⁶	\$0	Deductible and coinsurance
Ambulance (air ambulance)	\$0	Deductible and coinsurance
Private Duty Nursing (covered only at home – unlimited visits)	\$0	Deductible and coinsurance
Organ Transplants –Travel & Lodging (\$10,000 Lifetime Maximum)	\$0	Deductible and coinsurance

- (3) In-network provider delivers care. In-network providers are in Empire's POS network, and in our affiliate POS network in Connecticut, Anthem Blue Cross and Blue Shield.
- (4) Out-of-network providers are providers who are not in Empire's POS network or our affiliate network in Connecticut, Anthem Blue Cross and Blue Shield. Out-of-network services rendered by providers who do not participate with Empire or with another Blue Cross Blue Shield plan through the BlueCard Program are subject to balance billing over the allowed amount. (This does not apply to emergency benefits.)
- (5) Empire's or Anthem's, CT network provider must precertify INN services or services may be denied; Empire or Anthem, CT network providers cannot bill members beyond INN copayment (if applicable) for covered services. You are responsible for obtaining precertification for out-of-network services. Your provider may call for you.
- (6) For ambulatory surgery, precertification is required for reconstructive surgery, outpatient transplants and ophthalmological or eye-related procedures. Precertification is also required for proposed cosmetic surgery, an excluded benefit except when medically necessary.
- (7) Precertification must be obtained from the Behavioral Healthcare Manager.

NOTE: This is a benefits summary only and is subject to the terms, conditions, limitations and exclusions set forth in the contract. Failure to comply with Empire's Medical Management or Behavioral Healthcare Management Program requirements could result in benefit reductions. This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

Included are preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

Services provided by Empire HealthChoice HMO, Inc. and/or Empire HealthChoice Assurance, Inc., licensees of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield plans. In Connecticut, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc., an independent licensee of the Blue Cross and Blue Shield Association.

Appendix C

Your Summary of Benefits

Effective 01/01/2012



EPO

FACULTY

Benefit	In-Network ¹
Lifetime Maximum	Unlimited
Dependent Children (covered to the end of the month)	Dependents to Age 26
Covered Preventive Care²	Member Pays In-Network
Covered Adult Preventive Care	\$0
Annual Physical Exam	\$0
Well-Child Care (Up to age 19; including necessary covered immunizations)	\$0
Preventive Well-Woman Care	\$0
Home/Office/Outpatient Care	Member Pays In-Network
Home/Office Visits	\$15 (Non-Specialist) / \$25 (Specialist) copay
Emergency Room/Facility (initial visit per occurrence)	\$25 copay (Waived if admitted within 24 hours)
Surgery ³ , Pre-surgical Testing, Anesthesia	\$0
Chemotherapy, Radiation Therapy	\$0
Routine Maternity Care	\$0 (after initial office visit)
Laboratory Tests, X-rays	\$0 (Non-Preventive Lab & X-Rays subject to \$25 copay)
MRI ⁴ /MRA ⁵ , CAT Scan, PET & Nuclear Cardiology	\$0 (Non-Preventive X-Rays subject to \$25 copay)
Allergy Testing & Treatment	\$15 (Non-Specialist) / \$25 (Specialist) copay (Waived for treatment)
Chiropractic Care (Up to 20 visits per calendar year)	\$25 (Specialist) copay
Home Healthcare (Up to 40 visits per calendar year)	\$0
Home Infusion Therapy	\$0
Hospice Care (Up to 210 days per lifetime)	\$0
Physical Therapy ³ (Up to 30 visits per calendar year combined in home, office or outpatient facility)	\$0
Other Short-Term Rehabilitative Therapies ³ – Speech/Language, Occupational, Vision (Up to 30 visits per calendar year combined in home, office or outpatient facility)	\$0
Cardiac Rehabilitation	\$0
Second Surgical Opinion	\$15 (Non-Specialist) / \$25 (Specialist) copay (no copay applies if arranged through the Medical Management Program)
Kidney Dialysis	\$0

- (1) A network provider must deliver all care. There is no out-of-network option for this product, except for emergency care (and Private Duty Nursing). The following practitioners receive the lower (Non-Specialist) copay for services provided in an office: Patient's PCP, obstetrics, gynecologists, certified nurse midwives, nurse practitioners, Preventive Medicine, Geriatrics, Internal Medicine, Pediatrics, General Practitioner, Family Practitioner. The higher (Specialist) copay will apply for all other specialists when a Copay is required.
- (2) The following benefits, if provided in-network for preventive care, are not subject to copayment; mammography screenings, cervical cancer screenings, colorectal cancer screenings, prostate cancer screenings, hypercholesterolemia screenings, diabetes screenings for pregnant women, bone density testing, annual physical examinations and up to two annual obstetric and gynecological examinations.
- (3) You are responsible for obtaining precertification from Empire's Medical Management Program for these services. Your provider may call for you. For ambulatory surgery, precertification is required for reconstructive surgery, outpatient transplants and ophthalmological or eye-related procedures. Precertification is also required for cosmetic surgery, an excluded benefit except when medically necessary.
- (4) Precertification is required by Empire's Behavioral Healthcare Management Program.

Services provided by Empire HealthChoice HMO, Inc. and/or Empire HealthChoice Assurance, Inc., licensees of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield plans.

Your Summary of Benefits



EPO

Benefit	In-Network ¹
Inpatient Care³	
Member Pays In-Network	
Inpatient Hospital (As many days as is medically necessary; semiprivate room and board)	\$0
Surgery, Surgical Assistant, Anesthesia	\$0
Physical Therapy, Physical Medicine or Rehabilitation (Up to 30 inpatient days per calendar year)	\$0
Skilled Nursing Facility (Up to 60 days per calendar year)	\$0
Mental Health⁴	
Member Pays In-Network	
Outpatient Visits in Office	\$15 (Non-Specialist) copay / \$25 (Specialist) copay
Outpatient Visits in Facility	\$0
Inpatient Care (As many days as is medically necessary; semiprivate room and board)	\$0
Alcohol/Substance Abuse⁴	
Member Pays In-Network	
Outpatient Visits in Office	\$15 (Non-Specialist) copay / \$25 (Specialist) copay
Outpatient Visits in Facility	\$0
Inpatient Detoxification (As many days as is medically necessary; semiprivate room and board)	\$0
Inpatient Rehabilitation	\$0
Other	
Member Pays In-Network	
Medical Supplies	\$0 when obtained through Empire's medical supplies vendor
Durable Medical Equipment ⁵	\$0
Prosthetics & Orthotics ⁵	\$0
Ambulance (air ambulance)	\$0
Private Duty Nursing (covered at home only – unlimited visits)	\$0
Organ Transplants – Travel & Lodging (\$10,000 Lifetime Maximum)	\$0

(5) For services received from an Empire network provider, the provider must precertify in-network services; Empire's network providers cannot bill members for covered services. Outside Empire's network area, you must obtain precertification from Empire's Medical Management Program for services from in-network BlueCard® PPO providers (with the exception of MRI, MRA, PET, CAT and Nuclear Cardiology services, which do not require precertification for services rendered from in-network BlueCard® PPO providers outside of Empire's network area). The BlueCard® PPO provider may call for you for services that do require precertification.

(6) Empire's network provider must obtain authorization for clinical/medical necessity for in-network services; Empire network providers cannot bill members beyond the in-network copayment for covered services. Authorization is not required for services rendered from in-network BlueCard® PPO providers outside of Empire's network area.

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Included are preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

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Appendix D



Hospital/Medical Benefit Summary for	
HOFSTRA UNIVERSITY – WRAP PLAN – POST 65 RETIREE – EFFECTIVE 1/1/12	
Dependent Children	To age 26, full time students to age 26 (end of month)
Lifetime Maximum	Unlimited
COST SHARING	
Member Pays	
Deductible	\$500 Individual / \$1,000 Family
Coinsurance	20%
Out-of-Pocket Maximum	\$3,000 Individual / No Family Max (excludes deductible)
HOSPITAL BENEFITS	
Member Pays	
Inpatient (Except Mental Health) 180 days per calendar year, semi-private room and board	Participating = \$0 Non-Participating = Balance Billing [†]
Inpatient Physical Therapy, Physical Medicine or Rehabilitation [†] 30 inpatient days per calendar year	Participating = \$0 Non-Participating = Balance Billing [†]
Mental Health Unlimited Inpatient days per calendar year Unlimited detox days per calendar year	Participating = \$0 Non-Participating = Balance Billing [†]
Alcohol/Substance Abuse Unlimited detox days per calendar year Unlimited Rehab days per calendar year	Participating = \$0 Non-Participating = Balance Billing [†]
Maternity	Participating = \$0 Non-Participating = Balance Billing [†]
Routine Nursery Care	Participating = \$0 Non-Participating = Balance Billing [†]
Birth Centers	Participating = \$0 Non-Participating = Balance Billing [†]
Outpatient Ambulatory surgery, pre-surgical testing, chemotherapy, radiation therapy, mammography & cervical cancer screening	Participating = \$0 Non-Participating = Balance Billing [†]
Emergency Room/Facility Initial visit for emergency care	Participating = subject to 20% coinsurance, no deductible Non-Participating = subject to 20% coinsurance, no deductible
OTHER FACILITY BENEFITS	
Member Pays	
Alcohol/Substance Abuse Unlimited visits per calendar year, including family counseling visits	Participating = \$0 Non-Participating = Balance Billing [†]
Home Health Care Up to 240 visits per calendar year (includes Private Duty Nursing visits)	Participating = subject to 20% coinsurance and deductible Non-Participating = Balance Billing [†]
Outpatient Kidney Dialysis	Participating = \$0 Non-Participating = Balance Billing [†]
Hospice Up to 210 days per lifetime	Participating = \$0 Non-Participating = Balance Billing [†]
Skilled Nursing Facility Up to 100 days per confinement per calendar year	Participating = \$0 Non-Participating = Balance Billing [†]

MEDICAL BENEFITS	Member Pays
Home/Office Visits	Deductible and Coinsurance
Well Woman Care	Deductible and Coinsurance
Inpatient Visits	Deductible and Coinsurance
Diagnostic Screening & Mammography	Deductible and Coinsurance
Maternity	Deductible and Coinsurance
Surgery & Surgical Assistant	Deductible and Coinsurance
Minor Surgery	Deductible and Coinsurance
Anesthesiology	Deductible and Coinsurance
Lab & X-Ray (MRI/MRA)	Deductible and Coinsurance
Mental Health <ul style="list-style-type: none"> • Unlimited visits per calendar year - office visits or outpatient • Unlimited inpatient visits per calendar year 	Deductible and Coinsurance
Allergy Testing and Treatment	Deductible and Coinsurance
Second Surgical Opinion	Deductible and Coinsurance
Second Medical Opinion for Cancer	Deductible and Coinsurance
Physical Therapy <ul style="list-style-type: none"> • Up to 30 visits per calendar year combined in home or office 	Deductible and Coinsurance
Other Therapies (Occupational, speech) Outpatient Department or office visits, Up to 30 visits per calendar year	Deductible and Coinsurance
Vision Therapy	Not Covered
Cardiac Rehabilitation, Respiratory Therapy	Deductible and Coinsurance
Medical Supplies	Deductible and Coinsurance
Diabetic Supplies, Education	Deductible and Coinsurance
Durable Medical Equipment, Prosthetics & Orthotics	Deductible and Coinsurance
Chiropractic Care – 20 visit maximum per calendar year	Deductible and Coinsurance
Home Infusion Therapy	Deductible and Coinsurance
Ambulance (local)	Deductible and Coinsurance
Well Child Care (Up to age 19; including necessary immunizations)	Participating = \$0 Non-Participating = Balance Billing ¹
Organ Transplants – Bone & Stem Cell Donor Search Covered	Deductible and Coinsurance

(1) Provider may seek payment for difference between the allowed amount and charges

NOTE: This is a benefit summary only and is subject to the terms, conditions, limitations, and exclusions set forth in the contract. Failure to comply with our Medical Management or Behavioral Health Care Management Program requirements could result in benefit reductions.

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