

AGREEMENT

THIS AGREEMENT is made effective as of July 1, 2004, by and between the Administration of St. John's University, New York (the "Administration") and the St. John's Chapter of the American Association of University Professors – Faculty Association at St. John's University (the "AAUP-FA").

PREAMBLE

The parties recognize that the University has a responsibility to its students to maintain high standards of education, that the parties mutually benefit from the continued improvement of the University as an institution of higher learning, and that the faculty members are uniquely qualified to formulate and develop educational programs.

The parties also recognize that the broadest possible cooperation between them is essential to the successful determination of educational policy and achievement of educational objectives. To that end, the parties recognize the educational philosophy of the 1966 Statement on Government of Colleges and Universities (the "*1966 Statement*") of the American Association of University Professors.

The purpose of this Agreement is to promote and improve the quality of education at the University and to maintain high standards of academic excellence in all phases of teaching, research and scholarship, and service at the University. These objectives are advanced by an amicable adjustment of matters of mutual interest, agreement on the terms and conditions of employment, and a common understanding of personnel policies, practices and procedures.

ARTICLE 1 RECOGNITION

1.01 Recognition

a. The Administration recognizes the AAUP-FA as the exclusive bargaining representative for all full-time and regular part-time faculty members now or hereafter employed by the University in the bargaining unit set forth in the certification issued by the New York State Labor Relations Board dated April 22, 1970, and who are hereinafter referred to as “faculty members.” A copy of the certification is annexed hereto as Appendix B.

b. The parties agree that, in the event that there is any merger or consolidation with any other educational institution, or an acquisition of any other educational institution, the faculty members of such other educational institution who become employed by the University shall become members of the bargaining unit herein. In the event, however, that such faculty members are members of a collective bargaining unit and a contract for such unit is in effect at the time of such merger, consolidation or acquisition, such faculty members shall not be required to become or remain part of the instant bargaining unit.

1.02 The Bargaining Unit Membership

The Administration agrees to furnish to the AAUP-FA, upon request, but not more often than once in any academic year, the names and addresses of all members in the unit. In addition, the Administration shall furnish to the AAUP-FA the names of new full-time faculty members in the unit within a reasonable time after their appointment.

1.03 Scope of the Agreement

This Agreement shall be binding upon and exclusively between the AAUP-FA and the Administration, unless otherwise specifically provided herein. All rights and privileges claimed under the terms of this Agreement shall be enforceable only by the AAUP-FA and the Administration, unless otherwise specifically provided herein.

1.04 Definitions

The terms and definitions set forth in Appendix C shall have the meanings as described therein and apply throughout this Agreement, unless otherwise specifically provided herein.

1.05 Application to Individual Faculty Members

This Agreement shall be incorporated by reference into every employment contract issued to a faculty member. The rights, privileges and obligations of faculty members set forth in this Agreement shall be assimilated into and made part of every individual contract of employment between a faculty member and the University. All such rights, privileges and obligations claimed under such individual contracts of employment shall be enforceable only through the procedures set

forth in this Agreement or in the Statutes of the University. If there is a conflict between the terms of an individual faculty member contract and the terms of this Agreement, this Agreement shall control. A copy of this Agreement and any amendments to it and a current copy of the University Statutes will be furnished to all faculty members.

1.06 This Agreement and the University Statutes

This Agreement does not modify, rescind or repeal any of the provisions of the Statutes of the University, or any future amendments of the University Statutes which do not conflict with this Agreement. The University Statutes, with all such amendments, to the extent that they do not conflict with the terms of this Agreement, are assimilated into and made part of every individual contract of employment between a faculty member and the University. If there is a conflict between the University Statutes and this Agreement, then this Agreement shall govern on the point in conflict.

1.07 This Agreement and University Governance

During the term of this Agreement, the Administration will not alter the organizational structure and responsibilities of the University Senate or the Faculty Councils within the bargaining unit without the consent of the AAUP-FA.

1.08 External Educational Associations

Nothing contained in this Agreement shall be construed to limit the freedom of the Administration to recognize and deal with external educational associations, accrediting agencies, and professional organizations, such as the national office of the American Association of University Professors, provided, however, that such recognition or dealing shall not repeal, rescind or otherwise modify the terms and conditions of this Agreement.

1.09 Faculty Member Consulting Contracts with the University

When the University enters into a contract with a third party and utilizes the services of faculty members (other than teaching services for which semester hours of credit are given) to fulfill the contract, the University and the faculty member shall mutually agree upon the terms and conditions of such additional employment. Any such agreement shall be in writing and a copy given to the faculty member employed. The written agreement shall set forth the obligations of the faculty member and the University and be binding on both. Such agreement may be enforced by either party in any court of competent jurisdiction, but shall not be subject to the grievance-arbitration procedures of this Agreement.

ARTICLE 2
THE UNIVERSITY MISSION AND EDUCATIONAL PHILOSOPHY

2.01 The Mission

a. The AAUP-FA and the Administration incorporate in full the Mission Statement of the University into this Agreement. A copy of the Mission Statement is attached as Appendix D.

b. Every faculty member is responsible to be aware of the University's Mission Statement and to adhere to it while he/she is a faculty member.

2.02 Educational Philosophy

a. Academic Freedom

The parties incorporate herein by reference the *1940 Statement of Principles on Academic Freedom and Tenure* of the American Association of University Professors in accordance with the endorsement of the Board of Trustees of the University on January 15, 1968.

In furtherance of the foregoing, the parties incorporate the following text from the *1966 Statement*:

The right of...a faculty member...to speak on general educational questions or about the administration and operations of his own institution is part of his right as a citizen and should not be abridged by the institution.¹ There exist, of course, legal bounds relating to defamation of character, and there are questions of propriety.

b. Academic Governance

i. The parties hereby incorporate into this Agreement Part V of the *1966 Statement* insofar as it is applicable to the University and to the extent set forth below.

The faculty has primary responsibility for such fundamental areas as curriculum, subject matter and methods of instruction, research and scholarship, faculty status, and those aspects of student life which relate to the educational process. Faculty status includes appointments, reappointments, decisions not to reappoint, promotions, the granting of tenure and dismissal. The

¹ With respect to faculty members, the *1940 Statement of Principles on Academic Freedom and Tenure* reads: "The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence, he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others and should make every effort to indicate that he is not an institutional spokesman."

primary responsibility of the faculty for such matters is based upon the fact that its judgment is central to general educational policy. Furthermore, scholars in a particular field or activity have the chief competence for judging the work of their colleagues; in such competence it is implicit that responsibility exists for both adverse and favorable judgments. Likewise there is the more general competence of experienced faculty personnel committees having a broader charge.

Determinations in these matters should first be by faculty action through established procedures, reviewed by the chief academic officers with the concurrence of the Board of Trustees. On these matters the power of review or final decision is lodged in the governing board or delegated by it to the President. The decision shall ordinarily concur with faculty determinations expressed through the appropriate University bodies or agencies in those areas, referred to above, where the faculty has primary responsibility, except in rare circumstances and for compelling reasons. The reasons for the failure to concur shall be communicated to the faculty. The faculty, following such communication of failure to concur, shall have the opportunity for further consideration and further transmittal of its views to the President or to the Board of Trustees. Budgets, manpower limitations, the time element and the policies of other groups, bodies and agencies having jurisdiction over the institution may set limits to realization of faculty advice.

When educational policies have been established by the Board of Trustees, after such consultations and/or discussions as may be required in the University Statutes or in this Agreement, it becomes the responsibility primarily of the faculty to determine appropriate curriculum and procedures of student instruction. The faculty sets the requirements for the degrees offered in course, determines when the requirements have been met, and recommends to the President and Board that the degrees thus achieved be granted.

Agencies for faculty participation in the government of the University have been established by the University Statutes and by this Agreement at each level where faculty responsibility is present. The structure and procedures for faculty participation shall be established, modified or abridged only by joint action of the components of the institution. Faculty representatives shall be selected by the faculty, according to procedures determined by the faculty.

ii. The AAUP-FA and the Administration, by the provisions of paragraph 2.02 b(i) and, by the incorporation of the University Statutes into this Agreement, recognize the desirability of participation by the faculty in various areas specified therein as well as the desirability of generally resting final authority in the Administration, as specified therein. The parties agree that all rights, powers and authority of the Administration which have not been abridged or modified by this Agreement are retained by the Administration. The existence and right to exercise such powers and authority shall not be subject to the grievance-arbitration procedures set forth in this Agreement, but any claim of arbitrary, unreasonable or discriminatory exercise of such powers and authority relating to the terms and conditions of employment of the faculty shall be subject to such grievance-arbitration procedures.

2.03 Faculty Governance

The presently constituted organizations within the University (e.g., the University Senate, Faculty Councils, Department Personnel and Budget Committees, etc.) or any other or similar body composed in whole or in part of the faculty, shall continue to function at the University, provided that the actions thereof may not directly or indirectly repeal, rescind or modify the terms and conditions of this Agreement.

ARTICLE 3
FACULTY APPOINTMENTS

3.01 Initial Appointments of Full-Time Faculty Members

Initial appointments to the full-time faculty shall be made in accordance with Article 8 of the Statutes of the University. The initial decision on such appointments shall be made by the Personnel and Budget Committee of the department making the appointment after a thorough review of the candidate's credentials, including a personal interview or demonstration of teaching competence where appropriate. The decision of the Personnel and Budget Committee is subject to the approval of the Dean and the Provost. If the Dean or the Provost disapproves an appointment proposed by the Department Personnel and Budget Committee, the Dean or Provost will provide a written statement of the reason for the disapproval. No full-time faculty appointment may be made without the prior approval of the Department Personnel and Budget Committee, unless the appointment is a Presidential appointment in accordance with paragraph 3.04 of this Agreement.

3.02 Temporary Full-Time Appointments

(i) Where there is a temporary need for a full-time faculty member, a temporary appointment may be made, in accordance with the procedures set forth in paragraph 3.01 of this Agreement, for a period not to exceed one year.

(ii) Temporary Full-Time faculty members shall be permitted to teach courses that comprise (1) the University's "common core" curriculum, and (2) the University's "distributed core" curriculum, except social science courses. With respect to courses in the "distributed core" curriculum, the parties will seek to avoid over-concentration of temporary full-time faculty in any department. Notwithstanding anything to the contrary herein, Temporary Full-Time faculty members may teach any course within the University (including without limitation courses outside the common and distributed cores) with the prior consent of the AAUP-FA.

(iii) There shall not be more than fifty (50) temporary full-time faculty members teaching pursuant to this Section during any semester.

(iv) A temporary appointment may be renewed no more than six times. Renewals for temporary faculty members shall be made in accordance with the reappointment procedures for probationary faculty members as set forth in paragraphs 8.03 and 8.04 of the University Statutes. If any faculty member, initially hired as a temporary appointment, is later hired for a tenure-track position, the period of the temporary appointment (and any renewals thereof) shall not be counted toward the evaluation period for tenure set forth in Article 9 of the University Statutes.

(v) The normal teaching load for temporary full-time faculty members is 12 credits per semester.

(vi) Temporary full-time faculty members shall be ineligible to participate on any statutory faculty committee, including faculty councils.

3.03 Initial Appointments of Adjunct Faculty Members

The initial decision on appointments of new adjunct faculty members shall be made by the Department Personnel and Budget Committee following the procedures of paragraph 3.01, of this Agreement, provided, that when an emergency arises and it is not practicable for the Committee to meet and decide, the initial decision on the appointment of new adjunct faculty members shall be made by the Department Chairperson, after consultation with, and approval, of the Dean. Emergency initial appointments of adjunct faculty members shall be reported by the Chairperson to the Department Personnel and Budget Committee as soon as possible with all the circumstances necessitating such emergency action. If an initial appointment has been made by the Chairperson without prior consultation with the Department Personnel and Budget Committee, and the Chairperson intends to extend the appointment beyond the initial semester or summer session, then the Chairperson must notify the Department Personnel and Budget Committee of his/her intent to do so, and obtain the approval of the Personnel and Budget Committee to extend the appointment.

3.04 Presidential Appointment

a. The parties incorporate into this Agreement the following text from the *1966 Statement*:

The President must at times, with or without support, infuse new life into a department; relatedly, the President may at times be required, working within the concept of tenure, to solve problems of obsolescence. The President will necessarily utilize the judgments of the faculty, but may also, in the interest of academic standards, seek outside evaluations by scholars of acknowledged competence.

b. If the President deems it necessary to infuse new life into a department:

(i) The President shall request the Department Personnel and Budget Committee to search for a faculty member or members having the qualifications designated by the President.

(ii) If the Department Personnel and Budget Committee fails to recommend a candidate acceptable to the President within a reasonable time specified by the President, the President may make such appointments as he deems necessary to infuse new life into the department.

ARTICLE 4
ACADEMIC RANK AND QUALIFICATIONS

4.01 Full-Time Faculty Members

The ranks for full-time faculty members are: Research Professor, Instructor, Assistant Professor, Associate Professor and Professor.

4.02 Adjunct Faculty Ranks

The ranks for adjunct faculty members are: Adjunct Instructor, Adjunct Assistant Professor, Adjunct Associate Professor and Adjunct Professor.

4.03 Qualifications

The qualifications for faculty ranks are set forth in Article 7 of the University Statutes.

4.04 Specially Designated Faculty Members

The University may also employ as teaching faculty certain specially designated faculty members who are not members of the bargaining unit and are not subject to the terms of this Agreement. Specially designated faculty members include, but are not limited to:

- a. persons who hold an endowed chair; and
- b. persons who receive an annual appointment as a “Visiting Professor” or “Distinguished Professor” or similar title and whose appointment is not extended for more than one additional academic year, except by agreement between the University and the AAUP-FA.

4.05 One Faculty

This Agreement does not establish a separate and distinct graduate faculty.

ARTICLE 5
PERSONNEL FILES

5.01 Categories

The University shall maintain two categories of personnel files for each faculty member:

a. There shall be a pre-employment file which shall contain all materials requested or received by the University from persons other than the applicant in connection with the faculty member's original employment. The pre-employment file shall be kept by the Human Resources Department and shall not be available either to the faculty member or to the committees and individuals responsible for the review and recommendation of the faculty member with respect to reappointment, promotion or tenure.

b. There shall be an official category of personnel files which is to be maintained by the Dean of the college of the respective faculty member. It shall be the only category of files which shall be available to committees and individuals responsible for the review and recommendation of the faculty member with respect to reappointment, promotion or tenure. It shall include, but not be limited to the following:

(1) Information relating to the faculty member's academic and professional accomplishments submitted by the faculty member or placed in said file at the faculty member's request.

(2) Memoranda of discussion between the faculty member and the Department Chairperson or administrators relating to evaluations of the faculty member's professional performance. Copies of such memoranda shall be sent to the faculty member involved.

(3) Personnel information other than that referred to in paragraph 5.01 a. of this Agreement. The Administration shall notify the faculty member within a reasonable time that such material has been placed in the faculty member's file and the faculty member shall have the right to provide a written response.

5.02 Inspection

The personnel file described in paragraph 5.01 b. of this Agreement, shall be available for examination by the faculty member who shall be entitled to review such personnel file at reasonable hours upon written request. In addition, the faculty member may, at a reasonable charge for copies, make or obtain copies of said file. If the person in charge of said file does not approve the removal thereof for the purpose of making such copies, such copies shall be made for the faculty member, at a reasonable charge for copies, and within five school days after receipt of a written request from the faculty member. A faculty member may respond in writing to any documentation in his or her personnel file.

5.03 Grievances

Any grievance pursuant to Article 21 of this Agreement, filed by a faculty member or against a Department Chairperson, shall not be included within the personnel file of the faculty member or Department Chairperson.

ARTICLE 6
PROCEDURES FOR REAPPOINTMENT, PROMOTION AND TENURE

6.01 Procedures

The Procedures for Reappointment, Promotion and Tenure for all full-time faculty members are set forth in the University Statutes.

6.02 Subject of Negotiation

The Procedures for Reappointment, Promotion and Tenure have been arrived at through negotiation between the University and the AAUP-FA. They may not be modified in any way without the agreement of both parties.

ARTICLE 7
ADMINISTRATION OF ACADEMIC DEPARTMENTS

7.01 Department Chairpersons

Each academic department shall have a Chairperson. The provisions governing the qualifications, selection, term of office and duties of the Chairperson are set forth in Article 4 of the University Statutes and the procedures for the removal of the Chairperson are set forth in Article 10 of the Statutes of the University. The Chairperson remains a member of the faculty during his/her service as a Chair.²

7.02 Reductions for Chairpersons

Each Chairperson shall receive a reduction of six semester hours of credit in the normal teaching workload during each semester of service as Chairperson. In the Departments of Physics and Chemistry which offer recitations, the Chairperson shall not be obliged to teach recitations.

7.03 Stipend for Chairpersons

Each Chairperson shall receive a stipend in accordance with the schedule attached as Appendix E.

7.04 Assistant Chairperson

Each department having fifteen (15) or more full-time faculty members calculated on a full-time equivalent basis shall have an Assistant Chairperson whose duties will be established by the Department Chairperson. Among the duties of the Assistant Chairperson will be to evaluate the teaching performance of the adjunct faculty members who serve in the department, under the direction of the Chairperson. A designation of the duties of the Chairperson that may be delegated to the Assistant Chairperson will be set forth in a separate memorandum between the Administration and the AAUP-FA.

² Concerning the status of Chairpersons, the parties further agree:

a. The Administration shall not, in any proceeding before an arbitrator, administrative body or court, in any way rely upon the inclusion of Departmental Chairpersons within the grievance procedure of the Collective Bargaining Agreement in order to establish the supervisory status of Chairpersons.

b. It is the intention of the parties that if any issue relating to the status of Chairpersons is brought to any arbitrator, administrative body or court, the inclusion of Departmental Chairpersons in the grievance procedure of the Collective Bargaining Agreement shall not be considered evidence of their status as a “supervisor.”

7.05 Selection of Assistant Chairperson

The Chairperson shall, following consultation with the appropriate Personnel and Budget Committee, nominate at least two (2), but not more than three (3), suitable, tenured members of the faculty for appointment to Assistant Chairperson. The candidates will be reviewed by the Dean who will make a recommendation to the Provost. The Provost may select any of the candidates nominated by the Department Chairperson, or request additional nominations from the Department Chairperson. The selection of the Provost shall be final.

7.06 Term of Service

The Assistant Chairperson shall serve a term coincident with that of the Department Chairperson. If a Chairperson is selected for an additional term, the Chairperson shall follow the procedure for nominating an Assistant Chairperson. An Assistant Chairperson may be removed at any time by the Dean with the approval of the Provost if it is determined that the Assistant Chairperson is not meeting the needs of the department. Such removal shall not be grievable provided that the Assistant Chairperson receives the stipend provided in paragraph 7.07 of this Agreement for the balance of the pending term.

7.07 Stipend for Assistant Chairperson

Every Assistant Chairperson shall receive a stipend equal to 40% of the stipend paid to the Chairperson whom they assist, or \$3,500, whichever is greater, for each year of service as Assistant Chairperson. This stipend will be paid in the same manner and on the same schedule as Chairperson stipends are paid.

7.08 Full-Time Equivalent

For purposes of determining when adjunct faculty members are teaching the equivalent of one full-time faculty member (a "full-time equivalent"), the normal teaching load of the school involved is used. In the College of Professional Studies, adjuncts teach a full-time equivalent for every twelve (12) credits taught. In all other colleges, adjuncts teach a full-time equivalent load for every nine (9) credits taught.

ARTICLE 8
ACADEMIC CALENDAR

8.01 Calendar Committee

There shall be a Calendar Committee which shall be a standing committee composed of eight members whose function it will be to establish and consider revisions of the academic calendar or calendars.

a. The committee shall be composed of two persons appointed by the President of the University, two persons appointed by the President of the St. John's Chapter of the American Association of University Professors, two persons appointed by the President of the Faculty Association at St. John's University, and two persons appointed by and from the respective student governments. The chairperson of the committee shall be elected by and from the membership of the committee. The committee shall report to the President of the University with its calendar recommendations.

b. Should the President, for compelling reasons, reject any of the recommendations submitted to him, he shall so notify the committee in writing, stating his reasons therefor. The committee shall reconsider its recommendations in light of the President's reasons and shall present its revised recommendations, if any, to the President within two weeks of its receipt of the President's objection. Any reasonable decision by the President shall be determining.

ARTICLE 9 FACULTY RESPONSIBILITIES

9.01 General

Every faculty member has an obligation to teach effectively, to conduct scholarship and scholarly research, and to serve the University in its efforts to grow and develop as an academic institution, as set forth herein.

9.02 Teaching

The faculty member seeks above all to be an effective teacher and scholar. The faculty member recognizes that effective teaching requires continued improvement of pedagogical methods, classroom presentation and student advisement. To that end the Administration and the AAUP-FA have agreed that faculty members are expected to devote energies to faculty development. An important element of successful teaching is the faculty member's commitment to be available to students outside the classroom for advisement, academic discussions and to answer questions. The faculty member is expected as a matter of course to be available to his/her students and to discharge his/her responsibilities for student advisement in a conscientious, professional and considerate manner. Paragraph 9.21 of this Agreement sets forth the basic obligations of the faculty in this respect. When requested to do so, the faculty member shall participate in preparing, administering and grading comprehensive examinations.

9.03 Research and Scholarship

The faculty member recognizes that effective research and scholarship enhances teaching and the reputation of the University and the faculty member accepts the obligation to develop, improve and demonstrate scholarly competence. Faculty members are expected to be active in research and scholarship. In the College of Professional Studies and in the University Libraries, faculty members are expected to engage in professional development.

9.04 Service

In keeping with the significant and appropriate involvement of the faculty in the academic governance of the University, the faculty member recognizes the obligation to develop, support and enhance the life of the University by participating in department, college and University committees and organizations whose work is essential to improving the quality of the University as an institution of higher learning. This includes attending appropriate meetings and evaluating and updating courses and programs to maintain their quality, relevance and viability.

9.05 Teaching Load

The normal teaching load for faculty members, except for faculty members in the College of Professional Studies, is nine (9) credits per semester. The normal teaching load for faculty members in the College of Professional studies is twelve (12) credits per semester. For purposes

of calculating teaching load, graduate credits and undergraduate credits are equivalent. Every faculty member is expected to teach a normal load, except as otherwise specifically provided in this Agreement.

9.06 Teaching Load Adjustment for Faculty Members Outside The College of Professional Studies

a. Tenured faculty members outside the College of Professional Studies who have not been active in research and scholarship, and who prefer at this stage of their academic careers to teach an additional course rather than to undertake a research and scholarship obligation, may apply to teach an additional course in fulfillment of their research and scholarship responsibilities using the following procedure:

(1) A faculty member may request that the Chair assign an additional course in fulfillment of the faculty member's research and scholarship responsibilities.

(2) If the Chair determines that the adjustment is appropriate, the Chair will make a recommendation to the Dean that the faculty member teach four (4) courses and have a reduced research and scholarship obligation. The decision of the Dean, in consultation with the Provost, will be final.

b. Faculty members approved for such a teaching load will be eligible for a Recognition Award, and the additional course will satisfy the research and scholarship responsibility for this purpose.

9.07 The College of Professional Studies

The Administration recognizes that faculty members in the College of Professional Studies have a greater teaching load than other colleges, and that faculty members in that College are not expected to be active in research and scholarship. Instead, in the College of Professional Studies, faculty members are expected to engage in professional development.

9.08 Teaching Load Adjustment for Faculty Members in The College of Professional Studies

a. Validation If a tenured faculty member in the College of Professional Studies desires to undertake a research and scholarship obligation commensurate with faculty members in other colleges and is validated for such work, then the faculty member will become eligible for a teaching load of nine (9) credits per semester beginning in the Fall semester following validation. Validation is the determination that the research and scholarship credentials of the tenured faculty member would qualify the faculty member for tenure elsewhere in the University as appropriate to the faculty member's academic discipline.

b. Procedure for Validation Eligible faculty members in the College of Professional Studies who wish to be validated may submit an application for validation to the Provost for review by the University Personnel Committee ("UPC"). The application for validation will include the applicant's qualifications for validation and shall be submitted to the

Provost, with a copy to the Dean, no later than December 1. The UPC will consider validation applications, and decide them by a majority vote, during the period when it reviews tenure applications submitted for that year.

c. Continuing Validation A faculty member validated pursuant to this procedure is obligated to undertake a research and scholarship obligation commensurate with that of faculty members elsewhere in the University. Each year the Dean will review the annual report submitted by validated faculty members. If the Dean considers that the faculty member has not met the research and scholarship obligations required of validated faculty members, then the Dean will submit the annual report to the UPC for review. If the UPC, by majority vote, concludes that the faculty member has not met the research and scholarship obligations of a validated faculty member, then the UPC shall withdraw validation and the faculty member will be assigned the normal teaching load for the College of Professional Studies in the following semester. The faculty member may submit a new application for validation which may be granted if the faculty member's subsequent research and scholarship warrants it.

d. Decision Final Decisions of the UPC on applications for validation or to withdraw validation will be final and therefore not grievable.

9.09 Teaching Overload

a. Assignment of Teaching Overload There may be occasions when a department can deliver its desired course schedule only if a full-time member of the department teaches in excess of the normal faculty member-teaching load. If such a need arises, the Department Chairperson shall notify the Dean as soon as practicable and consult with the Department Personnel and Budget Committee. The Chairperson shall identify the faculty members capable of satisfying the teaching needs of the department and determine whether the faculty member is able and willing to teach the necessary course. A faculty member must accept the course if the faculty member is then scheduled for less than a normal teaching load, even if accepting the course will result in overload. If the faculty member is scheduled for a normal or greater teaching load, the faculty member is not required to accept any additional teaching load, but may agree to do so. The Chairperson must secure the written approval of the Dean before assigning any course that would result in a teaching overload, or which would increase an existing teaching overload. In order to encourage research and scholarship, and service, a department will make every effort to limit overload to no more than one course per semester for any faculty member. In addition, a faculty member on a research reduction is not eligible for teaching overload.

b. Compensation for Teaching Overload For each semester hour of credit in excess of the normal teaching load, a faculty member shall be paid one thirty sixth (1/36) of the faculty member's annual salary for the year in which the overload is taught.

c. Clarification: Reductions as Credits Taught. Each one semester hour credit reduction in the normal teaching workload that is provided to faculty members as required by this Agreement (*i.e.*, research reductions, grievance committee reductions, collective bargaining committee reductions and Chairperson reductions) shall be counted as one semester hour credit taught for purposes of calculating overload. This subparagraph "c" is a clarification

of an existing practice and/or interpretation of this Agreement; it is not intended to change in any pre-existing respect any term or condition of employment.

9.10 Course Offerings

The procedure for developing a schedule of course offerings for upcoming semesters is as follows: The Department Chairperson shall consult with the Department's Educational Policy Committee and in conjunction with that Committee, shall develop a schedule of proposed course offerings, specific course titles, the number of courses to be offered each semester as well as their time and proposed campus locations. If a department does not have an Educational Policy Committee, the Chairperson shall consult with one of the Committees referred to in paragraph 4.03 of the University Statutes. The Department Chairperson shall review the proposed course schedule with the Dean. The Department Chair shall verify in writing to the Dean that he/she has consulted with the Educational Policy Committee in developing her/his recommendations, or in unusual cases, state why it was impractical to do so. If the Dean rejects the Chairperson's recommendation, the Dean will state in writing the reasons for doing so. The Department Chairperson will then consult with the Department Educational Policy Committee, if practicable, to develop further recommendations for consideration by the Dean. Any reasonable change by the Dean shall be final.

9.11 Procedure for Course Assignments

The Department Chairperson shall assign faculty members to teach course offerings for upcoming semesters in accordance with the following procedure. The Department Chairperson will solicit the teaching preferences of each faculty member in the department. The Chairperson will then consult with the Department Personnel and Budget Committee and using the criteria set forth in paragraph 9.12 of this Agreement, will develop a proposed assignment of courses. The Department Chairperson will then review the proposed course assignments with the Dean. At that time, the Department Chair will verify in writing to the Dean, that the Chairperson has consulted with the Department Personnel and Budget Committee. If the Dean rejects any recommendations, she/he shall state in writing the reason for doing so. The Department Chairperson will then consult with the Department Personnel and Budget Committee, if practicable, to develop further recommendations for consideration by the Dean. Any reasonable change by the Dean shall be final.

9.12 Criteria for Course Assignment

In making course assignments, the Department Chairperson, in consultation with the Department Personnel and Budget Committee, shall consider: 1) the qualifications of the faculty member to teach the course; 2) the needs of the department, and 3) those things being equal, the seniority of the faculty members who have indicated interest in teaching the course.

9.13 Emergency Assignments

If an emergency arises, a change in previously made course assignments may become necessary. If so, the Department Chairperson (or in his/her absence, the Dean) shall consult with

the Personnel and Budget Committee to solicit their views, and shall consult with the affected faculty member in an effort to achieve the solution that is best for all concerned. Any reasonable change by the Dean shall be final.

9.14 Restrictions on Class Size

Certain courses have restricted class sizes. They are:

<u>Course</u>	<u>Restriction</u>
Speech Performance Classes	20 students per section
English Composition	25 students per section
ESL courses and Language Levels 1, 2, 3, 4, and 5	25 students per section

The prescribed limits on these courses may be exceeded only with the permission of the Department Chairperson.

Any other restrictions to be imposed on class size must have the joint approval of the Faculty and the Administration.

9.15 Restriction on Student Load

a. The maximum student load for faculty members having a normal teaching load shall be 250 students per semester. This limitation does not apply to faculty members who teach an overload.

b. Every reasonable effort shall be made not to exceed the maximum student loads per semester. However, if a faculty member's student load exceeds the limit in any semester, then he/she shall not be required to teach more than 249 students in the immediately-following semester, irrespective of whether that semester falls within a new academic year.

c. For purposes of calculating student load, where a course is taught by more than one faculty member, or where the faculty member is assisted by one or more teaching assistants, the total number of students in the class will be pro rated to the number of faculty members (and or teaching assistants) delivering the course or laboratory assignment.

9.16 Instructional Preparations

a. A faculty member may not be assigned more than three (3) instructional preparations for different courses in a semester. A faculty member may consent to four (4) instructional preparations for different courses in a semester, however, no faculty member shall be assigned more than six (6) instructional preparations in any two (2) successive semesters. Subject to the permission of the faculty member and the agreement of the AAUP-FA, this maximum may be exceeded for compelling reasons.

b. Notwithstanding the above, where a three (3) credit underload exists in a faculty member's schedule solely due to the maximum number of instructional preparations as a result of a department offering a minimum of multiple sections, the total number of instructional preparations in any two (2) successive semesters, with the consent of the AAUP-FA, may be seven (7). Such agreement by the AAUP-FA shall not be unreasonably withheld.

c. Instructional preparations for multiple sections of the same course during a semester shall be considered a single instructional preparation.

9.17 Laboratory Teaching Credit for Science Faculty Members

Each hour of laboratory teaching will be equal to one hour of teaching credit.

9.18 Non-Unit Personnel for Laboratory Supervision

The Departments of Physics and Chemistry and other science departments may assign non-unit personnel to supervise and conduct laboratories in those departments. The Departments of Physics and Chemistry and other science departments which propose to use non-unit personnel in laboratories shall provide the qualifications of such personnel to the Department Chairperson and the Dean for approval. The Department Chairperson and the Dean must approve in advance the use of such personnel.

9.19 Professional Librarians

The standard workweek for professional librarians shall be five days and the standard work year shall be eleven months, plus a one-month vacation. Any professional librarian who works in excess of the standard workweek or on official University holidays shall receive compensatory time off or pay in lieu thereof on a straight-time basis. Such compensatory time off or pay shall be determined by mutual agreement by the Dean of the Libraries and the librarian involved and shall be taken or paid within three weeks of the time such services were performed.

9.20 Multi-Campus Travel

a. No faculty member shall be assigned to teach at more than two campuses in any one semester without the faculty member's consent, provided that participation in special programs, such as a weekend graduate program, shall not be considered such an assignment. No faculty member shall be assigned to teach at more than one campus in a single day, except with the faculty member's consent.

b. When a faculty member is assigned to teach on more than one campus, travel expenses for the purposes of such teaching will be reimbursed in accordance with the IRS Regulations §1.61-21 on business travel reimbursement.

9.21 Advisement

a. Faculty members shall maintain a minimum of three (3) scheduled on-campus office hours per week. These scheduled on-campus office hours shall be divided among at least two (2) different weekdays and shall be set hours and not “by appointment.”

b. Faculty members shall also encourage students to interact with them by telephone and e-mail, shall provide students with their University e-mail addresses and office telephone numbers, and shall be responsive to communications via these media.

c. Faculty office hours, University e-mail addresses and office telephone numbers shall be clearly communicated to students, posted by the faculty member, and recorded with the Department Chairperson who will furnish them to the Dean.

9.22 Faculty Member Training

Faculty members shall attend mandatory training sessions as scheduled from time to time by the Administration including sexual harassment training and other training as determined by the Administration to be legally necessary to protect the University.

ARTICLE 10
CLINICAL PHARMACY FACULTY

10.01 Clinical Work Load

The standard workday for full-time clinical faculty members in the College of Pharmacy and Allied Health Professions shall be from 8 a.m. to 4 p.m.; the standard workweek shall be five (5) days; and the standard work year shall be eleven (11) months, plus a one-month vacation. It is expected that the major portion of this time will be spent by the clinical faculty member in the hospital or clinical site to which he/she is assigned and, therefore, the clinical faculty member will be expected, in addition to teaching duties at the University, to accommodate his/her schedule of days and hours with those designated by the hospital or clinical site to which the clinical faculty member is assigned.

10.02 Teaching Load

In addition to the Clinical Work Load, Clinical Pharmacy faculty members are expected to teach two (2) semester hours of credit each semester. For classes scheduled to commence during the standard workday, the clinical faculty member shall be compensated for those semester hours of credit taught in excess of two as overtime on the basis of 1/36th per credit hour. For teaching classes commencing after the standard workday (classes commencing at or after 4 p.m.) the clinical faculty member shall be compensated for each semester hour of credit taught as overtime on the basis of 1/36th per semester hour of credit.

10.03 Evaluations

In addition to the usual evaluations, the Department Chairperson shall evaluate each clinical faculty member's performance at the clinical site on the basis of instructional ability, interprofessional relationships, achievement of position goals and clinical practice implementation. Such evaluation shall, after following customary procedures, become part of the clinical faculty member's personnel file.

10.04 Medical Check-Up

The University physician shall be available to perform an annual medical checkup for each clinical faculty member at University expense.

10.05 Travel Stipend

Clinical faculty members who are assigned to teach at one of the University's campuses shall be reimbursed for travel expenses incurred in traveling between the clinical site and the University in accordance with the IRS Regulation §1.61-21 on business travel reimbursement.

ARTICLE 11
ADJUNCT FACULTY MEMBERS

11.01 Adjunct Faculty Members

Adjunct faculty members shall not teach more than fifty percent (50%) of the courses offered in any College of the University in any semester. That limitation, however, shall not apply to professional and/or career oriented courses in programs offered in the College of Professional Studies and the College of Pharmacy, including but not limited to the following: Communication Arts, Computer Science, Criminal Justice, Criminal Justice Leadership, Health Services Administration, Hospitality Management, Journalism, Media Studies, Real Estate Management, Safety & Corporate Security, Sports Management, Telecommunications, Transportation, Clinical and Industrial Pharmacy, and Pharmacy Administration.

11.02 Appointment

In appointing adjunct faculty members, the Department Personnel and Budget Committee will ordinarily consider previously employed faculty members in the order of their length of service at St. John's University and subject to a yearly review of their performance and a continuing need for their specialty. Should a full-time vacancy occur in a department, the Personnel and Budget Committee will consider the application of a continuing adjunct faculty member for full-time employment.

11.03 Teaching Load for Adjunct Faculty Members

No adjunct faculty member shall teach more than three (3) courses in any semester nor more than five (5) courses at the University in a calendar year.

11.04 Application of Agreement to Adjunct Faculty Members

The provisions of the following articles and/or sections of this Agreement do not apply to adjunct faculty members:

Paragraphs 4.01 and 4.03 and Articles 6, 7, 8, 9 (except paragraphs 9.01, 9.02, 9.11, 9.12, 9.13, 9.14, 9.17 and 9.22), 10, 12.02, 13, 14 (except paragraphs 14.04 and 14.06 b), 15, 16, 17, 18, 19 (except paragraph 19.01 a) 20, 22 and 24.05, 24.06, 24.07 and 24.08.

ARTICLE 12
FACULTY EVALUATION AND DEVELOPMENT

12.01 Student Evaluations

a. At or near the completion of each course taught by a faculty member, each student shall have the opportunity to complete a standardized machine-readable form, known as the SIR II form (or any subsequent edition of the form), for evaluating the course and the faculty member's delivery of the course.

b. The SIR II form will be distributed and collected under the direction of the Office of the Registrar in a manner designed to insure the confidentiality of the students' responses.

c. Copies of completed student evaluation comments will be distributed to the faculty member and the Department Chair together with the aggregate data summary by class.

d. The information will be used:

(1) to assist faculty members in evaluating and improving instructional methods;

(2) to assist the Chairperson in evaluating the course and the faculty member's teaching and to identify areas for faculty development; and

(3) in the assessment of student perception for institutional improvement.

e. The Administration will not use or consider the forms in the Faculty Recognition Program.³ In addition, the Administration will not use the forms in the process of reappointment, promotion or tenure. Instead, for those, the Chair will summarize the content of the forms (without specific numeric reference) and provide the summary for use by the committees responsible for considering such personnel actions.

f. The information generated by student evaluations of each course will be available to the Chairperson, the Dean and the Provost. There is no restriction imposed by this Agreement on access to information that is aggregated at a department level.

12.02 Post-Tenure Peer Review

a. The parties agree to the below-described system of post-tenure peer review of teaching that will:

(i) provide tenured faculty members with a constructive critique for the continual improvement of teaching;

³ A faculty member may voluntarily submit student evaluation forms along with other materials for consideration in reappointment, promotion and tenure decisions, and for consideration in the Recognition Program.

(ii) promote the exchange of pedagogical knowledge and techniques through peer observation; and

(iii) provide an incentive for faculty members to stay current and energized about their teaching.

b. The parties have agreed upon a Peer Review Evaluation form that is attached to the Agreement as Appendix F.

c. The following is the agreed-upon system of post-tenure peer review:

(i) The Dean of each school shall designate one-third of the tenured faculty members of each department for peer review each year, so that over a three-year period, the entire tenured faculty will be reviewed;

(ii) The Chair will notify the faculty member before classes commence that the faculty member is scheduled for review for that semester, and shall inform the faculty member of the course that will be reviewed;

(iii) The faculty member shall designate a member of the tenured faculty who has agreed to conduct the peer review;

(iv) The reviewing faculty member will notify the Dean and the faculty member to be reviewed of the date when he/she will attend the class of his/her peer;

(v) The reviewing faculty member shall complete the peer review form and submit one copy of it to the faculty member reviewed and one copy to the reviewed faculty member's Chairperson within five (5) days of the class observation. The reviewing faculty member should provide a comprehensive evaluation of teaching effectiveness, which can be used for faculty development.

d. Within twenty (20) days after receipt of the completed peer review form, the Department Chairperson shall meet with the faculty member reviewed and discuss the peer observations and any recommendations for faculty development. The faculty member shall have the opportunity to submit written comments with respect to the peer review.

e. No faculty member shall be permitted to bring a grievance or any other legal action against another faculty member in connection with a peer review observation. The Chairperson shall retain a copy of the peer review form to track faculty development. The peer review form will not be placed in the faculty member's personnel file.

f. If an action or claim for libel or slander is brought against a reviewing faculty member because of a peer review conducted pursuant to this Article, the University will provide a defense and indemnity for such action or claim.

ARTICLE 13
RESEARCH AND SCHOLARSHIP REDUCTIONS/LEAVES

13.01 Research and Scholarship Reductions

a. Research and scholarship reductions will be granted for intensive research and scholarship only and in the sole discretion of the Administration. All faculty members shall be eligible to receive a research and scholarship reduction.

b. Requests for research and scholarship reductions shall be submitted to the Personnel and Budget Committee of the department which will make recommendations to the Dean. The decision on research and scholarship reductions shall be made by the Dean, subject to the approval of the Provost. The Dean shall notify the Department Chairperson who will then notify the Personnel and Budget Committee of the decisions on research and scholarship reductions and the reasons for them and inform the faculty member of such decisions.

13.02 Research and Scholarship Leaves

a. Purpose It is University policy to grant research and scholarship leaves from instructional and other teacher-related activities to eligible faculty members who meet the established criteria when such leaves will result in: (a) the scholarly enrichment and increased professional competence of the faculty member, (b) the faculty member's increased value to the University, and (c) the enhancement of the University's reputation in the academic community.

b. Eligibility A full-time faculty member is eligible for a research and scholarship leave when the faculty member has completed six full sequential years of instructional service in the University. Summer teaching shall not be counted toward the time required to be eligible for a research and scholarship leave. Hence, twelve (12) continuous semesters of teaching represent the minimum time requirement. A professional leave of absence as defined in paragraph 16.03 of this Agreement, shall not be deemed to interrupt the twelve (12) continuous semesters of teaching but shall not count toward satisfying the requirement. A faculty member who has taken a research and scholarship leave becomes eligible for a further research and scholarship leave once twelve (12) continuous semesters have elapsed since the end of the preceding research and scholarship leave.

c. Intent The intent of this policy is to make research and scholarship leaves available. The department and the college will make every reasonable effort to accommodate a qualified faculty member's justified request. The Department Chairperson, in consultation with the Department Personnel & Budget Committee and the Dean, shall determine whether adjustments can be made to facilitate the granting of such leaves.

d. Form The research and scholarship leave may take either of two forms. The faculty member may be relieved of duties for one full semester with full pay or may be granted a leave of one complete academic year, with half pay. In either case, the faculty member will be paid in equal installments over the time period involved.

e. Determination Since the requirement of six academic years of continuous service, not including summer sessions, represents a minimum, not every faculty member who requests a research and scholarship leave will be granted one upon completion of this time requirement. It is the duty of the Department Personnel and Budget Committee and the Dean to determine how many personnel in a given department may be on leave simultaneously.

13.03 Criteria To Be Met For Research and Scholarship Leaves

a. Research and Scholarship leaves are intended for scholarly activities, such as the writing of a book, professional development or research on a professional project. No leave will be granted for the purposes of teaching in another institution, and a faculty member may not teach in another institution during such leave. A research and scholarship leave will not be granted for travel for purely personal reasons.

b. A faculty member requesting a research and scholarship leave must file with the appropriate Chairperson, and ultimately with the Dean of the college, a complete and precise statement of the purposes of the leave. This statement will include such essentials as: (i) the objectives of the leave; (ii) the activities to be undertaken; and (iii) the value to be derived for the individual and for the college and/or the University. This statement must be filed two full semesters before the requested leave. Thus, a faculty member desiring to begin a leave of a fall semester must file a petition during the first month of the preceding fall semester.

c. The Chairperson will forward a recommendation of the Department Personnel and Budget Committee to the Dean of the college by the end of the semester in which the original request was submitted. The recommendation is subject to the approval of the Dean and the Provost.

d. At the completion of the research and scholarship leave, the faculty member will submit to the Chairperson a complete and accurate report of the results that were achieved together with any manuscript or other product that resulted from the research and scholarship leave. Copies of the report will be forwarded to the Department Personnel and Budget Committee and the Dean within one (1) month after the faculty member resumes teaching assignments. A copy of this report will be placed in the faculty member's official file.

13.04 Faculty Member and University Obligations

a. The faculty member agrees to remain in the employ of the University for a minimum of one year after the completion of a research and scholarship leave.

b. A faculty member on research and scholarship leave shall be entitled automatically to any general salary increase and to any increase in fringe benefits which is granted to the faculty as a whole during the leave.

c. During the research and scholarship leave, the University shall continue the withholdings and deductions required by law or for fringe benefits, including retirement plan contributions.

d. A faculty member on research and scholarship leave will continue to accrue seniority during the leave.

ARTICLE 14
COMPENSATION

14.01 Annual Compensation

Annual compensation adjustments will consist of two (2) components:

- a. An annual base increase for all faculty members set forth in paragraph 14.02 of this Agreement; and
- b. An annual Recognition Program, as set forth in paragraph 14.03 of this Agreement.

14.02 Full-Time Faculty Member Base Increases

a. For the 2004-2005 academic year, all full-time continuing faculty members shall receive a contract salary equal to their 2003-2004 contract salary, increased by 4%. The increase will be paid on a retroactive basis within forty-five (45) days after the Agreement is ratified by both parties.

b. For the 2005-2006 academic year, all full-time continuing faculty members shall receive a contract salary equal to their 2004-2005 contract salary, increased by 3.50%.

c. For the 2006-2007 academic year, all full-time continuing faculty members shall receive a contract salary equal to their 2005-2006 contract salary, increased by 3.5%.

d. The full salary increments provided in paragraph 14.02 of this Agreement are intended for continuing faculty members. Continuing faculty members are those who have completed one full year of service at the University. Therefore, a new faculty member who joins the University at the commencement of the academic year is not entitled to any annual salary increment for that first year of service. If a faculty member joins the University in the Spring semester and has completed only one-half (1/2) of an academic year of service when the next salary adjustment is scheduled, then the faculty member is entitled to one-half (1/2) of that salary adjustment.

e. Each year, every faculty member will submit an annual report in the form annexed as Appendix G (the "Annual Report"), which describes the faculty member's activities in the areas of teaching, research and scholarship, service and professional development for the preceding year. The Annual Report will be submitted to the Chairperson by April 15th. If the faculty member desires, s/he may submit the Annual Report to the Dean for consideration for a Recognition Award; the deadline for such submission is May 31. A faculty member must submit an Annual Report to be eligible for a Recognition Award. The Administration reserves the right, after the academic year 2002-2003 to condition a faculty member's base increase on the submission of an Annual Report to the Chairperson if the Administration finds it necessary to receive submissions of Annual Reports.

14.03 Recognition Program

a. Purpose The purpose of the Recognition Program is to recognize annual outstanding contributions achieved by faculty members in the areas of teaching, research and scholarship, and service, in alignment with the goals and direction established each Fall by the Dean of each College (including the University Libraries). The Recognition Program in effect for the academic years 2002-2003 and 2003-2004 (as set forth in the expired 2001-2004 Agreement, Attached as Exhibit A) will remain in effect for the 2004-2005 academic year. For the academic years 2005-2006 and 2006-2007, the Recognition Program shall be as follows:

b. Eligibility Thirty percent (30%) of full-time faculty members within each College (including the University Libraries) will be eligible to receive an award in each academic year.

c. Award Awards shall be made in amounts equal to \$1,000 and \$2,000. Recognition Awards will be added to the base salary of the recipient.

d. Procedure The Dean, after reviewing Annual Faculty Reports and consulting with representatives of the AAUP-FA, shall make faculty member award determinations.

e. Awards Final Recognition awards (including procedure and merits) are not grievable.

14.04 Adjunct Faculty Member Increases

a. Minimum Credit Hour Adjustments:

(i) Beginning September 1, 2005, the minimum credit hour rate for adjunct faculty members shall be as follows:

Adjunct Professor	\$1,100
Adjunct Associate Professor	\$ 925
Adjunct Assistant Professor	\$ 850
Adjunct Instructor	\$ 775

(ii) Beginning September 1, 2006, the minimum credit hour rate for adjunct faculty members shall be as follows:

Adjunct Professor	\$1,200
Adjunct Associate Professor	\$1,000
Adjunct Assistant Professor	\$950
Adjunct Instructor	\$850

b. Continuing Adjunct Faculty Member Increases

(i) For the 2004-2005 academic year, continuing adjunct faculty members shall be compensated at their 2003-2004 credit hour rate, increased by 4%. The increase will be paid on a retroactive basis within forty-five (45) days after the Agreement is ratified by both parties.

(ii) For the 2005-2006 academic year, continuing adjunct faculty members shall be compensated at the greater of their 2004-2005 credit hour rate increased by 3.5% or at the minimum rate specified in paragraph 14.04 (a)(i) of this Agreement

(iii) For the 2006-2007 academic year, continuing adjunct faculty members shall be compensated at the greater of their 2005-2006 credit hour rate increased by 3.5% or at the minimum rate specified in paragraph 14.04(a)(ii).

14.05 Promotional Increments

A faculty member who is promoted in rank shall receive a salary increment as follows:

Promotion to Full Professor	\$5,500
Promotion to Associate Professor	\$3,000
Promotion to Assistant Professor	\$2,000

14.06 Summer Session Compensation

a. A full-time faculty member who teaches during the summer sessions shall be compensated for each credit hour taught at the rate of 1/36th of the faculty member's contract salary for the preceding academic year.

b. A continuing adjunct faculty member who teaches during the summer sessions shall be compensated for each credit hour taught at the adjunct rate which the faculty member received during the immediately preceding academic year.

14.07 Compensation for Substitute Teaching

a. A faculty member who voluntarily substitutes for a colleague shall be compensated for such additional teaching after the first full week. If such substitute teaching is for more than one (1) week, the substituting faculty member shall be compensated for each additional credit taught on the basis of 1/36th of his/her then prevailing contract salary, pro-rated for the period of substitute teaching, including the initial one-week period.

b. Substitute teaching is exempt from the limitations pertaining to teaching load, instructional preparations, inter-campus travel and student load.

14.08 Salary Reviews

a. The Administration may, in its sole discretion, initiate a salary review when competitive circumstances arise (e.g., when demand for a particular discipline increases), thereby creating retention risk and salary compression with regard to new hires and adjust a faculty member's salary as it deems appropriate. No faculty member's salary may be reduced as the result of a salary review. Faculty members may not initiate salary reviews.

b. The decision of the Administration with respect to salary reviews shall be final. No part of the decision (procedure or merits) may be grieved. The Administration will report its decisions on such salary reviews to the AAUP-FA.

ARTICLE 15
FRINGE BENEFITS

15.01 Fringe Benefits

The University shall provide to all full-time faculty members the following benefits:

- (1) Retirement Plan (403 (b))
- (2) Medical Insurance Plan
- (3) Dental Plan
- (4) Group Life Insurance
- (5) Long-Term Disability Insurance
- (6) Travel Insurance
- (7) Tuition Remission
- (8) Tuition Exchange Program
- (9) Life Insurance for Retirees
- (10) Optional Employee-Paid Benefits
- (11) Adoption Assistance Benefit Program

The faculty member, when entitled to such benefits, shall submit the appropriate applications to secure these benefits. Faculty members may view the Plan Documents for these benefits by contacting the Human Resources Department. A copy of each Plan Document will be provided to the AAUP-FA. Summary Plan Descriptions for these benefits are available in the Human Resources Department, or can be viewed on the University's website.

15.02 Retirement Plan (403 (b))

An eligible faculty member may choose to make employee plan contributions, on a tax-deferred basis, into one of three retirements plans: TIAA-CREF, Fidelity Investment or MetLife Resource. A faculty member is eligible for University plan contributions after completion, at the University or any other accredited college or university, of one (1) year of full-time service and attainment of age twenty-six (26). Upon eligibility for such contributions, if a faculty member contributes a minimum of five percent (5%) of contract salary to the Plan, the University will

contribute an amount equal to ten percent (10%) of the faculty member's contract salary. The Plan is more fully described in a Summary Plan Description and in the Plan documents.

15.03 Medical Insurance Plan

a. The University provides a Medical Insurance Plan in accordance with plan documents to all full-time faculty members who elect coverage. If a faculty member's first day of employment occurs on the first day of the month, the faculty member is eligible for coverage immediately. Otherwise, a faculty member is eligible for coverage on the first day of the month following employment.

(i) For full-time faculty members initially employed as such before August 1, 2003:

1. Individual medical coverage will be offered on a non-contributory basis.
2. For family coverage, faculty members will have the option of paying twenty percent (20%) of the medical insurance premium for the duration of such coverage or of paying the full cost of family coverage for the first two years and having such family coverage provided at no cost thereafter. For faculty members who have already paid the full cost of family medical coverage for two years, or who were employed at the University before the requirement was imposed and are currently receiving family medical coverage, family medical coverage will continue to be provided by the University at no cost to the faculty member.

(ii) For full-time faculty members initially employed after August 1, 2003, such faculty members shall be required to pay twenty percent (20%) of the medical insurance premium for individual and/or family medical coverage for the duration of such coverage.

(iii) A full-time faculty member must notify the Administration when family coverage is no longer needed.

(iv) Full-time faculty members who were enrolled in, and had fully paid for, family coverage prior to January 1, 2002 (such that the cost of coverage to the faculty member was converted to zero dollars (0\$)), shall be permitted to resume such no-cost family coverage in accordance with plan documents if they discontinued that coverage for any reason.

b. All full-time faculty members will be offered the Oxford Freedom Select Plan or a comparable plan designated by the University. If the Administration chooses to offer a comparable plan in place of the Oxford Freedom Select Plan, it will consult with the AAUP-FA prior to making a final determination. Faculty members covered under the Oxford Freedom Select Plan as of August 31, 2002 will continue to receive medical benefits as defined in the Oxford Freedom Select Plan,

with applicable deductibles and out-of-pocket maximums. Faculty members covered under an HMO (HIP, Blue Cross/Blue Shield, Aetna U. S. Healthcare) may remain in the HMO as long as the University maintains such plan, but the University is under no obligation to maintain such plans.

c. Faculty members enrolled in the Benesight Plan (the “Transferring Faculty”) were required to transfer to the Oxford Freedom Select Plan, effective January 1, 2003. The University provides “transition assistance” to the Transferring Faculty. This “transition assistance” maintains the annual deductibles and out-of-pocket maximums applicable as of the execution date of the 2001-2004 Agreement in the Benesight Plan for a period of two years beginning on January 1, 2003 and ending on December 31, 2004. Specifically, the deductibles for the Transferring Faculty will be \$200 for individuals and \$400 for family, for eligible covered medical expenses. Out-of-pocket maximums for the Transferring Faculty will be \$600 for individuals and \$1,200 for family for eligible covered medical expenses. On January 1, 2005, the deductibles and out of pocket maximums for Transferring Faculty will revert to the standard deductibles and out of pocket maximum applicable to the Medical Insurance Plan then in place.

d. Faculty members who teach at the Rome Campus and who require medical care in Rome during the course of their assignment will be reimbursed by the University so that their medical costs are no greater than those they would have incurred had they received their care in the Oxford Network.

15.04 Dental Plan

The University provides two dental plans in accordance with plan documents to all full-time faculty members who elect coverage:

(i) The University provides a basic Dental Plan, the terms of which are set forth in the Summary Plan Description and in the Plan Document. The cost of the Plan to the University will not exceed \$20.00 per month towards the premium per individual and \$62.00 per month towards the premium for family coverage. The additional cost of coverage provided under this plan will be the responsibility of each faculty member.

(ii) The University also provides a Dental Maintenance Organization (DMO) Plan, the terms of which are set forth in the Summary Plan Description and in the Plan Document.

15.05 Group Life Insurance

The University provides insurance, on a non-contributory basis, in an amount equal to \$30,000 or the faculty member's contract salary rounded out, where appropriate, to the next highest multiple of \$1,000, whichever is greater. The terms of the Group Life Insurance Plan are set forth more fully in the Summary Plan Description and in the Plan Document.

15.06 Long-Term Disability Insurance

a. The University provides a core Long-Term Disability Plan on a non-contributory basis. The plan becomes effective one year from the date of employment and continues through age

65. For occurrences of total disability prior to age 60, coverage will terminate at age 65. For occurrences of total disability beyond age 60, coverage will be provided for five years (less six months waiting period) or until age 70, whichever occurs sooner.

b. Following one year of employment and six consecutive months of total disability, a monthly income benefit will be paid equaling sixty percent (60%) of covered monthly salary (1/12th of contract salary) as of the date disability began, but not to exceed \$3,000 monthly; the income benefit will be reduced by any income payable from Social Security and/or Worker's Compensation.

15.07 Travel Insurance

The University provides travel accident insurance containing various benefits of up to \$100,000 for death or dismemberment, on a non-contributory basis, for any faculty member who travels for the University on University business, whether locally or long distance. The policy provides 24-hour coverage while the faculty member is in travel status. Coverage does not extend to personal side trips while on University business. The terms of the coverage are more fully set forth in this Policy.

15.08 Tuition Remission

a. The University provides a tuition remission benefit to full-time faculty members as follows: Tuition remission in undergraduate courses is provided to spouses and dependent children, as defined in the Tuition Remission Policy, of full-time faculty members and of faculty members who die or are disabled after completing ten years of continuous service at the University. Tuition remission is also provided to the spouse and/or dependent sons and daughters of full-time faculty members who retire and have completed at least fifteen (15) years of continuous service at the University. Such remission of tuition shall be subject to the terms and conditions set forth in the Tuition Remission Program.

b. Tuition remission benefits are extended for graduate study (excluding the School of Law) to the spouses and dependent children, as defined in the Tuition Remission Policy, of full-time faculty members. Said benefits shall also apply to the spouses, children and dependents, as defined by the Internal Revenue Code, of present and future full-time faculty members who die or are disabled after completing ten years of continuous service at the University, or who retire and have completed at least fifteen (15) years of continuous service at the University. Such remission of tuition for graduate study shall be subject to the terms and conditions set forth in the Tuition Remission Program as outlined in the attached policy.

c. Faculty members who have no children and who have at least ten (10) years of full-time service at the University may, during their term of full-time service or if they would otherwise have qualified for retiree tuition remission benefits, designate one legal relative for tuition remission on the same basis as a dependent child. Examples of qualifying eligible designees are niece, nephew, sibling or first cousin.

d. Faculty members who have at least twenty (20) years of full-time service at the University who have children but who never utilized the Tuition Remission or Tuition Exchange

benefits, may, during their full time service designate one legal relative for tuition remission on the same basis as a dependent child. Qualifying eligible designees are niece, nephew, sibling, first cousin or grandchild.

e. The tuition remission benefits referred to in paragraph 15.08 of this Agreement, shall not be granted unless the faculty member and/or the dependent sons, daughters, spouse or designee, makes an application and takes all other further action to obtain all New York State and/or federal awards and/or scholarships, and/or other tuition reimbursements, to the end that the amounts received from those awards and/or scholarships and/or tuition reimbursements inure to the benefit of the University. Tuition remission benefits will also be subject to applicable taxes.

15.09 Tuition Exchange Program

Full-time faculty members will be eligible to participate in the University's Tuition Exchange Program for undergraduate study. The number of faculty member slots will not exceed fifty percent (50%) of the University's total allocation for each year. Participants will be subject to the terms of the Plan Document which assumes the necessary levels of incoming students and requires at least three years of University service. The inability to secure the appropriate level of incoming students in a given year may restrict the allocation of slots or suspend the program in its entirety. Selection of eligible full-time faculty members for consideration for awards will be given on the basis of length of service. Faculty members with the greatest length of continuous full-time service will be given first consideration for one available award. A faculty member would be eligible for a second concurrent award, based on length of service, only if there are no other applicants for the program. The terms and conditions of the program are outlined on the Human Resources Intranet site.

15.10 Life Insurance for Retirees

During the last academic year prior to the faculty member's retirement, a faculty member may apply for continuance after retirement, of the group life insurance benefits in the amount of \$10,000. The University will continue such faculty member on the group life insurance rolls to the extent of \$10,000 provided that the faculty member pays the premiums on an ongoing basis. Unless the initial premium and future annual premiums are paid in advance, the faculty member shall not be entitled to any such insurance coverage.

15.11 Optional Employee-Paid Benefits

a. The University currently maintains certain benefits and benefit plans that are fully paid by employees, and are not supported by any contribution from the University ("Optional Employee-Paid benefits"). These Optional Employee-Paid benefits currently include: long-term disability, long-term care, supplemental life insurance, a flexible spending account, auto and homeowners insurance and a Qualified Transportation Benefit (commonly referred to as "Transitcheck"). Faculty members will be entitled to participate in these benefit programs in accordance with the applicable Plan Documents on the same terms and conditions as apply to administrators and staff. Faculty members who choose to participate will be responsible for the full cost of these benefits based on faculty rates.

b. The University does not guarantee the continuance of these Optional Employee-Paid benefits; only that during the term of this Agreement, these Optional Employee-Paid benefits will be available to faculty members on the same basis as administrators.

15.12 Adoption Assistance Benefit.

The University provides an adoption assistance benefit that contributes up to Five Thousand Dollars (\$5,000) to full-time faculty members toward the costs of adoption, in accordance with plan documents.

ARTICLE 16
LEAVES

16.01 Sick Leaves

a. After the first year of full-time employment, a full-time faculty member who, by reason of personal illness or a medically certified disability is incapable of performing the regular duties of a faculty member, shall be entitled to a sick leave, with full pay (in lieu of contract salary which otherwise would be earned), for a period not to exceed six months. In no event, however, shall the University's payment for sick leave exceed one-half (1/2) of the faculty member's then prevailing annual contract salary. If the faculty member receives governmental disability benefits and/or workers' compensation benefits during the period of absence, the faculty member shall be paid the difference between the benefits received and the benefits provided above.

b. During the first year of full-time employment, the period of paid sick leave shall be limited to one month.

c. A faculty member who requires a sick leave must notify the Dean (or cause notification) of the faculty member's illness or injury as soon as possible and the approximate date he/she expects to return to work.

d. A faculty member disabled for more than two weeks is required to submit to the Benefits Office within Human Resources a medical certificate from the faculty member's physician setting forth the nature of the disability, the diagnosis and prognosis thereof and the approximate date he/she expects to return to work.

e. After the faculty member submits such certificate, the Administration may request the faculty member to submit to an examination by a physician of the Administration's choice.

f. If the physician selected by the Administration and the attending physician disagree as to the ability of the faculty member to return to work, the faculty member, at the request of the Administration, shall submit to an examination by a third physician whose name shall be submitted by an impartial medical panel of the Queens County or New York County Medical Society. The decision of such panel physician shall be binding on both the faculty member and the Administration as to the ability of the faculty member to return to work.

g. If the faculty member fails or refuses to submit such certificate or fails or refuses to be examined by a physician selected by the Administration or a panel physician, the faculty member's sick leave compensation from the University shall cease. In such event a determination as to the faculty member's continued employment by the University shall be presented to the faculty member's Department Personnel and Budget Committee, which decision shall be subject to review in accordance with the procedures set forth in Article 6 of this Agreement.

h. Each month after the submission of the medical certificate or after any medical examination as set forth above, the faculty member, upon request of University, shall be required to

submit a further certificate from the faculty member's attending physician and the University may request the faculty member to submit to a further examination by a physician selected by the University and, where appropriate, by a panel physician. It is expected that such medical examination by the University's physician and/or panel physician shall not occur more frequently than at one month intervals.

i. If the faculty member fails to return to work after being certified as being able to work by the attending physician or a panel physician, the faculty member's employment at the University shall cease.

j. A faculty member who, after being on sick leave, returns to work may be assigned such duties as are consistent with his/her status as a faculty member (e.g., teaching, advisement, recruitment, preparation of syllabi, etc.).

k. A faculty member on a paid sick leave shall be entitled automatically to any general salary increase and to any increase in fringe benefits which shall be granted the faculty as a whole. During the period of the sick leave, the regular, normal deductions, including those for fringe benefits, from the faculty member's salary shall continue.

l. Seniority shall continue and accrue during any such sick leave.

16.02 Long-Term Disability Leaves

a. If, by reason of illness or bodily injury, a faculty member continues to be incapable of performing the regular duties of a faculty member, after a period of six months, the faculty member may apply for a long-term disability leave. The long-term disability leave will be granted only if the faculty member qualifies for long-term disability benefits pursuant to the terms and conditions set forth in the disability plan referred to in paragraph 15.06 of this Agreement.

b. A faculty member on long-term disability leave shall maintain and accrue seniority for a period of eighteen months after the disability leave commenced. At the end of that period, if the faculty member is unable to return to his/her regular duties, the faculty member's employment at the University shall be terminated. Thereafter, if, within twelve months of termination, the former faculty member is determined, pursuant to the procedures set forth in paragraph 16.01 of this Agreement, to have regained health and once again to be able to perform all the duties of a faculty member, and there is a faculty vacancy in the former faculty member's department for which the former faculty member is qualified, the former faculty member, upon application, shall be given preference for such vacancy.

16.03 Professional Leave of Absence

a. A faculty member may be granted upon request, up to one year's leave of absence without pay, and upon further request up to an additional year's leave without pay, for advanced study, research and scholarship, exchange teaching, government service, travel, or any other professional experience which is related to the faculty member's field of teaching or employment or which will improve the faculty member's professional competence.

b. A faculty member requesting a professional leave of absence must file with the appropriate Chairperson, and ultimately with the Dean of the college, a complete and precise statement of the purposes of the leave. This statement will include such essentials as the following: (i) the objectives of the leave; (ii) the activities to be undertaken; (iii) the values to be derived not only for the individual but also for the college and/or University. This statement must be filed at least one semester before the commencement of the leave.

c. The Chairperson will forward a recommendation of the Department Personnel and Budget Committee to the Dean of the college by the end of the semester in which the request was submitted. The recommendation of the Department Personnel and Budget Committee shall include a provision as to whether seniority shall accrue during the term of the leave. The recommendation is subject to review and recommendation of the Dean and final review and determination by the Provost.

d. The faculty member assumes the obligation to remain in the employ of the University for a period equal to that of the professional leave of absence, after the completion of the professional leave of absence.

e. Upon a faculty member's return to full-time teaching at the University, the Administration may place the faculty member at the same position on the salary schedule that the faculty member would have been placed upon had the faculty member taught during the period of the leave. In no event, however, shall the faculty member's annual contract salary be less than his/her annual contract salary immediately prior to the commencement of the leave.

16.04 Special Leave of Absence

a. A faculty member may be granted upon request, a leave of absence without pay for a period of one year, and upon further request, up to an additional year's leave of absence without pay because of serious illness of a member of the faculty member's immediate family or for similar good and sufficient cause.

b. A faculty member requesting a special leave of absence must file with the Department Chairperson, and ultimately with the Dean of the college, a complete and precise statement of the purpose of the leave.

c. The Chairperson will forward a recommendation of the Department Personnel and Budget Committee to the Dean of the college by the end of the semester in which the request was submitted. The recommendation of the Department Personnel and Budget Committee shall include a provision as to whether seniority shall accrue during the term of the leave. The recommendation is subject to review and recommendation of the Dean and final review and determination by the Provost.

d. If this Agreement grants rights greater than those provided by the Family and Medical Leave Act of 1993, the provisions of this Agreement shall control.

e. Upon a faculty member's return to full-time teaching at the University, the Administration may place the faculty member at the same position on the salary schedule that the faculty member would have been placed upon had the faculty member taught during the period of the leave. In no event, however, shall the faculty member's annual contract salary be less than his/her annual contract salary immediately prior to the commencement of the leave.

ARTICLE 17 RETIREMENT

17.01 Normal Retirement Age

No faculty member is required to retire. However, the University's "normal retirement age" is 65, at which point faculty members become eligible for retirement benefits as defined by the University's plan documents. A faculty member may request to retire earlier than the "normal retirement age" and, depending on the needs of the University, may be considered for early retirement benefits. Except in cases of a voluntary separation offer, the University will continue medical coverage until 65 for any tenured faculty member who is approved for early retirement benefits.

17.02 Retiree Privileges

Retired faculty members are eligible for a University ID card, which can be obtained through Human Resources, and which entitles retired faculty to use of University dining facilities, sports and recreation facilities and University libraries.

ARTICLE 18
INTRODUCTION, REDUCTION OR
ELIMINATION OF PROGRAMS

18.01 Reduction or Elimination of Programs

The Administration or the faculty may initiate action to abolish academic programs, to eliminate an academic department or to reduce the size of the faculty in an academic department due to: (1) Loss of state registration, or reasonable expectation of the imminent loss of it, or (2) Bona fide need. Bona fide need includes: (1) department financial exigency,⁴ (2) loss of necessary accreditation or denial of an application for necessary accreditation by a recognized accrediting agency, or (3) seriously deficient programs as determined by outside evaluation.⁵ In determining bona fide need, the necessity of the program or department to the University must be seriously weighed. Such action must be preceded by consultation with the appropriate academic bodies in accordance with the procedures outlined in paragraph 18.02 of this Agreement. Any reduction in the size of the faculty under the provisions of this Article shall be in conformity with the procedures set forth in Article 19 of this Agreement. In all cases, the decision of the Board of Trustees shall be final.

18.02 Consultation

For the purposes of this Article, the word "consult" means that: (i) the department, the Faculty Council and the University Senate (where provided) and the Administration are given the opportunity and a reasonable time to review and formulate their respective judgments in the form of recommendations or positions for consideration by the Board of Trustees; (ii) all of the facts and data used by each body in reaching its conclusions shall be submitted to all other bodies which are required to be consulted and to the Board of Trustees. The procedure to be used for such consultation in this Article is as set forth in paragraph 18.03 of this Agreement.

⁴Department financial exigency exists when a thorough evaluation of the financial status of the department, including consideration of total income generated, ordinary direct operating expenses and projected savings through faculty attrition and other economies, nevertheless indicates its lack of fiscal viability.

⁵Whenever a reasonable prospect of remedy exists, before the Administration may act pursuant to this Article because of department financial exigency or because of seriously deficient programs as determined by outside evaluation, the full-time faculty members of the department in question shall be given notice and shall, upon the department's request, be granted a probationary period of two years (unless a longer period of time is granted within the sole discretion of the Administration) to remedy the difficulties. During any such probationary period: (a) no currently tenured faculty member shall be terminated in the affected department as a result of this Article 18 or of Article 19; and (b) financial information involving the affected department shall be provided to that department and efforts shall be undertaken by the department which shall, within reason, be joined in by the Administration in a mutual attempt to effect a reasonable remedy of the difficulties. Indicators of such difficulties and of seriously deficient programs may include appreciable decline in student registration or sustained low productivity in the number of majors or of degrees awarded in the program.

18.03 Procedure

a. When the faculty initiates the action, the department involved shall submit its recommendation in advance to the appropriate Faculty Council for consideration at its next regularly scheduled meeting. The Faculty Council shall set forth its position in writing within sixty (60) school days after initial consideration of the written department recommendation. The recommendation of the Faculty Council shall then be submitted to the Provost for consideration who, within thirty (30) school days after receipt of the written recommendation of the Faculty Council, shall submit the Provost's recommendation to the Board of Trustees for final consideration and action.

b. When the Administration initiates the action, the Administration shall first consult with the department(s) involved. The department shall set forth its position in writing within sixty (60) school days after receipt of the written proposal.

c. The Administration shall then consult with the Faculty Council(s) of the College(s) involved. The Administration shall provide to the Faculty Council its written proposal and the written position received from the department. Oral presentations may be made to the Faculty Council. The Faculty Council shall set forth its position in writing within sixty (60) school days after receipt of the written proposal.

d. When required by the University Statutes, the Administration shall next consult with the University Senate. The Administration shall provide the University Senate with copies of the material it submitted to the Faculty Council and the Faculty Council's written position. Oral presentations may be made to the University Senate. The University Senate shall set forth its position in writing within sixty (60) school days after receipt of the written proposal.

e. For good cause shown, the body involved may request a reasonable extension of time which the President shall not unreasonably deny. If either the department, the Faculty Council or the University Senate fails to comply with the foregoing time limitations or such extensions as may be granted in writing, the Administration shall proceed to the next level of consultation.

f. The position papers of the appropriate academic bodies shall enjoy equal rights of presentation before the appropriate committee of the Board of Trustees as those of the Administration. If the Administration presents its position to the committee solely in writing, the faculty shall present its position in like manner. If the Administration's position to the committee is augmented by oral argument, the same courtesy shall be extended to the faculty.

g. The decision of the Board of Trustees shall be final.

18.04 Introduction of Programs

The Administration and/or the faculty may recommend the introduction of new programs to the Board of Trustees. When a recommendation originates with the Administration, it shall be preceded by consultation with the appropriate faculty bodies as defined in paragraph 18.02 of this

Agreement. Both parties recognize the University's institutional commitment to Catholicism; new programs introduced by the University relating to the Catholic commitment do not require consultation as defined in paragraph 18.02 of this Agreement.

18.05 Application to Personnel Actions

In light of the fact that "need" is and has been a criterion in all personnel actions involving renewal, reappointment and tenure, it is specifically recognized that the provisions of Articles 18 and 19 of this Agreement do not apply to individual personnel actions involving non-renewal, non-reappointment and denial of tenure where "need" is used as a basis.

ARTICLE 19
RETENTION OF EMPLOYMENT

19.01 Reduction of Faculty

If the number of faculty members is to be reduced as the result of an action taken pursuant to Article 18 of this Agreement, it shall be on the following basis:

a. Reduction shall first take place among administrators who are teaching, then among non-unit laboratory personnel, then among adjunct faculty members, then among non-tenured faculty members in the department affected. The controlling factor in these reductions is worth, which shall be defined as teaching effectiveness, professional achievement and service to the department and/or the University. Criteria promulgated for assigning faculty members to teach graduate courses shall not, as such, be considered "worth" or be used as a factor. The procedures for such reductions shall be in accordance with the procedures set forth in Article 6 of this Agreement.

b. Reduction shall then take place among tenured faculty members in the department affected and shall be on the basis of seniority except where (i) the senior faculty members are not qualified to teach the course offerings; (ii) the less senior faculty member must be retained in order to preserve the program; or (iii) in rare and exceptional circumstances, worth, as defined in paragraph 19.01 a. of this Agreement. The procedures to determine retention or reduction shall be in accordance with the procedures set forth in Article 6 of this Agreement.

19.02 Reassignment of Faculty Members

a. Prior to the termination of any tenured faculty member, an effort shall be made to place the faculty member first in another department of the college of which the faculty member is a member and then in another college of the University (other than the School of Law) provided that the faculty member can be assigned courses which he/she is academically qualified to teach in another department and/or another college and provided that no tenured faculty member in the other department and/or college shall be terminated as a result thereof. Tenured faculty members being reassigned shall be given preference over non-tenured members of a department if their qualifications are equal or superior.

b. The method of implementing the reassignment of a tenured faculty member under this paragraph shall be as follows:

(1) Within the times specified for in paragraph 19.05 of this Agreement, the Administration shall give termination notice to the faculty member and ask if the faculty member desires the University to try to reassign him/her.

(2) Within seven (7) school days after receipt of the termination notice, the faculty member shall advise the Provost if a reassignment is requested and if it is, the faculty

member shall set forth his/her educational background and select the department(s) where the she/he feels qualified to teach and can make a worthwhile contribution within the University.

(3) Within seven (7) school days, the Provost shall transmit the request to the Dean of the college to which the faculty member requests assignment.

(4) Within two (2) weeks after receipt of the transmittal, the Dean shall convene a meeting of the College Personnel Committee. Prior to the meeting, the members of the College Personnel Committee shall consult with the members of the selected department where assignment is sought to ascertain whether the incoming faculty member is qualified in that discipline. The College Personnel Committee shall then schedule a hearing within two (2) weeks after its initial meeting. At the hearing a representative of the subject department, who shall ordinarily be the Chairperson of the department, may attend as a consultant, without vote. If a member of the College Personnel Committee is also a member of the department where assignment is sought, the member of the College Personnel Committee shall not vote on the assignment. If the majority of the incoming department supports the faculty member's qualifications and the College Personnel Committee, by a majority vote, approves the faculty member's assignment, the decision shall be transmitted to the President for final review and action by the Board of Trustees. If the majority of the incoming department rejects the faculty member's qualifications and the College Personnel Committee, by a majority vote, approves the faculty member's assignment, the matter shall be submitted to the University Personnel Committee.

(5) If the Personnel Committee of the incoming college, by a majority vote, disapproves assignment of the incoming faculty member, the request shall, within two (2) weeks, be submitted to the University Personnel Committee for review and decision. If the assignment is again disapproved by a majority vote, the rejection shall be deemed final.

(6) If the University Personnel Committee, by a majority vote, affirms the assignment of the faculty member, the issue of assignment shall be submitted, within two (2) weeks, to the President for transmittal to the Board of Trustees for final review and action.

19.03 Reinstatement of Faculty Members

Should the program or position which is being reduced or eliminated be reactivated during the term of this Agreement, the faculty member or members whose services have been terminated pursuant to this Article shall be reinstated, if they so desire, on the basis of seniority. Reasonable notice of such reinstatement shall be given to the faculty members whose services were terminated pursuant to this Article.

19.04 Seniority

a. Seniority of a faculty member is based on the date the faculty member commenced continuous full-time employment in his/her department at the University. In the case of a division or multi-disciplinary department, seniority will be within a faculty member's particular discipline. Seniority acquired during academic appointment shall remain in effect and continue during any period of time such faculty member, while retaining faculty status, assumes an administrative

position at the University and be credited in full if the faculty member thereafter returns to the bargaining unit. Conflicts of seniority among faculty members with the same commencement date of full-time employment in the department shall be resolved by earlier dates of full-time employment at the University, part-time employment at the University or date of letter of appointment to the University, in that order.

b. A faculty member whose employment is interrupted by military service in order to fulfill a military obligation and who returns to the University immediately after separation from military service, shall be deemed to have continuous employment with the University. Such faculty member's time in military service shall be applied as part of the faculty member's seniority.

c. A faculty member who resigns from the University and subsequently is reemployed by the University shall not be deemed to have continuous employment. Such faculty member shall measure seniority from the date of reemployment.

d. When an individual is originally employed by the University as an administrator with academic status, but the individual's duties are solely administrative, the individual's time and service in the administrative capacity shall not be measured as seniority.

e. The time and service of any administrator with academic status employed prior to July 1, 1970, shall be measured and applied as seniority and shall continue to be measured and applied.

19.05 Notice

Written notice of termination of employment for the reasons set forth in paragraph 19.01 of this Agreement shall be given to non-tenured faculty members in accordance with the standards of notice for non-reappointment set forth in paragraph 8.04 of the University Statutes. Tenured faculty members shall receive no less than twelve months' written notice. At the option of the University, contract salary may be paid in lieu of such notice.

ARTICLE 20
ALTERNATE MODEL FOR PROGRAM ELIMINATION

20.01 Alternate Model

a. The Administration has the right to initiate elimination of any program or department in accordance with the procedures set forth below.

b. No faculty member will lose employment (salary or rank) as a result of the elimination of a program or department made pursuant to this Article.

20.02 Reduction of Elimination of Programs

The Administration may initiate action to abolish academic programs, to eliminate an academic department or to reduce the size of the faculty in an academic department due to: (1) loss of state registration, or reasonable expectation of the imminent loss of it, or (2) bona fide need. Bona fide need includes: (1) department financial exigency⁶, (2) loss of necessary accreditation or denial of an application for necessary accreditation by a recognized accrediting agency, or (3) seriously deficient programs⁷. Such action must be preceded by consultation with the appropriate academic bodies in accordance with the procedures outlined in paragraph 20.03 of this Agreement. In all cases, the decision of the Board of Trustees shall be final.

20.03 Consultation

For the purposes of this Article, the word "consult" means that: (i) the department, the Faculty Council and the University Senate (where provided) and the Administration are given the opportunity and a reasonable time to review and formulate their respective judgments in the form of recommendations or positions for consideration by the Board of Trustees; (ii) all of the facts and data used by each body in reaching its conclusions shall be submitted to all other bodies which are required to be consulted and to the Board of Trustees. Specifically, the procedure to be used for such consultation in this Article is set forth below.

20.04 Procedure

a. The Administration shall first consult with the department(s) involved. The department shall set forth its position in writing within sixty (60) school days after receipt of the written proposal.

⁶ Department financial exigency exists when a thorough evaluation of the financial status of the department, including consideration of total income generated, ordinary direct operating expenses and projected savings through faculty attrition and other economies, nevertheless indicates its lack of fiscal viability.

⁷ The Administration will engage an outside consultant to review the program at issue and make an evaluation whether the program is seriously deficient. The Administration is not bound by any such evaluation; the decision of the Board of Trustees is final.

b. The Administration shall then consult with the Faculty Council(s) of the College(s) involved. The Administration shall provide its written proposal and the written position received from the department. Oral presentations may be made to the Faculty Council. The Faculty Council shall set forth its position in writing within sixty (60) school days after receipt of the written proposal.

c. When required by the University Statutes, the Administration shall next consult with the University Senate. The Administration shall provide the University Senate with copies of the material it submitted to the Faculty Council and the Faculty Council's written position. Oral presentations may be made to the University Senate. The University Senate shall set forth its position in writing within sixty (60) school days after receipt of the written proposal.

d. For good cause shown, the body involved may request a reasonable extension of time which the President shall not unreasonably deny. If either the department, the Faculty Council or the University Senate fails to comply with the foregoing time limitations or such extensions as may be granted in writing, the University shall proceed to the next level of consultation.

e. The position papers of the appropriate academic bodies shall enjoy equal rights of presentation before the appropriate committee of the Board of Trustees as those of the Administration. If the Administration's position to the committee is presented solely in writing, the faculty position(s) shall in like manner be presented. If the Administration's position to the committee is augmented by oral argumentation, the same courtesy shall be extended to the faculty.

f. The decision of the Board of Trustees shall be final.

ARTICLE 21
GRIEVANCE/ARBITRATION PROCEDURES

21.01 Intent

The Administration and the AAUP-FA recognize and endorse the importance of adjusting grievances properly without fear of prejudice or reprisal. Accordingly, the Administration and the AAUP-FA agree that they will use their best efforts to encourage the informal and prompt settlement of complaints and grievances, as hereinafter defined. The orderly processes hereinafter set forth shall be the sole method for the resolution of all complaints and grievances.

21.02 Definitions and Exclusions

a. A grievance is defined as an allegation by a faculty member, a group of faculty members, or the AAUP-FA that there has been (i) a breach, misinterpretation or improper application of the terms of this Agreement; or (ii) an arbitrary or discriminatory application of or a failure to act pursuant to this Agreement, the University Statutes, and practices of the Administration, related to the terms and conditions of employment.

b. The term "grievance" shall not include:

(1) Complaints relating to the merits of the "Removal or Suspension" of faculty members which matters are governed exclusively by Article 10 of the University Statutes;

(2) Complaints relating to the merits of appointment, reappointment, promotion, academic freedom and tenure, which matters are governed by the University Statutes and practices of the Administration;

(3) Complaints by a Department Chairperson on the Chairperson's own behalf exclusively concerning duties of the Chairperson which shall be set forth in the University Statutes;

(4) Complaints relating to the provisions of paragraph 21.07 of this Agreement;

(5) Complaints relating to the removal of a Department Chairperson which matters are governed exclusively by Article 10 of the University Statutes;

(6) Complaints as to the interpretation of any provision of this Agreement that has previously been determined by an arbitrator; and

(7) Any other complaint which is not a grievance as defined above.

c. All of the aforesaid complaints shall be resolved pursuant to the University Statutes and practices of the Administration. Except with regard to matters referred to in paragraph 21.07 of this Agreement, no individual faculty member or members may seek to enforce any alleged breach

of the provisions of this Agreement, whether or not such alleged breach be deemed a "grievance" or a "complaint," in any court of law or equity.

d. A grievance, with the exception of grievances when presented to a Department Chairperson, must be stated in writing setting forth the basis therefor, and the remedy requested. Grievances may be filed by a faculty member personally on the faculty member's behalf, or by the AAUP-FA on its behalf, or by the AAUP-FA at the request of a faculty member on his/her behalf.

21.03 Step I - Department or College Level - Grievances By A Faculty Member or the AAUP-FA

Grievances which may be processed under Step I of the grievance procedure are as follows:

a. Grievances by or on Behalf of a Faculty Member

(1) A faculty member may present a grievance in his/her own behalf, or, at the faculty member's request, a grievance may be presented in the faculty member's behalf by the AAUP-FA not later than twenty (20) school days following the faculty member's knowledge of the act, event, or the commencement of the condition which is the basis of the grievance.

(2) In the event that a faculty member presents the grievance on his/her own, the AAUP-FA shall be entitled to representation at any hearing and any adjustment of the grievance shall not be inconsistent with the terms of this Agreement.

(3) Informal Presentation To Chairperson

(i) When the grievance concerns a matter which is within the authority of the Chairperson of the department to which the faculty member belongs, it shall first be presented to and considered by the Department Chairperson. The Chairperson shall communicate his/her decision to the Dean and all other persons concerned as promptly as possible but not later than five (5) school days after the grievance has been presented to the Chairperson. While oral presentation to Department Chairpersons and informal settlement of grievances are encouraged, the Department Chairperson may request, in writing, that a written grievance be presented to the Chairperson. Within five (5) school days after receipt of such request, the faculty member shall comply with that request. In the event the grievance is in writing, the Chairperson's decision shall likewise be in writing.

(ii) Any settlement, withdrawal or other disposition of a grievance by a Department Chairperson shall not constitute a binding precedent in the disposition of similar grievances.

(4) Formal Presentation

(i) When the grievance concerns a matter which is within the authority of the Dean to whose college the faculty member is assigned (and is not within the authority of the Department Chairperson) it shall first be presented to the Dean, except as provided below in Section

(5). The Dean shall communicate the Dean's written decision to all persons concerned as promptly as possible but not later than seven (7) school days after presentation of the grievance.

(ii) An appeal from a decision on a grievance which had been presented to a Department Chairperson may be taken to the Dean of the appropriate college within seven (7) school days after the decision of the Department Chairperson. The appeal shall be in writing and duly signed by the faculty member and shall specifically state the act or condition and the grounds on which the grievance is based and the reasons the disposition of the grievance is unsatisfactory. The Dean shall communicate the Dean's written decision to all persons concerned as promptly as possible but not later than seven (7) school days after the appeal.

(5) Alternate Formal Presentation. When the grievance concerns a matter which is within the authority of the Dean and complains of affirmative conduct by the Dean (other than the Dean's mere approval of any decision or action of others, including Chairpersons), the grievance may be presented as follows:

(i) Prior to the presentation of the grievance, but within the twenty (20) school day period set forth above in Section a(1), the grieving faculty member shall meet and confer with the Dean (with or without union representation) to reach an amicable resolution, which resolution shall not be considered a "past practice" or other precedent; provided, however, that the faculty member is not entitled to a "hearing" as set forth in Section 21.06a below.

(ii) If no resolution is reached with the Dean, then the grievance may be presented to the Office of the Provost. The grievance must be presented within five (5) school days after the meet and conferral with the Dean or twenty (20) school days following the faculty member's knowledge of the act, event, or the commencement of the condition which is the basis of the grievance, whichever is later. The Office of the Provost shall communicate its written decision to all persons concerned as promptly as possible but not later than seven (7) school days after presentation of the grievance.

(iii) An appeal from a decision on a grievance which had been presented to the Office of the Provost may be submitted to the Office of the President as set forth below in Section 21.04.

b. Grievances by the AAUP-FA

Grievances by the AAUP-FA at the college level shall be served against the Dean and shall be handled in the same manner, by the same steps and timetable as set forth in the provisions of Step I relating to formal grievances by or on behalf of a faculty member. Grievances by the AAUP-FA on its own behalf shall be presented to the Dean within twenty (20) school days following the time that any member of the Grievance Committee of the AAUP-FA knows or reasonably should have known of the act, event, or commencement of the condition which is the basis of the grievance. The Dean shall communicate the Dean's written decision to the President of the St. John's Chapter of the American Association of University Professors and to the President of the Faculty Association at St. John's University within seven (7) school days after receipt of such grievance.

21.04 Step II - Central Level - Appeals and Central Grievances by the AAUP-FA

Grievances which may be processed at Step II of this grievance procedure are as follows:

a. Appeals from decisions of the Office of the Provost or a Dean that have been processed in accordance with Step I of the grievance procedure. Such appeals shall be presented to the President or his designee within ten (10) school days after the delivery of an adverse decision. The appeal shall be in writing and duly signed by the faculty member or the AAUP-FA and shall state specifically the act or condition and the grounds on which the grievance is based and the reasons the disposition of the grievance is unsatisfactory. The President or his designee shall communicate a written decision to the President of the St. John's Chapter of the American Association of University Professors and to the President of the Faculty Association at St. John's University (and where applicable to the aggrieved faculty member) within ten (10) school days after receipt of such appeal.

b. Grievances involving more than a single college. Such grievances shall be presented to the President or his designee by the AAUP- FA within thirty (30) school days following the time that any member of the Grievance Committee of the AAUP-FA knows or reasonably should have known of the act, event, or commencement of the condition which is the basis of the grievance. The President or his designee shall communicate a written decision to the President of the St. John's Chapter of the American Association of University Professors and to the President of the Faculty Association at St. John's University within ten (10) school days after receipt of such grievance.

21.05 Step III - Arbitration - By the University or AAUP-FA

a. Any grievance which has not been resolved at Step II of the grievance procedure may be submitted to arbitration by the AAUP-FA within twenty (20) school days after receipt of an adverse decision in Step II. Any demand for arbitration shall be in writing, shall specify the issue in detail, shall be sent by certified mail to the President of the University, and shall be sent to the New York City office of the American Arbitration Association. An arbitrator shall be chosen pursuant to the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association.

b. The arbitrator's fees and other expenses of arbitration shall be shared equally by the parties. Expenses of witnesses shall be borne by the party who calls them.

c. Except as otherwise provided herein, arbitration shall take place in accordance with the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association.

d. The decision of the arbitrator shall be accepted in good faith as final and binding upon the parties. The University and the AAUP-FA agree that all arbitration awards shall fully and immediately be complied with. If an arbitration award is questioned, it shall nevertheless be complied with subject to future adjudication but shall not be rendered moot by such compliance provided, however, that any monetary award may be placed in escrow for a reasonable time pending such adjudication and the results thereof.

e. The arbitrator shall limit the arbitrator's decision strictly to the application and interpretation of the provisions of this Agreement and the arbitrator shall be without power or authority to make any decision contrary to, or inconsistent with, or adding to, or subtracting from, or amending, or modifying or varying in any way, the terms of this Agreement or the University Statutes or practices of the University; this limitation, however, shall not prohibit the arbitrator from upholding the terms of this Agreement if the same conflicts with any such University Statutes or practices of the University.

f. Whenever there is a claim of a violation of paragraph 24.02 of this Agreement either party may submit the matter to arbitration with a hearing scheduled within seventy-two (72) hours after receipt of notice by the American Arbitration Association. It is agreed that either party may request the American Arbitration Association to submit to both parties, by telephone or facsimile, a list of five (5) arbitrators who are available for an immediate hearing. If the parties fail to agree on an arbitrator within forty-eight (48) hours of knowledge of such list, the American Arbitration Association shall select the arbitrator. Knowledge of such list by the AAUP-FA shall be deemed adequate if so communicated to either the President of the St. John's Chapter of the American Association of University Professors or the President of the Faculty Association at St. John's University. The parties shall request the arbitrator to issue the award within forty-eight (48) hours after the conclusion of the hearing.

21.06 General Provisions as to Grievance and Arbitration

a. At any formal stage in the grievance procedure, the grieving party may elect in writing to have a hearing. The hearing is an opportunity for the grieving party to make an oral presentation before the Dean, the President or the President's designee, as appropriate. The hearing is not a formal judicial or administrative hearing.

b. The filing or pendency of any grievance under the provisions of this Article shall not prevent the University and its representatives from taking the action complained of, subject however, to the final decision on the grievance.

c. Failure at any step of this procedure to communicate the decision on the grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. The time limits specified in the grievance procedure may be extended in any specific instance only by mutual written agreement.

d. Wherever written grievances, answers, decisions or appeals are required by the formal grievance procedure, they shall be served by certified mail upon (i) the Dean or the President at their campus offices; (ii) the President of the St. John's Chapter of the American Association of University Professors and the President of the Faculty Association at St. John's University at the addresses designated by them respectively, provided, however, that service shall be deemed adequate if received by either of said Presidents; (iii) to a faculty member at the home address on record with the University. Where service is so made by certified mail, it shall be deemed complete

upon mailing but the document so served shall be deemed to have been received three (3) days after mailing. Personal service, duly receipted, shall also be adequate service and may be used in lieu of service by mail.

21.07 Non-Discrimination

Nothing contained in this Article or Agreement shall prevent any faculty member from bringing before any governmental administrative agency any complaint regarding discrimination with regard to race, creed, color, national origin, age, sex, marital status, or handicap.

ARTICLE 22
AAUP-FA

22.01 Use of University Facilities

a. Duly authorized representatives of AAUP-FA shall be permitted to transact official AAUP-FA business on University property at all reasonable times, provided that this shall not interfere with or interrupt normal University operations or other faculty members in the performance of their duties. No faculty member shall engage in AAUP-FA activities during the time the faculty member should be performing teaching or other normally assigned University duties.

b. The AAUP-FA shall have the right to post notices of its activities and matters of AAUP-FA concern on faculty bulletin boards at the locations heretofore agreed upon between the AAUP-FA and the University. The AAUP-FA shall be permitted reasonable use of intra-University mail for communication to the faculty.

c. The Administration has agreed for the duration of this Agreement to use reasonable efforts to make available the University e-mail system for communications by the AAUP-FA to the faculty. This commitment is subject to any issues of technical feasibility concerning the capacity of the University system. Furthermore, the AAUP-FA agrees that its use of the e-mail system will be for information purposes only with respect to regular union matters.

d. The AAUP-FA reserves the right to notify faculty members of their rights under the contract with respect to study days.

e. The Administration shall make available to the AAUP-FA two separate offices. In addition, the AAUP-FA shall be permitted reasonable use of appropriate facilities at the University for its meetings so long as such facilities are available and the AAUP-FA complies with the rules and regulations relating to use of such facilities applicable to all members of the University community.

22.02 Reduced Teaching Load for Members of the AAUP-FA Grievance Committee and Bargaining Committee

a. The Administration shall grant to each of the six (6) members of the faculty designated by the AAUP-FA as the members of the AAUP-FA Grievance Committee, a teaching reduction of three semester hours of credit.

b. The Administration shall also grant, in the last semester of this Agreement, to each of the six (6) faculty members designated by the AAUP-FA Bargaining Committee, a teaching reduction of three semester hours of credit. If the faculty member serves on both the Grievance and Bargaining Committees, the faculty member shall be entitled to a teaching reduction of six semester hours of credit for the Spring semester.

c. These teaching reductions will not change the status of any full-time faculty member.

d. The names of the members of the Grievance Committee and of the Bargaining Committee shall be made known by the Presidents of the St. John's Chapter of the American Association of University Professors and the Faculty Association at St. John's University to the Deans of the Colleges to which the faculty members are assigned at least six (6) weeks prior to the commencement of the semester for which the teaching reduction is requested.

ARTICLE 23
UNIVERSITY SERVICES

23.01 Secretarial Services

Department secretaries shall be available to faculty members in that department for assistance with University business. Requests for secretarial assistance shall be brought to the attention of the Department Chairperson who shall determine priorities.

23.02 Parking

The University shall continue to provide faculty parking comparable to that currently provided.

23.03 Dining

The University shall provide faculty dining facilities comparable to those that currently exist.

ARTICLE 24
MISCELLANEOUS

24.01 Past Practices

a. The Administration and the AAUP-FA agree to continue all practices of the Administration which have been continuously adhered to by the Administration provided that the practices are not in conflict with the terms of this Agreement.

b. As used herein, the term “practices of the Administration” refers to practices of the Office of the President, the Offices of the Vice Presidents and the Offices of the Deans, based upon written policies of the Board of Trustees and of the University Senate.

c. The party asserting the existence of a past practice shall have the burden of proof. Where there is a grievance relating to a claim of past practice, either party may request or be required to furnish documents necessary and relevant to the issue, or which have been the basis of the claim. The Administration shall not be required to furnish any portion of the Minutes of the Board of Trustees, other than specific, necessary and relevant resolutions of the Board of Trustees.

d. A practice of the Administration which has applied to one college at the University, shall not by reason of such practice apply to another college at the University.

24.02 No Strike/No Lockout

a. The AAUP-FA and the Administration 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-FA, therefore, agrees that during the term of this Agreement, it shall not instigate, engage in, support, encourage or condone any strike, work stoppage or other concerted refusal to perform work by any of the faculty members covered by this Agreement. This paragraph, if violated, may, in the sole discretion of the Administration, be enforced either through the arbitration provisions hereof or by means of an action in any court of competent jurisdiction or in any administrative agency having jurisdiction, or through any combination of these remedies.

b. The Administration agrees that during the term of this Agreement, it shall not lock-out any or all of the faculty members covered by this Agreement. This paragraph, if violated, may, in the sole discretion of the AAUP-FA, be enforced either through the arbitration provisions hereof or by means of an action in any court of competent jurisdiction or in any administrative agency having jurisdiction, or through any combination of these remedies.

24.03 Separability

If 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 to the same extent as if that provision had never been incorporated in this Agreement, and in such event the remainder of this Agreement shall continue to be binding upon the parties hereto.

24.04 Successor Clause

During the term of this Agreement, the terms and conditions of this Agreement shall be binding on the University, its successors, assigns and transferees of the University.

It is recognized that for the purposes of collective bargaining the AAUP-FA is a single legal entity. In the event the St. John's Chapter of the American Association of University Professors and the Faculty Association at St. John's University merge or consolidate into a single entity for all purposes, irrespective of the name used by that merged or consolidated entity, all of the terms and conditions of this Agreement shall continue to be binding upon such merged or consolidated entity and the University as though no such merger or consolidation had taken place.

If the St. John's Chapter of the American Association of University Professors and the Faculty Association at St. John's University merge or consolidate into a single entity, irrespective of the name used by that merged or consolidated entity, the University shall, upon appropriate written authorization by at least 100 faculty members, deduct from the wages of said faculty members so authorizing and remit to the merged or consolidated entity, dues and other fees as fixed by the merged or consolidated entity. The merged or consolidated entity shall indemnify and save the University harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken by the University in making payroll deductions in accordance with this paragraph.

24.05 Faculty Member Transfer

The parties agree to extend for the period of this Agreement the Memorandum of Understanding dated December 14, 1998 concerning the transfer of faculty members from one school to another. A copy of the Memorandum of Understanding is set forth as Appendix H.

24.06 No Reductions in Force

The Administration agrees that the University will not make a reduction in force of full-time faculty members before June 30, 2004.

24.07 Committees

Commencing as soon as practicable following the execution of this Agreement, the following committees shall be formed upon mutual agreement to their composition:

(i) a committee to research and recommend a new annual report form (provided that the current form will remain in effect unless and until a new form is mutually agreed upon by the parties and noted by written amendment to this Agreement);

(ii) a committee to evaluate the SIR II form, to review alternative, machine-readable forms for student evaluations, and to review the process of dissemination and collection of the instruments (provided that the current form and process will remain in effect unless and until a new form is mutually agreed upon by the parties and noted by written amendment to this Agreement); and

(iii) a committee to discuss the possible implementation of a “step-down” or “phase-out” retirements system.

24.08 Statutory Changes

The parties agree to implement changes in the University Statutes as follows:

(i) Clarify that Section 4.09 of the Statutes that the Dean shall receive the vote for Chairperson elections; and

(ii) Clarify that faculty appointed for a portion of the academic year, or who take a leave of absence for any portion of the academic year, shall not have such portion of the academic year count toward the time periods for mandatory tenure and/or probation.

ARTICLE 25
DURATION OF AGREEMENT

This Agreement is effective as of July 1, 2004 and shall remain in full force and effect to and including June 30, 2007.

IN WITNESS WHEREOF, we have executed this Agreement as of the day and year first above written.

ST. JOHN'S UNIVERSITY, NEW YORK

By: S/Donald J. Harrington, C.M.,
President

ST. JOHN'S CHAPTER OF THE AMERICAN
ASSOCIATION OF UNIVERSITY PROFESSORS-
FACULTY ASSOCIATION AT ST. JOHN'S
UNIVERSITY

By: S/Frank P. LeVeness, President
St. John's Chapter of the American
Association of University Professors

By: S/Pauline Magee-Egan, President
Faculty Association at St. John's
University

List of Attachments

	Appendix A	Collective Bargaining Agreement (2001-2004)
1.01	Appendix B	NYS Labor Board Certification
1.04	Appendix C	Definitions
2.01	Appendix D	Mission Statement
7.03	Appendix E	Chairperson Stipend Schedule
12.02	Appendix F	Evaluation of Faculty Classroom Performance
14.02	Appendix G	Annual Report
24.05	Appendix H	Memorandum of Understanding dated December 14, 1998

APPENDIX A

COLLECTIVE BARGAINING AGREEMENT (2001-2004)

APPENDIX B

NEW YORK STATE

LABOR RELATIONS BOARD

In the Matter of	:	
	:	
ST. JOHN'S UNIVERSITY, NEW YORK	:	DECISION NO. 12630
	:	
-and-	:	
	:	
FACULTY ASSOCIATION AT	:	CASE NOS. SE 43696
ST. JOHN'S UNIVERSITY	:	SE 43727
	:	
ST. JOHN'S CHAPTER OF THE	:	
AMERICAN ASSOCIATION OF	:	
UNIVERSITY PROFESSORS	:	

ORDER

AND

CERTIFICATION OF REPRESENTATIVES

Upon the following papers herein:

	Dates
Petition filed by Faculty Association at St. John's University (Case No. SE 43696)	December 22, 1969
Petition filed by St. John's Chapter of the American Association of University Professors (Case No. SE 43727)	January 12, 1970
Agreement for Consent Election	February 6, 1970
Report Upon Secret Ballot	February 27, 1970
Report Upon Secret Ballot (Run-off)	March 24, 1970
Notice of Hearing to determine the validity of certain challenges	April 10, 1970
AND, the Petitioners in Case No. SE-43696 and Case No. SE-43727 having jointly moved in writing filed April 20, 1970 for an Order treating their petitions as a joint petition and certifying them as the bargaining representative of the employees in the appropriate bargaining unit as set forth in the Agreement for Consent Election and the Notices of Election;	

AND, the Employer having consented to the granting of the motion,

NOW, THEREFORE, by virtue of and pursuant to the power vested in the New York State Labor Relations Board by the New York State Labor Relations Act, it is hereby

ORDERED, that the Motion submitted by the Petitioners be, and the same hereby is, granted; and it is further

ORDERED, that the Notice of Hearing to determine the validity of the challenges directed to 23 of the ballots cast at the run-off election, heretofore adjourned sine die, and the same is, withdrawn; and it is hereby

CERTIFIED, that the Faculty Association at St. John's University and St. John's Chapter of the American Association of University Professors have been jointly selected by the majority of the employees casting valid ballots in the run-off election, and that both Unions jointly are the exclusive representative for the purposes of collective bargaining of all full time and regular part time members of the faculty, including but not limited to professional librarians, lecturers, instructors, assistant professors, associate professors, professors, laboratory instructors and research associates (excluding officers such as the President, Assistants to the President, Vice-Presidents, Deans, Associate Deans, Assistant Deans, such directors and coordinators whose primary function is concerned with administration such as the Registrar, Assistant Registrars, Assistants to the Deans, graduate students who may teach as part of their learning program, coaches and other Athletic Department members, the Law School Faculty and all other job classifications) employed by St. John's University, New York, at its campuses located at Jamaica, Queens and Brooklyn, New York.

Dated: New York, New York
April 22, 1970

[JAY KRAMER]
Chairman

[MARTIN GREENE]
Member

Member

APPENDIX C

DEFINITIONS

Administration or University

“Administration” or “University” refers to the Board of Trustees of the University and those Administrators as defined in Article II of the Statutes of the University.

Adjunct Faculty Member

“Adjunct Faculty Member” shall be synonymous with the term “regular part-time faculty member” referred to in the certification of the collective bargaining representative by the New York State Labor Relations Board and shall refer to those persons who are appointed to a part-time faculty rank and are engaged by the University to devote their time and efforts, less than primarily and principally, to work of instruction or research at the University. Neither the term “adjunct faculty member” nor the term “regular part-time faculty member” includes persons teaching only during the Summer Sessions at the University or Administrators.

College and School

“College and “school” shall be synonymous and shall refer to the various units of educational instruction which comprise the University. For the purposes of this Agreement, the term “college” shall refer to the following colleges and/or school of the University: St. John’s College, College of Pharmacy and Allied Health Professions, The Peter J. Tobin College of Business, the School of Education and the College of Professional Studies. For the purposes of this Agreement, the term “college” shall not be deemed to include the School of Law.

Continuing Adjunct Faculty Member

“Continuing adjunct faculty member” shall refer to an adjunct faculty member (i) who has taught in the fall and spring semesters of the preceding academic year; (ii) one whose specialty is such that the particular course is offered in only one of the two semesters of the academic year and the adjunct faculty member has taught such specialty in the two previous semesters in which the course was offered; or (iii) who, in the opinion of the Provost, as a result of past services to the University, should equitably be considered as a continuing adjunct faculty member.

Department and Division

“Department” and “Division” shall be synonymous with and shall refer to the various units of educational instruction which comprise the schools and colleges of the University.

Majority Vote

“Majority vote” shall be deemed a majority of those present and voting at any meeting at which a quorum is present.

Program

“Program” refers to any sequence of related courses that may or may not lead to a major.

School Day

“School Day” shall refer to a day on which any college in the unit conducts classes other than on-line classes.

References General

References to any person, group, committee, department, etc., shall be considered in the plural or the singular, and in the masculine, feminine or neuter, as the context and circumstances may require.

Seniority

a. The Nature of the Right

Subject to the provisions of paragraph 24.05 of this Agreement, seniority is the right of one faculty member to assert a preference over another faculty member based upon length of service. Seniority of a faculty member applies only within a department among those faculty serving in the department. It does not apply across departments of a college or across colleges within the University.

b. Determination of Seniority

Ordinarily, a faculty member’s seniority is based only upon the faculty member’s period of service in his/her department. Where a faculty member has transferred from one department (or school) to another, pursuant to a written agreement by which the period of service in the first department is accepted by the second department, then the faculty member’s seniority is based on the combined length of service in both departments. Similarly, in cases where departments are merged, pursuant to an agreement that length of service in either department counts toward seniority, seniority is based on the combined length of service in the merged departments.

APPENDIX D

MISSION STATEMENT

ST. JOHN'S UNIVERSITY IS CATHOLIC, VINCENTIAN, AND METROPOLITAN.

As a **UNIVERSITY**, we commit ourselves to academic excellence and the pursuit of wisdom which flows from free inquiry, religious values, and human experience. We strive to preserve and enhance an atmosphere in which scholarly research, imaginative methodology, global awareness, and an enthusiastic quest for truth serve as the basis of a vital teaching-learning process and the development of lifelong learning. Our core curriculum in the liberal arts and sciences aims to enrich lives as well as professions and serves to unify the undergraduate experience. Graduate and professional schools express our commitment to research, rigorous standards, and innovative application of knowledge. We aim not only to be excellent professionals with an ability to analyze and articulate clearly what is but also to develop the ethical and aesthetic values to imagine and help realize what might be.

St. John's is a **CATHOLIC** university, founded in 1870 in response to an invitation of the first Bishop of Brooklyn, John Loughlin, to provide the youth of the city with an intellectual and moral education. We embrace the Judeo-Christian ideals of respect for the rights and dignity of every person and each individual's responsibility for the world in which we live. We commit ourselves to create a climate patterned on the life and teaching of Jesus Christ as embodied in the traditions and practices of the Roman Catholic Church. Our community, which comprises members of many faiths, strives for an openness which is "wholly directed to all that is true, all that deserves respect, all that is honest, pure, admirable, decent, virtuous, or worthy of praise" (Philippians 4:8). Thus, the university is a place where the Church reflects upon itself and the world as it engages in dialogue with other religious traditions.

St. John's is a **VINCENTIAN** university, inspired by St. Vincent de Paul's compassion and zeal for service. We strive to provide excellent education for all people, especially those lacking economic, physical, or social advantages. Community service programs combine with reflective learning to enlarge the classroom experience. Wherever possible, we devote our intellectual and physical resources to search out the causes of poverty and social injustice and to encourage solutions which are adaptable, effective, and concrete. In the Vincentian tradition, we seek to foster a world view and to further efforts toward global harmony and development by creating an atmosphere in which all may imbibe and embody the spirit of compassionate concern for others so characteristic of Vincent.

St. John's is a **METROPOLITAN** university. We benefit from cultural diversity, the intellectual and artistic resources, and the unique professional educational opportunities offered by New York City, Rome and other international cities. With this richness comes responsibility. We encourage the metropolitan community to use our resources to serve their needs. On the local, state, national and international levels, our alumni serve as effective leaders and responsible citizens. We pledge to foster those qualities required for anticipating and responding to the educational, ethical, cultural, social, professional and religious needs of dynamic cities in a dynamic world.

APPENDIX E

CHAIRPERSON STIPEND SCHEDULE

- A. Each Chairperson shall receive a minimum stipend of \$7,500 per academic year.
- B. In addition, for each of the following factors, the minimum stipend shall be increased by \$400:
- (1) There are 15 or more full-time faculty members or their equivalent (equated by hours) in part-time faculty.
 - (2) There are 30 or more full-time faculty members or their equivalent (equated by hours) in part-time faculty.
 - (3) The department offers degree programs at both the Queens and Staten Island campuses.
 - (4) The department offers a master's or first professional degree program (e.g., Pharm.D).
 - (5) The department offers a doctoral program leading to the Ph.D., Ed.D. or D.A. degrees.
 - (6) The department has a minimum of 9,000 undergraduate credit hours for the academic year.
 - (7) The department has a minimum of 1,500 graduate credit hours for the academic year.
 - (8) Departments in the College of Pharmacy and Allied Health Professions which offer laboratory courses and the Departments of Biological Sciences, Chemistry and Physics of St. John's College.
- C. In accordance with this formula, the annual stipend of any Chairperson (exclusive of summer sessions Chairperson stipend) shall not exceed \$10,500.
- D. Each Chairperson is eligible for a stipend of 1/9th of the academic year stipend for each of the two summer sessions, provided that the Chairperson's department has courses running in each of the two summer sessions. In addition, the Chairperson to be eligible for said 1/9th stipend, shall administer either the May or January mini-session where applicable.

APPENDIX F

**St. John's University
New York
Evaluation of Faculty Classroom Performance**

Name of Instructor _____ Department/Division _____
School/College _____ Evaluator _____
Class Visited _____ Time _____ Date _____
Course Title _____ Graduate ? Undergraduate ?

In each category check one or more descriptive words/phrases that apply:

1. Appearance:

professional unprofessional: if so, please describe _____

2. Attitude toward class:

positive friendly and warm negative indifferent impatient

3. Voice:

well-modulated clear and distinct monotonous unclear diction
 too soft too loud too rapid too slow

4. Courtesy/manner:

courteous considerate encouraging discourteous
 condescending sarcastic intimidating

5. Poise:

confident and self-assured composed ill at ease has distracting mannerisms.

6. Instructional mode:

lecture lecture/discussion video/discussion seminar group sessions peer interactions

7. Use of Technology:

Technology was available: Yes___No___

Available technology was used: to fullest advantage to partial advantage not at all

available technology was not appropriate to the class

8. Lecture Presentation:

- presents clear objectives for the class
- enthusiastic/dynamic articulate
- well-structured
- challenging
- conveys ideas well conveys ideas fairly well
- demonstrates concern for students' understanding of material
- disorganized dull confusing unfocused

9. Knowledge of subject:

- displays mastery of pertinent skills
- demonstrates broad understanding of material
- exhibits poor command of necessary skills
- provides shallow/inadequate coverage
- provides current examples and/or case studies related to subject
- (where appropriate) manifests solid scholarship

10. Handling questions:

- poses questions relevant to discussion/subject matter
- allows students adequate response time
- fields student responses positively
- encourages student questions
- poses questions that lack pertinence to subject matter
- poses questions that are unclear/ambiguous
- allows inadequate response time
- discourages student questions

11. Use of class time:

- very effective effective minimally effective ineffective
- if applicable: handles unplanned events well adequately poorly

12. Class control:

- reasonable and appropriate inappropriate: in what way?_____
-

13. Teacher/student rapport:

- approachable
- responds to individual needs
- sensitive to mood of class
- sensitive to physical environment
- uninterested in class/individuals
- unresponsive to class needs
- unapproachable

14. Student interest:

- absorbed
- enthusiastic
- attentive
- inattentive
- not responsive
- bored

15. Over-all rating:

- outstanding
- very good
- good
- fair
- minimally acceptable
- needs improvement

This is the faculty member's _____ year of full-time teaching at St. John's University.

On the reverse side the evaluator is urged to write a statement that is legible and, preferably typed.

EVALUATOR'S COMMENTS AND/OR RECOMMENDATIONS

FACULTY MEMBER'S COMMENTS

(SIGNATURE OF FACULTY MEMBER)
**(This signature signifies only that the faculty member has
seen and discussed the evaluation with the evaluator).**

DATE

(SIGNATURE OF EVALUATOR)

DATE

APPENDIX G

ANNUAL FACULTY ACTIVITY REPORT COVER PAGE

This Report (AFAR) provides a format for your individual annual reports to the Chair. Since the information submitted with this Report will provide the body of documentation considered in the process of annual faculty performance review, you must submit a copy to the Dean by April 15 of each year. The final pages of the form suggest reportable professional activities which the Dean will consider in annual assessments as the basis for performance-based special payments.

Name: _____

Department/Division: _____

College/School: _____

Present Rank: _____

Do you have Tenure? No If No, what is your mandatory tenure decision date? June : _____
 Yes If Yes, Date of Tenure: : _____

Documentation attached:

Teaching activities:

- Student Attitude Questionnaire results (OPTIONAL)
- Portfolio of teaching materials (syllabi, tests, cds, etc.)

Research and scholarship activities:

- Copies of all publications listed
- Program appearance documentation (copies of programs, etc.)

ALL DOCUMENTATION must be available to the Dean by the date of Report submission.

Dean's recommendation:	1	2	3	4
 <hr style="width: 50%; margin: auto;"/> <i>Signature of Dean</i>				

[Each year a Dean may announce the strategic goals of the School/College for the forthcoming year at this place in the document or in a separate letter to the faculty. Priorities to be given special weight will be identified and described here.]

Deans will consider faculty activity in the general categories of teaching, research and scholarship, and service in assessing the annual performance of each individual.

It is expected that as a matter of course faculty will satisfactorily perform those professional responsibilities which apply to them. Performance shall be assessed in terms of the degree to which they are performed and the intensity, consistency and quality of each activity.

TEACHING (FALL, SUMMER, SPRING)

- In light of the University's commitment to student-centered and innovative teaching, it is expected that faculty will consistently display an interest in improving the quality of their teaching and their interaction with students as they seek to foster spirited academic growth and life-long learning in our graduates.

1. List Courses Taught :

Course number and name (indicate new preparations; specify graduate or undergraduate)	Year and term	Day, Evening, Weekend	Enrollment	Credit hrs generated (Credit value of the course X # students registered at semester end)

2. Student Course Evaluations:

OPTIONAL: Provide summaries of SIR reviews

3. Teaching Development Initiatives:

Describe any workshops, seminars, training sessions, etc., you have attended in the past year directed specifically to teaching development

4. Curricula or program revision activities:

5. Assessment, Self-Study or Accreditation Review activities: (You may choose to list this activity under SERVICE)

6. Professional Activities relevant to your teaching

RESEARCH AND SCHOLARSHIP

Duly acknowledging the distinctive requirements of each school/college of the University, it is expected that faculty will display leadership in their respective fields of inquiry through an ongoing program of scholarly activity consistent with the mission of the University and the School/College and with the highest standards of the discipline.

1. Significant Research and Scholarship :

Optional: Describe in no more than one paragraph your most significant research and scholarship achievement of the past year.

2. Publications with their Dates

List your publications since the last AFAR in reverse chronological order. Use the standard bibliographical form appropriate to your discipline, indicating title, journal, date (month and year), volume, and pagination; for book(s), include the name of the publisher. [*Reference Manager - a bibliographic database program - is available on all PCs connected to the university network. The library supports this software with regularly scheduled classes, and offers individual help.*]

- List articles and/or books published. For manuscripts accepted for publication but not published, attach letter of acceptance. List a publication as a book ONLY if it is authored, co-authored, or edited by you. Sections/chapters must be indicated separately. Where applicable, publications should be categorized/labeled to distinguish between books (authored, edited), articles (peer-reviewed, invited, etc.), book chapters, proceedings, abstracts, other. Please distinguish any self-published materials. In the case of co-authored publications, define your contribution to the publication.
- Faculty with patents/patent applications should list them under this heading
- Faculty in the Fine Arts Department should list gallery appearances under this heading.

List articles and/or books submitted but not yet accepted for publication and include copies of same as part of your support material.

Submit one copy of each publication or manuscript in the support materials, which will be returned to you.

3. Program Appearances/Attendance with their Dates:

1. List all program appearances with pertinent dates. List titles of papers presented at each meeting with appropriate bibliographical notation; abstracts, proceedings, etc.
-
2. List all meetings attended without active participation.

4. Grants, Sponsored Projects or Programs:

Specify any grants/contracts received or pending. Include all relevant information such as project title, dates, award, funding source, etc. Clearly indicate, under separate headings, those supported by a) external sources, b) internal (SJU) funding, c) pending applications, and d) unfunded applications.

SERVICE

It is presumed that untenured and tenure-track faculty will concentrate on departmental and school/college committees and service activities; senior faculty are presumed to have broad obligations to their school/college and the University and to assist the dean in significant ways which contribute to clear and substantive advancement of the strategic goals of the school/college. It is expected that faculty will exemplify the University's concern for leadership and service in areas beyond those directly related to their teaching, research and scholarship.

1. Service to University, School, and Departmental/Divisional Committees with their Dates

- a. List in reverse chronological order your service on Department/Division, School and University committees or task forces (give names of committees and dates of service). Also list any administrative assignments that you have held in the past year. Entries under this category should be limited to professional contributions (i.e., not social or required activities).
-
- b. List any other activities for which formal titles do not exist, e.g., speaking at alumni, student or admission events, participating in student events such as Student Research Day, etc.

2. Membership in Professional Societies

- a. Membership in professional associations and learned societies, including any position held in these organizations.
-

- b. Listings in biographic publications

3. Other Relevant Service Activities List any other activities that you consider relevant or of importance not covered above.

OTHER

1. Presence at St. John's

- | | |
|--------------------------------------------------------------------------------|-----------------------|
| a. Scheduled Office hours per week | Fall Semester _____ |
| | Spring Semester _____ |
| b. Average hours per week involved in SJU
and/or student support activities | Fall semester _____ |
| | Spring semester _____ |

2. Academic and/or Professional Activities not included above

PERFORMANCE ACTIVITIES

THE FOLLOWING ARE MEANT TO SUGGEST ALL THE COMPONENTS of a professional academic year and to be as comprehensive and inclusive as possible. If you believe some valuable activity has been overlooked you may add it. The purpose of the Report should be to describe your year's productivity in the most complete, accurate and comprehensive manner.

TEACHING (FALL, SUMMER, SPRING)

In light of the University's commitment to student-centered and innovative teaching, it is expected that faculty will consistently display an interest in improving the quality of their teaching and their interaction with students as they seek to foster spirited academic growth and life-long learning in our graduates. Documentation demonstrating the following will be considered in review of teaching activity.

- Participation in Developmental and Major advising
- Participation in curriculum revision
- Mentoring of theses and dissertations
- Students taught per year and credit hours generated
- Non-classroom instructional activity
- Service-learning opportunities provided
- Advisement to student organizations
- Evidence of well prepared classes
- Innovations introduced into the classroom
- Evidence of recognition as an enthusiastic, interesting and fair teacher
- Evidence of excellent classroom communication, student-teacher interaction
- Internal guest lectureships
- Interdisciplinary and collaborative courses developed
- Presentation and/or participation in CTL and other workshops
- Adaptations of classroom or other teaching activities in light of the HERI Faculty Survey results and/or the ESSE Student engagement survey
- Evidence of other relevant teaching activities, especially those consistent with SJU mission

RESEARCH AND SCHOLARSHIP

Duly acknowledging the distinctive requirements of each school/college of the University, it is expected that faculty will display leadership in their respective fields of inquiry through an ongoing program of scholarly activity consistent with the mission of the University and the School/College and with the highest standards of the discipline. The following reportable activities will be considered by Deans in arriving at a judgment of individual performance contributions for the past year.

- Evidence of academic reputation among peers
- Peer-reviewed publications with evidence of quality
- Evidence of books, articles, etc., in progress
- Books edited: evidence of their academic quality
- Grant proposals submitted or awarded
- External reader for dissertations, theses, etc.
- Presentations at recognized professional associations or at other universities
- External guest lectureships: national, international
- Editor, reader or consultant for recognized journals or presses
- Media lectures or presentations related to academic area
- Exhibition, performance or direction of artistic or creative work in recognized settings
- Invited panel reviewer for grants agencies or foundations
- Circulation of papers, reports etc., through on-line network services (e.g., ERIC)
- Evidence of other relevant research and scholarship activities, especially those consistent with SJU mission

SERVICE

The following areas of activity will be considered in determining an individual's service contribution. It is presumed that untenured and tenure-track faculty will concentrate on departmental and school/college committees and service activities; senior faculty are presumed to have broad obligations to their school/college and the University and to assist the dean in significant ways which contribute to clear and substantive advancement of the strategic goals of the school/college. It is expected that faculty will exemplify the University's concern for leadership and service in areas beyond those directly related to their teaching, research and scholarship.

- Committee and task force activity, as chair, member, delegate
- Pro bono professional service to scholarly institutions, groups, societies
- Participation in training or instructional activities
- Mentoring of junior faculty
- Participation in advisory and other student-centered workshops and seminars
- Participation in student organizational activities
- Evidence of collegiality and interaction with peers
- Participation in community activities as SJU faculty member
- Evidence of other relevant activities, especially those consistent with SJU mission
- Consistent participation at Open Houses, Commencements, Convocations, etc.

APPENDIX H

MEMORANDUM OF UNDERSTANDING (Dated December 14, 1998)

WHEREAS, it is recognized that there may be transfers of faculty members from one school or college of the University to another school or college of the University, and

WHEREAS, the Collective Bargaining Agreement dated July 1, 1997 does not specify procedures for such transfers;

NOW, THEREFORE, it is agreed that, commencing January 1, 1999, the following procedures shall apply to any faculty member who transfers from one school or college of the University to another:

1. The faculty member shall apply to the Personnel & Budget Committee of the Department of which he or she is currently a member for approval to transfer to another school or college of the University. If the Department Personnel & Budget Committee approves such request for transfer, the request shall be transmitted to the Dean of the school or college of which the applicant is currently a member.

2. If the Dean of the school or college of which the applicant is currently a member approves the application to transfer, the Dean shall request the Dean of the school or college to which the applicant is requesting transfer to submit the application to the Personnel & Budget Committee of the Department to which the applicant is seeking transfer. If the Personnel & Budget Committee approves the application, it shall be submitted to the Dean of the incoming school or college for approval. Any reasonable decision by the Dean of the school or college to which the faculty member is requesting transfer shall be controlling. If the Personnel & Budget Committee disapproves the application, that decision shall be controlling.

3. In the event there is a transfer, pursuant to this Memorandum of Understanding, the faculty member shall retain seniority from his or her prior department and such seniority shall be merged into the seniority list of the incoming department.

4. Nothing in the foregoing provision of this Memorandum of Understanding shall be deemed to affect the right of the President of the University to infuse new life into a Department pursuant to §5.5 a. of the Collective Bargaining Agreement.

S/ Amrit L. Kapoor,
President, Faculty Association

S/ Tony H. Bonaparte,
Provost

S/ Frank P. LeVeness,
President, American Association
of University Professors

S/ Robert J. Crimmins,
Executive Vice President

