



## Agreement

between the

Administration of St. John's University,  
New York

and the

St. John's Chapter of The American  
Association of University Professors  
— Faculty Association  
at St. John's University  
1972—1974

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## A G R E E M E N T

THIS AGREEMENT is made as of June 6, 1972, 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").

## P R E A M B L E

The intent and the purpose of this Agreement are to promote and improve the quality and effectiveness of education at St. John's University, New York (the "University") and to maintain high standards of academic excellence in all phases of instruction at the University. The parties hereto concur that these objectives can be materially achieved by means of amicable adjustment of matters of mutual interest, and through the establishment of basic understandings relative to personnel policies, practices and procedures and matters affecting other conditions of employment.

It is recognized by the parties that mutual benefits are to be derived from continual improvement in the position of the University as an institution of higher learning; that the faculty is particularly qualified to assist in formulating educational policies and developing educational programs; that the University has responsibility to present and make available to the student body the kind and degree of learning that meet the highest standards of higher education; and that these objectives can be materially advanced by conducting uninterrupted courses of study.

Now, therefore, the parties hereto agree as follows:

## ARTICLE I

### RECOGNITION

§1.1 The Administration hereby recognizes the AAUP-FA as the exclusive bargaining representative for all full and regular part-time members of the faculty presently 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 (Appendix A; the "faculty").

§1.2 The parties agree that, in the event 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.

## ARTICLE II

### GENERAL RELATIONSHIP BETWEEN THE AAUP-FA AND THE ADMINISTRATION

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§2.1 This Agreement shall be binding upon and is exclusively between the AAUP-FA and the Administration unless otherwise specified 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.

§2.2 This Agreement shall not be construed to repeal, rescind or otherwise modify any of the provisions of the Statutes of the University, as amended, or any future amendments thereto by the Board of Trustees (the "Statutes") which are not in conflict with this Agreement. The provisions of the Statutes which are not in conflict with the provisions of this Agreement shall be assimilated into and made part of any individual contract of employment between a faculty member and the University. In the event of a conflict between the provisions of the Statutes and the terms of this Agreement, the latter shall be controlling.

§2.3 The rights, privileges and obligations of faculty members set forth in this Agreement shall be assimilated into and made part of any individual contract of employment between a faculty member and the University; all such rights, privileges and obligations claimed under such individual contracts of employment shall be enforceable only through the procedures hereinafter set forth in this Agreement or the Statutes, whichever is applicable. In the event of a conflict between the terms of an individual contract and the terms of this Agreement, the latter shall be controlling. This Agreement shall be incorporated by reference into employment contracts issued to faculty members. All faculty members shall be furnished with a copy of this Agreement by the Administration.

§2.4 The Administration, in adopting the 1966 Statement on Government of Colleges and Universities of the American Association of University Professors, has stated that the University "does 'require particular accommodations' contemplated" in that Statement for a Catholic university. The AAUP-FA has also adopted that Statement. Accordingly, the parties hereby incorporate that Statement by reference into this Agreement. The AAUP-FA and the Administration, by such incorporation of the Statement, have recognized and hereby continue to 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. To these ends, the parties agree that all the 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

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the terms and conditions of employment, or the failure to act in accordance with the aforementioned Statement, shall be subject to such grievance-arbitration procedures.

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§2.5 The presently constituted organizations within the University (e.g., the University Senate, Faculty Councils, Departmental 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 otherwise modify the terms and conditions of this Agreement.

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§2.6 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.

### ARTICLE III

#### PAST PRACTICES

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§3.1 The parties agree to continue all practices of the Administration which are currently adhered to by the Administration, provided, however, that such practices are not in conflict with the provisions of this Agreement. In the event of such a conflict, the terms of this Agreement shall be controlling.

§3.2 Practices of the Administration which have been peculiarly applicable to one college of the University shall not, solely by reason of such practice, apply to another college of the University.

§3.3 As used in this Agreement, the term "practices of the Administration" refers to those 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.

### ARTICLE IV

#### ACADEMIC RANK AND QUALIFICATIONS

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§4.1 Ranks for full-time faculty members are Professor, Associate Professor, Assistant Professor and Instructor.

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§4.2 Ranks for part-time faculty members are Adjunct Professor, Adjunct Associate Professor, Adjunct Assistant Professor and Adjunct Instructor.

§4.3 The qualifications for the above ranks shall be those set forth in Article 29 of the Statutes.

## ARTICLE V

### FACULTY APPOINTMENTS

§5.1 The initial decision on appointments of new full-time faculty members shall be made by the Departmental Personnel and Budget Committee in accordance with present practices. No appointment shall be rejected by an administrative officer without reason being supplied, in writing, to the Departmental Personnel and Budget Committee. Except as provided in the 1966 Statement on Government of Colleges and Universities of the American Association of University Professors, no full-time faculty member shall be appointed without the approval of the appropriate Departmental Personnel and Budget Committee.

§5.2 Ordinarily the initial decision on appointments of new adjunct faculty members shall be made by the Departmental Personnel and Budget Committee in accordance with the procedures and provisions of section 5.1, provided, however, that when an emergency arises and it is not practicable for the said committee to meet and decide, the initial decision on the appointment of new adjunct faculty members shall be made in accordance with practices as they existed in the 1971-1972 academic year relating to such adjunct initial appointments. Such emergency initial appointments of adjunct faculty members shall be reported by the Chairman to the Departmental Personnel and Budget Committee as soon as thereafter possible with all the circumstances necessitating such emergency action. In no event, however, shall such an emergency initial appointment be continued beyond a single semester or summer session without the concurrence of the Departmental Personnel and Budget Committee. No appointment shall be rejected by an administrative officer without reason being supplied, in writing, to the Departmental Personnel and Budget Committee.

§5.3 The Departmental Personnel and Budget Committee, together with the full-time members of the department meeting as a whole, where practicable, and the administrative officers charged with the responsibility of review and action upon the recommendations of the Departmental Personnel and Budget Committee, may request the applicant to appear for a personal interview.

§5.4 When a full-time faculty member on probation is to be considered for renewal or non-renewal of contract, he may request an appearance before the Departmental Personnel and Budget Committee and, if such appearance is denied, may request an appearance before the department as a whole.

§5.5 a. The foregoing provisions relating to new appointments, as well as the provisions relating to promotion, reappointment and tenure, shall be exercised by the appropriate University bodies or agencies in accordance with the provisions of any affirmative action program relating to discrimination in employment.

b. In the event it becomes necessary to modify or extend the present affirmative action program at the University, insofar as it relates to faculty, the Administration shall, under ordinary circumstances and where practicable (i) consult with the appropriate University body or agency composed in whole or in part of faculty,



during the formulation of such modified or expanded affirmative action program; and (ii) consult with the AAUP-FA prior to the submission of such modified or extended affirmative action program to the appropriate governmental agency.

## ARTICLE VI

### 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.

## ARTICLE VII

### TENURE AND PROMOTION

§7.1 All of the provisions of the Statutes presently in effect relating to tenure and promotion remain in full force and effect with the following modifications:

#### §7.2 General

a. Departmental representation shall be rotated annually on the Personnel and Budget Committee of the School of Education, the College of Business Administration, the undergraduate college at Staten Island and St. Vincent's College, respectively.

b. In the event all of the members of a department shall fail to qualify or decline to serve as members of the College Personnel Committee, there shall be a college-wide election to elect a tenured faculty member for that committee.

c. Departmental Chairmen are entitled to one vote which, if exercised, must be used on the departmental level.

d. Departmental Chairmen may not serve on either the College Personnel Committee or the University Personnel Committee except as otherwise provided in section 7.4 (e)\*. The Departmental Chairman, however, remains as a non-voting, ex officio, participant of the College Personnel Committee for all presentations involving his department.

e. A faculty member retains the option of choosing the colleague who shall present his case at any level at which the faculty member has the right of personal appearance.

f. No faculty member may serve simultaneously as a member

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\* Except as otherwise provided, all references are to articles or sections of this Agreement.

of more than one of the following three committees: the Departmental Personnel and Budget Committee, the College Personnel Committee or the University Personnel Committee, except as otherwise provided in section 7.4 (e).

g. Faculty members shall serve for one year on College Personnel Committees.

h. Faculty members shall serve for two years on the University Personnel Committee. Commencing with the 1972-1973 academic year, faculty members who have been elected to the University Personnel Committee shall be divided by means of lot into two classes and shall be deemed elected to said two classes, each class consisting of substantially the same number of faculty members whose terms shall expire respectively in one or two years and until their successors (each successor to serve a full two-year term) shall have been elected and qualified.

i. Faculty members shall be elected to College Personnel Committee and to the University Personnel Committee during the first full school week in April of each academic year after Departmental Chairmen and members of the Departmental Personnel and Budget Committees have been elected. Faculty members elected to College Personnel Committees and to the University Personnel Committee shall serve for the twelve or twenty-four month period, as the case may be, commencing on the September 1 immediately following their election.

j. In the event all of the members of a college fail to qualify or decline to serve as members of the University Personnel Committee, there shall be a university-wide election to elect a tenured faculty member for that Committee.

k. Vacancies of elected members, whether temporary or permanent, shall be filled in the same manner.

#### §7.3 Departmental Personnel and Budget Committees

a. Personnel and Budget Committees shall be established in all departments of the following colleges: College of Business Administration; St. John's College; School of Education; St. Vincent's College; the undergraduate college at Staten Island; and, when feasible, in the College of Pharmacy and Allied Health Professions.

b. Each Departmental Personnel and Budget Committee in the colleges set forth in section 7.3 (a) shall consist of no fewer than three nor more than five tenured faculty members, including the Departmental Chairman as chairman of the committee. Where there are fewer than three tenured faculty members eligible and willing to serve in a department, non-tenured faculty members shall be added to achieve the minimum of three on the committee, but such additional non-tenured faculty members may not vote on tenure or promotion matters or on any matter relating to the appointment of a faculty member with concomitant tenure. In such departments with less than three tenured faculty members, matters relating to promotion, tenure or an appointment with concomitant tenure, shall be submitted to the College Personnel Committee for initial consideration and vote. Under such circumstances, the College Personnel Committee shall request recommendations from the department, giving special weight to

the recommendations of the tenured members of the department.

c. Membership on the Departmental Personnel and Budget Committee shall be for a three year term. With the exception of the Chairman, the term of service of approximately one-third of the members of the Departmental Personnel and Budget Committee will ordinarily expire annually. Accordingly, at the expiration of the present term of office of the members of the Personnel and Budget Committee of each department, their successors shall, after the election, be divided by means of lot into three classes and shall be deemed elected to said three classes, each class consisting of substantially the same number of committee members, whose terms shall expire respectively in one, two or three years and until their successors (each successor to serve a full three year term) shall have been elected and qualified.

§7.4 College Personnel Committees

a. School of Education

The Personnel Committee of the School of Education shall consist of the Dean as chairman and four elected tenured faculty members. Ordinarily, each department must be represented before any department may have two members on the committee.

b. St. Vincent's College

The Personnel Committee of St. Vincent's College shall consist of the Dean as chairman and three elected tenured faculty members with no more than one such faculty member from a particular division.

c. College of Business Administration

The Personnel Committee of the College of Business Administration shall consist of the Dean as chairman and three elected tenured faculty members of whom at least one shall have the rank of professor or associate professor with no more than one such faculty member from a particular department.

d. St. John's College

The Personnel Committee of St. John's College shall consist of the Dean of St. John's College, the Dean of the Graduate School of Arts and Sciences, and four elected tenured faculty members, of whom at least three shall have the rank of professor or associate professor. One faculty member shall be elected from each of the four groupings listed below:

I. Biology  
Chemistry  
Mathematics  
Physics

III. Asian Studies  
Fine Arts  
History  
Political Science  
Speech and Theatre

II. Classical Languages  
English  
Library Science  
Modern Foreign Languages

IV. Philosophy  
Psychology  
Sociology and  
Anthropology  
Theology

Membership on the Personnel Committee of St. John's College may not reside in the same department, including Asian Studies, for two successive years.

The Dean of St. John's College and the Dean of the Graduate School of Arts and Sciences are entitled to one vote which must be cast at the college level by the Dean not chairing the meeting. The chairmanship of the committee shall alternate between the Dean of St. John's College and the Dean of the Graduate School of Arts and Sciences depending upon the graduate or undergraduate status of the faculty member whose case is being considered by the committee. The Dean of St. John's College shall serve as chairman if the faculty member is primarily involved in graduate teaching; the Dean of the Graduate School of Arts and Sciences shall serve as chairman if the faculty member is primarily involved in undergraduate teaching. The committee shall resolve any problems regarding a faculty member's graduate or undergraduate status.

e. College of Pharmacy and Allied Health Professions

The Personnel Committee of the College of Pharmacy and Allied Health Professions shall consist of the Dean as chairman and four elected tenured faculty members who, in this instance, may be Departmental Chairmen.

f. The Undergraduate College at Staten Island

The Personnel Committee of the undergraduate college at Staten Island shall consist of the Dean\* as chairman and three elected tenured faculty members of whom at least one shall have the rank of professor or associate professor with no more than one such faculty member from a particular division.

§7.5 University Personnel Committee

The University Personnel Committee shall consist of the Academic Vice President, Jamaica; the Academic Vice President, Staten Island (qua dean); the Executive Vice President of the University; the Vice President for Business Affairs and Treasurer; the Dean of St. John's College; the Dean of the Graduate School of Arts and Sciences; the Dean of the College of Business Administration; the Dean of the Law School; the Dean of the College of Pharmacy and Allied Health Professions; the Dean of St. Vincent's College; the Dean of the School of Education and eight elected tenured faculty members with the rank of professor or associate professor, of whom three shall be elected by and from the St. John's College faculty with no more than two members from any one department, and one member by and from each of the other colleges, not including the School of Law.

With respect to the University Personnel Committee, the following provisions obtain:

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\* For the purposes of this Agreement, the Academic Vice President, Staten Island, shall be considered the "Dean" of the undergraduate college at Staten Island.

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a. The Academic Vice President, Jamaica, shall serve as chairman and shall cast a vote only to break a tie.

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b. The Dean of the college involved must disqualify himself from voting since he will have cast his vote on the college level.

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c. In the event of a case involving a faculty member who is not from either St. John's College or the Graduate School of Arts and Sciences, the Dean of St. John's College and the Dean of the Graduate School of Arts and Sciences are entitled to one vote, to be exercised in accordance with their mutual agreement.

d. In the event of a case involving a faculty member who is either from St. John's College or the Graduate School of Arts and Sciences, the Dean of St. John's College and the Dean of the Graduate School of Arts and Sciences are precluded from exercising their vote.

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e. The principle of voting parity shall be preserved under any changed circumstances.

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f. The chairman of the University Personnel Committee shall notify the applicant as soon as practicable of its decision. When the decision of the committee is negative, the reasons will be transmitted, in writing, promptly following the decision.

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g. No new evidence may be considered by the University Personnel Committee in connection with an appeal. In cases other than an appeal, if the University Personnel Committee raises new questions which requires the introduction of new evidence (being matters which were not known or reasonably could not have been known by the lower committees or matters which were not reasonably available to the lower committees) the case shall be remanded to the lower committees for reconsideration in light of such new evidence.

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## ARTICLE VIII

### SELECTION OF DEANS

§8.1 Whenever a vacancy occurs in the post of academic Dean, as defined in section 9.1.1 of the Statutes, of any of the colleges, a search committee composed of four tenured faculty members of the particular college in which the vacancy exists shall be elected by its faculty and shall be chaired by the appropriate Academic Vice President, with vote. The search committee, by majority vote, shall submit to the President the names of no fewer than three candidates, together with its recommendation for appropriate faculty rank and tenure, which candidates shall fulfill such qualifications for the office of the deanship involved as provided for in the Statutes. If the President accepts one or more names, he shall then submit same to the Board of Trustees for consideration and final action. If the President rejects all the names so submitted, he shall state his reasons in writing and request the committee to continue its search. If the Board of Trustees rejects all the names so submitted by the President, it shall state its reasons in writing and request the committee to continue its search.

§8.2 The foregoing procedure shall continue until the search committee submits a candidate acceptable to the President and the Board of Trustees of the University.

## ARTICLE IX

### DEPARTMENTAL CHAIRMEN

§9.1 The Departmental Chairman is at the same time a faculty member with respect to his teaching obligations as well as serving as the departmental liaison to the Administration. As the academic leader of his department he is obliged to represent its interests and serve its welfare. In an equal sense, the Departmental Chairman has the professional responsibility to consider the departmental needs in conjunction with the overall interests of the University community.

§9.2 All of the provisions of the Statutes and practices of the Administration relating to the method of selecting a Chairman, the qualifications for the office and the term of office, shall remain in full force and effect except as modified herein.

§9.3 The duties of the Chairman, subject to appropriate procedures and supervision, shall include, but not be limited to, the following:

a. Personnel

- (i) Presiding at the Departmental Personnel and Budget Committee meetings.
- (ii) Participating in the recruitment of applicants to the faculty of the department.
- (iii) Proceeding in the assignment of faculty to specific courses and arranging faculty schedules in conjunction with the appropriate departmental committees and in conformity with the procedures provided in this Agreement.
- (iv) Administering the duly established system of evaluation of faculty members in his department.
- (v) Channeling the services of all non-instructional personnel in his department.

b. Program Development and Supervision of Students

- (i) Presiding at the Departmental Educational Policy Committee meetings.
- (ii) Developing programs of study, planning course offerings and the implementation thereof for each semester, including summers, in conjunction with the appropriate departmental committees.

- (iii) Reviewing the up-dating of current course syllabi, textbooks and other instructional material in conjunction with the appropriate departmental committees.
- (iv) Effectuating faculty policies on admissions and academic standing.
- (v) Implementing the advisement procedures in a department.

c. Additional Duties

- (i) Preparing the departmental budget in conjunction with the Departmental Personnel and Budget Committee and requesting supplies needed by the department.
- (ii) Administering the final departmental budget.
- (iii) Preparing material for the Bulletin.
- (iv) Preparing the departmental Annual Report.
- (v) Maintaining departmental records.
- (vi) Channeling the use of the physical facilities and special departmental equipment.
- (vii) Reviewing all grant proposals made by the departmental faculty and, where appropriate, students.

§9.4 a. A Chairman may be subject to recall during the academic year after one semester in office if written charges are signed (i) by at least thirty per cent (30%) of the members of the department eligible to vote pursuant to Article XII of the Statutes, or (ii) by the Dean. Where charges are brought by the department, in departments of six or fewer faculty members, at least two (2) signatures shall be necessary to bring charges; the next highest integer shall be used in reference to fractions. The foregoing provision for the recall of a Chairman may not be invoked more than once in any semester.

Charges may be brought on the following grounds:

- (1) Incompetent or inefficient service as a Departmental Chairman.
- (2) Demonstrated neglect or unwillingness to perform the duties of Departmental Chairman in accordance with the established policies and procedures of the University and those responsibilities set forth herein.
- (3) Conduct inconsistent with accepted professional standards normally associated with the position of Departmental Chairman.

b. In the event the charges are made by members of the department, the charges shall be presented to the Dean. In the event

the charges are made by the Dean, the charges shall be presented to the appropriate Academic Vice President. In the event the charges are made by the Academic Vice President, Staten Island (qua Dean) the charges shall be presented to the Academic Vice President, Jamaica.

c. The Dean or the Academic Vice President, as the case may be, shall, within ten (10) school days, discuss the matter with the Chairman concerned in personal conference. Within ten (10) school days thereafter the Dean or the Academic Vice President, as the case may be, shall discuss the matter with the petitioning faculty members or their designees, or the Dean, as the case may be. If a mutually satisfactory adjustment does not result from these conferences, the Dean or the Academic Vice President, as the case may be, shall, within ten (10) school days, convene a special meeting of the department for the purpose of discussing and resolving the matter. Notice of this special meeting shall be accompanied by the written charges and shall be addressed to the home of the faculty members eligible to vote not later than five (5) school days prior to the meeting. The voting at the meeting shall be by secret ballot but in no event shall the Chairman involved be entitled to vote on the matter.

d. In the event the department, by a majority vote, recalls the Chairman, it shall, at the same time, send to the President of the University its recommendation for a successor in accordance with the Statutes. Immediately after the departmental meeting, the President shall designate an Acting Chairman from the nominees for successor Chairman submitted by the Department. The President shall concurrently submit to the Board of Trustees the department's recommendation for recall together with his recommendation, in accordance with the Statutes, for a successor Chairman to complete the unexpired term of office.

§9.5 Nothing in the foregoing sections shall be deemed to affect the faculty status of any Departmental Chairman whose appointment has been so terminated nor shall such termination be subject to the grievance-arbitration procedures herein. However, any claim of arbitrary, unreasonable or discriminatory actions in regard to the procedures for removal of a Chairman shall be subject to the grievance-arbitration procedures herein. Furthermore, the provisions of Article 35 et seq. of the Statutes shall continue to apply.

## ARTICLE X

### TEACHING LOAD AND SCHEDULING OF COURSES

§10.1 Excluding St. Vincent's College, the maximum teaching load per semester is twelve semester hours of credit or its equivalent on the undergraduate level, or nine semester hours of credit or its equivalent on the graduate level. The maximum teaching load per semester in St. Vincent's College is fifteen semester hours of credit or its equivalent. A faculty member assigned a combination of graduate and undergraduate teaching shall not exceed the equivalent of twelve undergraduate semester hours of credit, in which case three graduate semester hours of credit are considered equivalent to four undergraduate semester hours of credit.



§10.2 After following the procedures set forth in section 10.6, the teaching load during any semester may, by mutual agreement between the faculty member and the Departmental Chairman, and with the approval of the Dean, exceed the maximum teaching load per semester as stated above. In the event the Dean rejects any such mutual agreement, he shall state his reasons therefor in writing and in the absence of any further recommendation by the Chairman, the decision of the Dean shall be determining. Any semester hour of credit in excess of the maximum load per semester shall be compensated on the basis of 1/36th of the faculty member's contract salary for the then current academic year.

Such excess shall not exceed by more than one course the established maximum teaching load per semester.

§10.3 Present practices with regard to science laboratory courses shall be followed except as those practices may hereafter be modified by a Memorandum of Understanding.

§10.4 Statement on Faculty Responsibilities

a. As a faculty member of St. John's University, the professor is aware of its Objectives as promulgated by the Board of Trustees and recognizes his responsibility to adhere to them while he is a faculty member.

b. As a faculty member, the professor seeks above all to be an effective teacher and scholar. To this end, he devotes his energies to developing, improving, and demonstrating his scholarly competence.

c. He recognizes that effective teaching requires continued research as well as continued improvement of pedagogical methods. Accordingly, he gives particular attention to those methodologies and procedures involved in classroom presentation and student evaluation.

d. He recognizes that he has responsibilities other than teaching and research. He attends all appropriate meetings and actively participates in departmental, college and university committees of which he is a member. He, along with his colleagues, continually evaluates and, when appropriate, updates courses and programs to maintain their quality, relevance and viability.

e. He is expected as a matter of course to discharge his responsibility for student advisement in a conscientious and serious manner.

§10.5 The normal office-hour responsibility of a faculty member in a college other than St. Vincent's College shall be two posted office hours per week per semester. In St. Vincent's College the normal office-hour responsibility of a faculty member shall be four posted office-hours per week per semester. Office hours shall be scheduled by the faculty member in consultation with the Departmental Chairman.

§10.6 a. After consultation between the Departmental Chairman and the Educational Policy Committee of his department, the schedule of proposed course offerings, specific course titles, the number of courses or course offerings to be offered each semester, their time

and campus location, shall be developed by the Departmental Chairman in conjunction with the Departmental Educational Policy Committee, where practicable, and thereafter discussed between the Departmental Chairman and the Dean. The Departmental Chairman and the Departmental Educational Policy Committee shall be furnished with such data by the Registrar as is available and relevant. At the time of such discussion, the Chairman shall verify in writing that he has consulted with the Departmental Educational Policy Committee with regard to his recommendations or shall state in writing the reasons why it was impracticable for him to do so. In the event the Dean rejects any such original recommendation, he shall state the reasons therefor in writing and the Departmental Chairman, in conjunction with the Departmental Educational Policy Committee, where practicable, shall submit further recommendations to the Dean. Any reasonable change by the Dean shall be determining. In those departments in which there is no Educational Policy Committee, the Chairman shall consult with one of the alternate bodies referred to in section 20.2 of the Statutes.

b. After discussion between the faculty member and his Departmental Chairman, the assignment of courses, their time and campus location, shall be made by the Departmental Chairman in conjunction with the Departmental Personnel and Budget Committee, where practicable, and thereafter discussed between the Chairman and the Dean. At the time of such discussion, the Chairman shall verify in writing that he has consulted with the Departmental Personnel and Budget Committee with regard to the recommendations or shall state in writing the reasons why it was impracticable for him to do so. In the event the Dean rejects any such original recommendation, he shall state his reasons therefor in writing and the Departmental Chairman, in conjunction with the Departmental Personnel and Budget Committee, where practicable, shall submit further recommendations to the Dean. Any reasonable change by the Dean shall be determining.

§10.7 Changes in a faculty member's program may be made in accordance with section 10.6 (b) if emergencies arise. Whenever the necessary changes due to emergencies are made, every effort shall be made to consult with the affected faculty member in the interest of arriving at the best solution for all concerned. In the event of such emergency, the Chairman of the department, if he is available, or the Dean, if the Chairman is not available, shall make every reasonable effort to communicate (including communication by mail or telephone) with the members of the Departmental Personnel and Budget Committee in order to ascertain their individual and collective views. Any reasonable change by the Dean shall be determining.

§10.8 The following past practices in connection with the class size in the following courses shall be adhered to:

|   |                               |
|---|-------------------------------|
| Speech .....                                    | 20 students per class section |
| English Composition .....                       | 25 students per class section |
| Modern Foreign<br>Languages 1,2,3,4 and 5 ..... | 25 students per class section |

Any increase in students per class section in the courses referred to above must be with the permission of the Chairman of the department.

ARTICLE XI  
PROFESSIONAL LIBRARIANS  
AND  
CLINICAL PHARMACY FACULTY

§11.1 The standard work week for professional librarians shall be five days and the standard work year shall be eleven months. Any professional librarian who works either in excess of the five day work week or on official University holidays shall receive compensatory time off. Such compensatory time off shall be determined by mutual agreement by the Director of the Libraries and the librarian involved and shall be taken within three weeks of the time such services were performed.

§11.2 a. The standard work week for clinical faculty in the College of Pharmacy and Allied Health Professions shall be five days and the standard work year shall be eleven months. It is expected that the major portion of this time will be spent by the clinical faculty member in the hospital to which he is assigned and, therefore, the clinical faculty member will be expected, in addition to his teaching duties at the University, to accommodate his schedule of days and hours with those designated by the hospital to which he is assigned.

b. The criteria for appointment and promotion of clinical faculty members in the College of Pharmacy and Allied Health Professions shall be established, as soon as practicable, by and in accordance with the procedures set forth in the Statutes.

ARTICLE XII  
INSTRUCTIONAL PREPARATIONS

§12.1 The number of instructional preparations for different courses each semester shall not exceed three except that, with the permission of the faculty member, the number may be four in any particular semester, provided that there shall not be more than a total of six instructional preparations in any two successive semesters. For compelling reasons only, subject to the permission of the faculty member and agreement with the AAUP-FA, this maximum may be exceeded.

§12.2 All instructional preparations for different sections of the same course during a semester shall be deemed a single instructional preparation.

ARTICLE XIII  
AID FOR ST. VINCENT'S COLLEGE

In St. Vincent's College, a faculty member with a total student load of over 225 may request from the Dean of that college,

assistance for grading. Any denial of such assistance shall be made in writing, stating the reasons for such refusal.

#### ARTICLE XIV

##### REDUCED TEACHING LOAD FOR MEMBERS OF THE AAUP-FA GRIEVANCE COMMITTEE AND BARGAINING COMMITTEE

§14.1 The Administration shall grant to each of the six members of the faculty designated by the AAUP-FA as the members of the AAUP-FA Grievance Committee, a teaching reduction of one three semester hour course per semester.

§14.2 The Administration shall grant, during the last semester of this Agreement, to each of the six faculty members designated by the AAUP-FA as the members of the AAUP-FA Bargaining Committee, a teaching reduction of one three semester hour course. If a faculty member serves on both the Grievance and Bargaining Committee during said last semester of this Agreement, he shall be entitled to a teaching reduction of two three semester hour courses for that semester.

§14.3 No such teaching reduction shall be deemed to change the status of a full-time faculty member.

§14.4 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 Dean of the college to which the faculty members are assigned at least six weeks prior to the commencement of the semester for which the teaching reduction is requested.

#### ARTICLE XV

##### ADJUNCT FACULTY

§15.1 Adjunct faculty in any college of the University, other than St. Vincent's College and the undergraduate college at Staten Island, shall not comprise more than forty per cent (40%) of the teaching faculty of such college. Adjunct faculty at St. Vincent's College and the undergraduate college at Staten Island shall not comprise more than fifty per cent (50%) of the teaching faculty of each of those colleges.

§15.2 In appointing adjunct faculty, the Departmental Personnel and Budget Committee will ordinarily take into consideration previously employed faculty, in the order of their length of service at St. John's University and subject to a yearly review of 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 regular adjunct faculty member for full-time employment.

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§15.3 No adjunct faculty member shall teach more than two courses at the University per semester.

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

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|-------------------------------------|---|
| Section 4.1                         | Article XVIII                           |
| Article V [except §5.2 and §5.5(a)] | Article XX                              |
| Article VII                         | Article XXI [except §21.1(a)]           |
| Article VIII                        | Article XXV [except §25.2 and §25.4(b)] |
| Article IX                          |   |
| Article X [except §10.4 and §10.8]  | Article XXVI                            |
| Article XI                          | Article XXVII                           |
| Article XII                         | Article XXVIII                          |
| Article XIII                        | Article XXIX                            |
| Article XIV                         | Article XXX                             |
| Article XVI                         | Article XXXI                            |
|                                     | Article XXXII                           |

#### ARTICLE XVI

##### ACADEMIC CALENDAR

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§16.1 There shall be established 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. 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 chairman 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 for the succeeding academic year not later than October 31.

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§16.2 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.

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#### ARTICLE XVII

##### COMMENCEMENT AND CONVOCATIONS

Attendance of faculty members at Commencement exercises, convocations and other similar University sponsored functions is voluntary.

## ARTICLE XVIII

### INTER-CAMPUS TRAVEL

Faculty members are not required to teach on more than one campus or any extension of the University, other than a hospital or other medical facility, on the same day.

## ARTICLE XIX

### PERSONNEL FILES

§19.1 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 appropriate Academic Vice President 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 members. All official records which may have been maintained by the Administration or the department shall, as soon as possible, be surrendered to the appropriate Dean and maintained by him. It shall be the only category of files which shall be available to the 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:

- (i) Information relating to the faculty member's academic and professional accomplishments submitted by the faculty member or placed in his file at his request.
- (ii) Memoranda of discussion between the faculty member and the Departmental Chairman or administrators relating to evaluations of his professional performance. Copies of such memoranda shall be sent to the faculty member involved.
- (iii) Personnel information other than that referred to in paragraph (a) above. With regard to such information, reasonable notice shall be given to the faculty member that such material has been placed in his file.

§19.2 The personnel file described in section 19.1 (b) above, 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 him.

## ARTICLE XX

### REDUCTION OR ELIMINATION OF PROGRAMS

The Administration may abolish programs and reduce the size of the faculty in a particular program, provided that (a) it consults with the faculty in accordance with the 1966 Statement on Government of Colleges and Universities and (b) it follows the provisions of Article XXI hereof.

## ARTICLE XXI

### RETENTION OF EMPLOYMENT

§21.1 In the event of a bona fide need to reduce the size of the faculty because of financial exigency, or to eliminate or curtail programs, reduction of the faculty shall be on the following basis:

a. Reduction shall first take place among adjunct faculty members, then superannuated faculty members, then non-tenured faculty members in the department affected. The controlling factors in these reductions shall be on the basis of worth to the department and to the University, and the procedure to determine such worth shall be in accordance with the procedures set forth in Article VII [Tenure and Promotion].

b. Reduction shall then take place among tenured faculty members in the department affected and shall be on the basis of a combination of seniority and worth to the department, and to the University. The procedure to determine retention or reduction shall be in accordance with the procedures set forth in Article VII [Tenure and Promotion].

c. Prior to the termination of employment of any tenured faculty member, an effort shall be made to place said faculty member first in another department of the college of which he is a member and then in another college of the University (other than the School of Law) provided that said faculty member can be assigned courses which he 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 other college shall be terminated as a result thereof.

d. The method of implementing the relocation of a tenured faculty member under this section shall be as follows:

(1) Within the times provided for in section 21.9, the Administration shall give termination notice to the faculty member involved and inquire whether such faculty member desires the Administration to exercise its best efforts to relocate him.

(2) Within seven days after receipt of such notice of termination, the faculty member shall reply to the appropriate Academic Vice President setting forth his educational background and stating where he feels qualified to teach and can make a worthwhile contribution within the University.

(3) Within seven days after receipt of the faculty member's reply, the appropriate Academic Vice President shall transmit the request to the Dean of the college to which the faculty member requests that he be assigned.

(4) Within two 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 department where retention 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 weeks after its initial meeting. At the hearing a representative of the subject department, who shall ordinarily be the Chairman 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 retention is sought, he shall not vote on the retention. If the majority of the incoming department supports the faculty member's qualifications and the College Personnel Committee, by a majority vote, approves his retention, 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 retention, the matter shall be submitted to the University Personnel Committee.

(5) If the Personnel Committee of the incoming college, by a majority vote, disapproves retention of the incoming faculty member, the request shall, within two weeks, be submitted to the University Personnel Committee for review and decision. If the retention 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 retention of the faculty member, the issue of retention shall be submitted, within two weeks, to the President for transmittal to the Board of Trustees for final review and action.

§21.2 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.

§21.3 Seniority of a faculty member is based on the date he commenced continuous full-time employment in his department at the University. Faculty members who were employed by the University



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prior to the creation of transverse departments shall have their seniority measured on a university-wide basis. Seniority acquired during academic appointment shall remain in effect and continue during any period of time such faculty member, while retaining his faculty status, assumes an administrative position at the University and be credited in full if he 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.

§21.4 Any faculty member who has been relocated prior to this Agreement to teach full-time at the undergraduate college at Staten Island shall retain his seniority as if no relocation had occurred. The seniority rights of any faculty member who relocates to the undergraduate college at Staten Island on or after the effective date of this Agreement shall be governed by the terms of a Memorandum of Understanding to be agreed upon between the parties.

§21.5 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 his seniority.

§21.6 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 his seniority from the date of reemployment.

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

§21.8 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 so measured and applied.

§21.9 Written notice of termination of employment for the reasons set forth in section 21.1 shall be given to non-tenured faculty members in accordance with the standards of notice for non-reappointment set forth in Article 30 of the Statutes. Tenured faculty members shall receive no less than twelve months' written notice. At the option of the Administration, contract salary may be paid in lieu of such notice.

## ARTICLE XXII

### USE OF UNIVERSITY FACILITIES

§22.1 Duly authorized representatives of the 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 he should be performing teaching or other normally assigned University duties.

§22.2 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 Administration. The AAUP-FA shall be permitted reasonable use of intra-University mail for communication to faculty.

§22.3 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.

## ARTICLE XXIII

### SECRETARIAL SERVICES

Secretarial services in a department shall be available to faculty members in that department for University business. All requests for such services shall be processed through the Departmental Chairman who shall determine priorities.

## ARTICLE XXIV

### ANCILLARY SERVICES

There shall be established a joint committee consisting of equal representation from the Administration, the St. John's Chapter of the American Association of University Professors, and the Faculty Association at St. John's University, whose task it will be to investigate the problems of faculty parking and dining facilities and suggest to the President of the University, or his designee, ways of correcting existing deficiencies.

ARTICLE XXV

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§25.1      Full-Time Faculty

a. For the 1972-1973 academic year, all full-time faculty members shall receive a contract salary equal to their 1971-1972 contract salary plus 5.8% of said salary.

b. For the 1973-1974 academic year, all full-time faculty members shall receive a contract salary equal to their 1972-1973 contract salary plus a 5.8% increase of their 1971-1972 contract salary.

c. The current salary of any faculty member initially appointed for or during the 1972-1973 academic year shall be deemed to include the 5.8% increase referred to in section 25.1 (a). The provisions of section 25.1 (b) shall apply to such faculty member.

d. The initial salary of any faculty member initially appointed for or during the 1973-1974 academic year shall be deemed to include the increase referred to in section 25.1 (b).

e. The initial salary of any professional librarian and of any clinical pharmacy faculty member whose initial appointment commenced on or after May 31 shall be deemed to include any increase relating to the academic year immediately succeeding such initial appointment.

§25.2      Adjunct Faculty

a. For the 1972-1973 academic year, continuing adjunct faculty members shall receive a contract salary equal to their 1971-1972 contract salary plus 2% of said salary.

b. For the 1973-1974 academic year, continuing adjunct faculty members shall receive a contract salary equal to their 1972-1973 contract salary plus 2% of their 1971-1972 contract salary.

c. The current salary of any adjunct faculty member initially appointed for or during the 1972-1973 academic year shall be deemed to include the 2% increase referred to in section 25.2 (a). The provisions of section 25.2 (b) shall apply to such faculty member.

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d. The initial salary of any adjunct faculty member initially appointed for or during the 1973-1974 academic year shall be deemed to include the 2% increase referred to in section 25.2 (b).

§25.3      Promotional Increments

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

|  |       |
|--|-------|
| Promotion to Full Professor .....      | \$750 |
| Promotion to Associate Professor ..... | \$600 |
| Promotion to Assistant Professor ..... | \$500 |

§25.4      Summer Session Compensation

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

b. Any other faculty member who teaches during the summer sessions shall be compensated for each credit so taught in accordance with the following schedule:

|                                   |          |
|-----------------------------------|----------|
| Adjunct Professor .....           | \$330.00 |
| Adjunct Associate Professor ..... | \$286.50 |
| Adjunct Assistant Professor ..... | \$234.00 |
| Adjunct Instructor .....          | \$195.00 |

§25.5      Adjustment Fund

a. For the 1972-1973 academic year, all full-time faculty members who receive an increase pursuant to section 25.1 (a) shall receive a contract salary equal to their 1971-1972 contract salary plus 5.8% of said salary, or \$650, whichever is greater.

b. For the 1973-1974 academic year, all full-time faculty members who receive an increase pursuant to section 25.1 (b) shall receive a contract salary equal to their 1972-1973 contract salary plus 5.8% of their 1971-1972 contract salary, or \$600, whichever is greater.

§25.6      Merit Fund

For the 1973-1974 academic year, the parties have allocated \$10,000, less appropriate deductions, for merit increments to be distributed in accordance with a program of awards to be agreed upon by the parties as soon as practicable after the execution of this Agreement. Such program, among other things, shall provide that a special selection committee will be empowered to grant up to twelve (12) teaching and eight (8) research awards consisting of a \$500 increment for each award so granted. Among the limitations placed upon this committee are:

- (i) At least one award must be made in each school represented in the unit.
- (ii) No individual from the selection committee or the unit's bargaining team since May 18, 1972 may be considered for such an award.
- (iii) No member of the unit can be granted an award in both categories, although he may apply for both.

§25.7      Chairmen's Compensation

The formula for chairmen's compensation approved by the University Senate in November 1966, and adopted by the Board of

Trustees in February 1967, shall be continued except that chairmen shall be compensated on the basis of \$350 per year for each hour of reduced teaching load as defined in that formula. To illustrate, if, pursuant to that formula, a chairman's responsibility entitles him to a reduced teaching load of three (3) hours in each of the Fall and Spring semesters, his financial compensation will be a total of \$1,050 for the entire year.

§25.8 Compensation for Substitute Teaching

a. A faculty member who voluntarily substitutes for a colleague shall be compensated for such additional teaching after two weeks. The substituting faculty member shall be compensated for each additional credit so taught on the basis of 1/36th of his then prevailing contract salary, pro-rated for the period, after the initial two week period, during which he performs such voluntary substitute teaching.

b. When a faculty member assumes the responsibility outlined in section 25.8 (a) above, that substitute teaching shall be exempt from the limitations set forth in section 10.2 and section 12.1.

ARTICLE XXVI

FRINGE BENEFITS

§26.1 The University shall provide to full-time faculty members a TIAA/CREF Retirement Annuity plan, major medical insurance, group life insurance, Blue Cross/Blue Shield, disability insurance and travel insurance, the major provisions of which are outlined generally below. The faculty member, when entitled to the foregoing benefits, shall submit the appropriate applications to secure these benefits.

§26.2 TIAA/CREF Retirement Annuity Plan

Commencing with the September after the first year of service at the University, faculty members between 30 and 60 years of age are eligible to join the TIAA/CREF Retirement Annuity Plan. If the faculty member contributes five per cent (5%) of his contract salary, the University shall contribute an amount equal to ten per cent (10%) of the faculty member's contract salary.

§26.3 Major Medical Insurance

The University provides major medical insurance to the limit of \$50,000, on a non-contributory basis after one month of employment.

§26.4 Group Life Insurance

After one month of employment, the University provides insurance, on a non-contributory basis, in an amount equal to the faculty member's contract salary or \$15,000, whichever is greater.

§26.5      Blue Cross/Blue Shield

The University provides a Blue Cross/Blue Shield group contract to the faculty member. The cost of family coverage, over and above the individual cost, must be borne by the insured.

§26.6      Disability Insurance

The University provides a total disability plan on a non-contributory basis. The plan becomes effective one year from the date of employment.

§26.7      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 in travel status.

§26.8      Supplementary Pension

In order to provide a more equitable retirement benefit to faculty members who have heretofore contributed to the available retirement plans at the University and who have a minimum of twenty years of service at the University, a supplementary pension is provided based on one per cent (1%) of the average contract salary for the last five years, times the number of years of service, and reduced by the amount of the regular TIAA/CREF or Phoenix Pension Plan annuity or both, if applicable.

§26.9      Tuition Waiver

The present practices with regard to remission of tuition in undergraduate courses for dependent sons and daughters, as defined by the Internal Revenue Code, of full-time faculty members and faculty members who die or are disabled after completing ten years of continuous service at the University, shall apply to the spouse of such faculty members. Said practices shall also apply to the spouse and/or such dependent sons and daughters of full-time faculty members who retire after completing fifteen years of continuous service at the University.

§26.10     Life Insurance for Retirees

During the last academic year prior to his retirement, a faculty member may apply for continuance, after retirement, of his group life insurance benefits in the amount of \$5,000. The University will continue such faculty member on the group life insurance rolls to the extent of \$5,000 provided that the faculty member pays the full year's premium in advance. Unless the initial premium and future annual premiums are paid in advance, the faculty member shall not be entitled to any such insurance coverage.

ARTICLE XXVII

RESEARCH LEAVES

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§27.1 It is University policy to grant research leaves from instructional and other teacher-related activities when such leaves will result in: (i) the scholarly enrichment and increased professional competence of the faculty member; (ii) his increased value to the University; (iii) the enhancement of the University's reputation in the academic community.

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§27.2 A faculty member is eligible to request a research leave when he has completed six full sequential years of instructional service in a given college. One research leave does not preclude a second or third if the time requirement is satisfied. Summer teaching shall not be counted toward the time required to be eligible for a research leave. Hence, twelve continuous semesters of teaching represent the minimum time requirement.

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§27.3 The intent of this policy is to grant such leaves not to make them difficult to obtain. Accordingly, the department and the college will make every reasonable effort to accommodate a qualified faculty member's justified request. In specific instances, it will be the responsibility of the Chairman of a given department (after consultation with the Departmental Personnel and Budget Committee) and the Dean of the appropriate college to determine what adjustments can be made to facilitate, when possible, the granting of such leaves.

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

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§27.5 Since the requirement of six academic years of continuous service, not including summer sessions, represents a minimum, it is not expected that every faculty member will be granted a leave automatically upon completion of this time requirement. It is the duty of the Departmental Personnel and Budget Committee and the Dean to determine how many personnel in a given department may be on leave simultaneously.

§27.6 Criteria To Be Met

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a. It is the intent of this policy that research leaves be devoted to 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; nor will it be granted for mere travel for purely personal reasons.

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b. A faculty member requesting a research leave must file with the appropriate Chairman, 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: (1) the objectives of the leave; (2) the activities to be undertaken; (3) the values to be derived not only for the individual but also for the college and/or the University. This statement must be filed two full semesters before the commencement of the leave.

Thus, a faculty member desiring to begin his leave of a Fall semester must file his petition during the first month of the preceding Fall semester.

c. The Chairman will forward a recommendation of the Departmental Personnel and Budget Committee to the Dean of the college by the end of the semester in which the original request was submitted. The final recommendation is subject to the approval of the Dean and the appropriate Academic Vice President.

d. At the completion of the research leave, the faculty member will submit a complete and accurate report on the results that were achieved. Copies of this report will be forwarded to the Departmental Personnel and Budget Committee and the Dean within three months after the faculty member again resumes his teaching assignments. A copy of this report will be placed in the faculty member's official file.

e. The faculty member obligates himself to remain in the employ of the University for a minimum of one year after the completion of his research leave.

f. A faculty member on research 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.

g. During the period of the research leave, the regular, normal deductions, including those for fringe benefits, from the faculty member's salary shall continue.

#### ARTICLE XXVIII

##### SABBATICAL LEAVES

§28.1 During the 1973-1974 academic year each full-time faculty member who has completed twelve years of continuous service at the University may be eligible to make application for a sabbatical leave.\* One such leave shall not preclude the faculty member from applying for a subsequent sabbatical leave but his seniority, for the purposes of this section, will start anew from the date he returns from his prior sabbatical leave.

§28.2 The application for a sabbatical leave must be made by the March 1st prior to the academic year in which the sabbatical leave is

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\* It is expected that there shall be insufficient funds to grant any sabbatical leaves during the term of this Agreement. If, however, money in the sabbatical fund is sufficient to grant a sabbatical leave, timely notice shall be given to all faculty members. In that event, a Memorandum of Understanding covering the amount available and the manner of payment and the rights of the applicants shall also be distributed with the notice of availability of the sabbatical leave.



sought and shall first be submitted to the faculty member's Departmental Personnel and Budget Committee. Upon approval, the Departmental Personnel and Budget Committee shall forward all such applications to the College Personnel Committee. Upon receipt of all applications, the College Personnel Committee shall make a list of those faculty members who are applying for a sabbatical leave. Such list shall then be submitted to the University Personnel Committee and its decision shall be transmitted to the President for submission to the Board of Trustees. Except as provided below, all decisions to grant sabbatical leaves shall be based upon the order of seniority of applicants.

§28.3 As used herein, the term sabbatical leave shall mean that the faculty member is entitled to full pay for one semester or one-half pay over two consecutive semesters, at the faculty member's request. On the former option, the faculty member has the right of election as to which semester he shall be on leave. In either case, he shall be paid in equal installments over the time period involved.

§28.4 In no event shall the total number of sabbatical leaves, if any, granted during the term hereof, exceed a total cost to the University of the amount, if any, allocated for such sabbatical leaves by the AAUP-FA and the Administration.

§28.5 The sabbatical leave described herein shall not affect the continuing grant of research leaves as set forth in Article XXVII hereof.

§28.6 When the standard for the granting of a sabbatical leave is met, such leave may be denied solely on the grounds of prior right of other faculty members, specific need of a department during that year, or financial limitations of the University under this Agreement.

§28.7 A faculty member on sabbatical 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.

§28.8 During the period of the sabbatical leave, the regular, normal deductions, including those for fringe benefits, from the faculty member's salary shall continue.

## ARTICLE XXIX

### SICK LEAVES

§29.1 A full-time faculty member who, by reason of sickness or bodily injury, is incapable of performing the regular duties of a faculty member, shall be entitled to a sick leave, with full pay, for a period not to exceed six months. In no event, however, shall the University's payment for sick leave exceed six-twelfths (6/12th) of the faculty member's then prevailing annual contract salary. If said faculty member receives governmental disability benefits and/or workman's compensation benefits during any such period of absence, he shall be paid the difference between the benefits received and the benefits provided above.

§29.2 A faculty member who requests a sick leave is expected to notify or cause the University to be notified, as soon as possible of his illness or bodily injury and the approximate date of expected return to work.

§29.3 a. A faculty member on sick leave for more than two weeks shall, at the request of the Administration, submit a medical certificate setting forth the nature of the illness or bodily injury, the diagnosis and prognosis thereof and the approximate date of expected return to work.

b. 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.

c. 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 Medical Association. 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.

§29.4 a. 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, his 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 his Departmental Personnel and Budget Committee, which decision shall be subject to review in accordance with the procedures set forth in Article VII [Tenure and Promotion].

b. From time to time after any medical examination as set forth above, the University may request the faculty member to submit a further certificate or to submit to a further examination by a physician selected by the Administration and, where appropriate, a panel physician. It is expected that such medical examinations by the University's physician and/or panel physician shall not occur more frequently than at one month intervals.

§29.5 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.

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

§29.7 A faculty member on 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.

§29.8 Seniority shall continue and accrue during any such sick leave.

ARTICLE XXX

DISABILITY LEAVES

§30.1 In the event, by reason of sickness or bodily injury, a faculty member continues to be incapable of performing the regular duties of a faculty member, after the expiration of his sick leave, the faculty member may apply for a disability leave. The disability leave will be granted only if the faculty member qualifies for disability benefits pursuant to the terms and conditions set forth in the Long-Term Disability Plan between the University and the Teacher's Insurance Annuity Association ("TIAA").

§30.2 A faculty member on disability leave shall maintain and accrue seniority for a period of thirty (30) months. At the end of said thirty month period, he shall no longer accrue seniority and his case shall be reviewed by his Departmental Personnel and Budget Committee which committee shall determine whether the disabled faculty member's employment at the University shall be terminated. The recommendation of the Departmental Personnel and Budget Committee shall be subject to review in accordance with the procedures set forth in Article VII [Tenure and Promotion]. In the event it is determined that the faculty member maintains his seniority and the faculty member continues to be disabled, his case shall be subject to an annual review in accordance with the foregoing procedure.

§30.3 For the purposes of section 26.8 [Supplementary Pension] the period of disability shall not be considered as continuous service and disability benefits during such period shall not be considered in determining average contract salary.

ARTICLE XXXI

LEAVES OF ABSENCE WITHOUT PAY

§31.1 Professional Leave of Absence

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

b. A faculty member requesting a professional leave of absence must file with the appropriate Chairman, 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 the University. This statement must be filed at least one semester before the commencement of the leave.

c. The Chairman will forward a recommendation of the Departmental 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 of the Departmental 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 appropriate Academic Vice President.

d. The faculty member obligates himself 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 he would have been placed upon had he taught during the period of the leave. In no event, however, shall his annual contract salary be less than his annual contract salary immediately prior to the commencement of the leave.

#### §31.2 Special Leave of Absence

a. A faculty member may be granted, upon his request, a leave of absence without pay for a period of one year because of serious illness of a member of his immediate family or for other good and sufficient cause.

b. A faculty member requesting a special leave of absence must file with the Departmental Chairman, and ultimately with the Dean of the college, a complete and precise statement of the purposes of the leave.

c. The Chairman will forward a recommendation of the Departmental 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 of the Departmental 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 appropriate Academic Vice President.

d. 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 he would have been placed upon had he taught during the period of the leave. In no event, however, shall his annual contract salary be less than his annual contract salary immediately prior to the commencement of the leave.

ARTICLE XXXII

RETIREMENT

§32.1 A faculty member shall retire at the end of the year commencing September 1 and ending the following August 31 in which he attains his 65th birthday\*. It is understood that a faculty member may retire earlier at his option according to the terms and conditions of the existing retirement plan.

§32.2 The eligible retiree may continue teaching on a full-time annual appointment basis or on an adjunct basis under the following conditions:

- a. He is in good health as is indicated by the capability of performance of normal duty.
- b. There is need for his continuing services. His Departmental Personnel and Budget Committee shall make the initial determination of such need.
- c. He submits a written application to his Departmental Personnel and Budget Committee with copy to his Dean at least six months before his retirement would become effective.
- d. His application is passed upon by his Departmental Personnel and Budget Committee. A majority vote shall be controlling at all levels. Whether the majority vote is in the affirmative or negative, the application shall be submitted to the College Personnel Committee.
- e. If the majority vote is affirmative on both levels, the application is transmitted to the President of the University for final action by the Board of Trustees. If the majority vote is negative on both levels, the application is rejected. If there is any combination of an affirmative and a negative vote on these two levels, the application is submitted to the University Personnel Committee for determination. If the application is approved by the University Personnel Committee it shall be transmitted to the President of the University for final action by the Board of Trustees. If disapproved, the action of the University Personnel Committee is determining.
- f. Each year the eligible retiree who desires to continue shall submit a new application to continue teaching.
- g. During such years of full-time continued service, the faculty member involved shall be entitled to the continuation of all fringe benefits, with appropriate deductions.

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\* For the purpose of this contract, the 65th birthday is deemed to be on the date usually celebrated as his birthday.

## ARTICLE XXXIII

### GRIEVANCE-ARBITRATION PROCEDURES

#### §33.1 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.

#### §33.2 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 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 Articles 35-40 of the Statutes;

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

(3) Complaints by a Departmental Chairman on his own behalf exclusively concerning his duties as outlined in Article IX herein;

(4) Complaints relating to the provisions of section 5.5 [Affirmative Action Program] and Article XXXIV [Non-Discrimination].

(5) Complaints relating to the removal of a Departmental Chairman which matters are governed exclusively by section 9.4 of this Agreement;

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

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

§33.3 Step I - Departmental 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 own behalf, or, at his request, a grievance may be presented in his behalf by the AAUP-FA, not later than ten (10) 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 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

(1) When the grievance concerns a matter which is within the authority of the Chairman\* of the department to which the faculty member belongs, it shall first be considered by the Departmental Chairman. The Chairman shall communicate his 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 him. While oral presentation to Departmental Chairmen and informal settlement of grievances are encouraged, the Departmental Chairman may request, in writing, that a written grievance be presented to him. 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 Chairman's decision shall likewise be in writing.

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

#### 4. Formal Presentation

(1) 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 Departmental Chairman) it shall first be presented to the Dean. The Dean shall communicate his 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 Departmental Chairman may be taken to the

\* The parties have entered into a Memorandum of Understanding which provides that the inclusion of Departmental Chairmen as part of the grievance procedure is without prejudice to the position of the AAUP-FA that Departmental Chairmen are "employees" within the meaning of the National Labor Relations Act, as amended.

the Dean of the appropriate college within seven (7) school days after the decision of the Departmental Chairman. 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 his written decision to all persons concerned as promptly as possible but not later than seven (7) school days after the appeal.

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 ten (10) 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 his 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.

§33.4 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 a Dean which 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 his 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 his 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.



§33.5 Step III - Arbitration - By The Administration  
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 Administration 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 his decision strictly to the application and interpretation of the provisions of this Agreement and he 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 Statutes or practices of the Administration; this limitation, however, shall not prohibit the arbitrator from upholding the terms of this Agreement if the same conflicts with any such Statutes or practices of the Administration.

f. Whenever there is a claim of a violation of Article XXXV [No Strike/No Lock-Out Clause] 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 telegram, a list of five 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.

§33.6      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.

b.    The filing or pendency of any grievance under the provisions of this Article shall not prevent the Administration 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 and 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.

ARTICLE XXXIV

NON-DISCRIMINATION

Nothing contained in this 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 or marital status.

ARTICLE XXXV

NO STRIKE - NO LOCK-OUT

§35.1      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 section, 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.

§35.2 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 section, 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.

#### ARTICLE XXXVI

##### SEPARABILITY

In the event 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.

#### ARTICLE XXXVII

##### SUCCESSOR CLAUSE

§37.1 During the term of this Agreement, the terms and conditions of this Agreement, including but not limited to the provisions of Article XX [Reduction or Elimination of Programs] and Article XXI [Retention of Employment] shall be binding on the successors, assigns, transferees, etc. of the University.

§37.2 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 Administration as though no such merger or consolidation had taken place.

ARTICLE XXXVIII

DURATION OF AGREEMENT

§38.1 This Agreement shall be in effect for a period from June 6, 1972 to and including the day following the June 1974 commencement at the University and shall remain in effect from year to year thereafter, unless either party shall give to the other a written notice of intention to terminate or modify this Agreement. Such notice shall be given at least sixty (60) days prior to the day following the June 1974 commencement at the University, or sixty (60) days prior to the end of any yearly extension period. Whenever such notice is given by either party of proposed change, the nature of any proposed change desired must be stated in the notice and the parties will promptly enter into negotiations.

§38.2 In the event either party serves a written notice of intent to terminate or modify this Agreement as above provided, prior to June 1974, this Agreement shall be deemed to exclude the 1974 Summer Sessions even though such Summer Sessions may, in fact, commence prior to June 1974.

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

ST. JOHN'S UNIVERSITY, NEW YORK

By [JOSEPH T. CAHILL; C.M.]  
Very Rev. Joseph T. Cahill, C.M.  
President

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

By [FREDERICK E. HUEPPE]  
Frederick E. Hueppe, President,  
St. John's Chapter of the  
American Association of  
University Professors

By [FRANCIS J. FLYNN]  
Francis J. Flynn, President,  
Faculty Association at St.  
John's University

APPENDIX A

NEW YORK STATE  
LABOR RELATIONS BOARD

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

O R D E R

AND

CERTIFICATION OF REPRESENTATIVES

C.M.

Upon the following papers herein:

Dates

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Petition filed by Faculty Association  
at St. John's University  
(Case No. SE 43696)  
Petition filed by St. John's Chapter  
of the American Association of  
University Professors  
(Case No. SE 43727)  
Agreement for Consent Election  
Report Upon Secret Ballot  
Report Upon Secret Ballot (Run-off)  
Notice of Hearing to determine the  
validity of certain challenges

December 22, 1969  
  
January 12, 1970  
February 6, 1970  
February 27, 1970  
March 24, 1970  
  
April 10, 1970

nt,

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, be, 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 a 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

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Member

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APPENDIX B

The term "Administration" refers to the Board of Trustees of the University and those administrative officers as defined in section 5.1 of the Statutes.

The term "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 schools of the University: St. John's College, College of Pharmacy and Allied Health Professions, College of Business Administration, School of Education, St. Vincent's College, Notre Dame College, and the Graduate School of Arts and Sciences. For the purposes of this Agreement, the term "college" shall not be deemed to include the School of Law.

The term "undergraduate college at Staten Island" shall refer to Notre Dame College of St. John's University.

The term "department" and "division" shall be synonymous and shall refer to the various units of educational instruction which comprise the schools and colleges of the University.

Wherever the term "Departmental Chairman" appears in this Agreement, it shall apply to "Divisional Chairman".

The term "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.

The term "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 appropriate Academic Vice President, as a result of past services to the University, should equitably be considered as a continuing adjunct faculty member.

The term "majority vote" shall be deemed a majority of those present and voting at any meeting at which a quorum is present.

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.

/rrd