

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**THE BOARD OF TRUSTEES OF ADELPHI UNIVERSITY**

**and**

**THE ADELPHI UNIVERSITY CHAPTER,**

**AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS**

**SEPTEMBER 1, 2001 – AUGUST 31, 2004**

**Garden City, New York**

<b>TABLE OF CONTENTS</b>		<b>page</b>
ARTICLE I:	UNIVERSITY-UNION RELATIONSHIP	1
ARTICLE II:	INFORMATION AND DATA	2
ARTICLE III:	NONDISCRIMINATION	3
ARTICLE IV:	CHECK-OFF OF UNION (AAUP) DUES/USE OF FACILITIES	4
ARTICLE V:	GRIEVANCE PROCEDURES & ARBITRATION	5
ARTICLE VI:	NO STRIKES - NO LOCKOUTS	9
ARTICLE VII:	ACADEMIC FREEDOM	9
ARTICLE VIII:	APPOINTMENT/REAPPOINTMENT OF FULL-TIME FACULTY	10
ARTICLE IX:	PART-TIME FACULTY	14
ARTICLE X:	PROFESSIONAL PERFORMANCE EVALUATION	17
ARTICLE XI:	PROMOTION	19
ARTICLE XII:	TENURE	20
ARTICLE XIII:	WORKLOAD	23
ARTICLE XIV:	SALARY AND RELATED COMPENSATION	33
ARTICLE XV:	FRINGE BENEFITS	34
ARTICLE XVI:	SABBATICALS	41
ARTICLE XVII:	ANNUAL LEAVE AND LEAVES OF ABSENCE	41
ARTICLE XVIII:	DISCIPLINARY ACTION	42
ARTICLE XIX:	RETRENCHMENT	43
ARTICLE XX:	FACULTY PERSONNEL FILE	45
ARTICLE XXI:	EMERITUS STATUS	46
ARTICLE XXII:	MISCELLANEOUS	47
ARTICLE XXIII:	DURATION OF AGREEMENT	48
<i>Appendix A:</i>	<i>Faculty Obligation Form</i>	
<i>Appendix B:</i>	<i>Faculty Profile Form</i>	

## ARTICLE I: UNIVERSITY-UNION RELATIONSHIP

### Section 1. Purpose

- a. The purpose of this Agreement is to provide the University and the Union with a clear statement of the procedures by which the members of the faculty and administration interact in the academic enterprise.
- b. The University and the Union agree to maintain the academic character of the University as an institution of higher education.
- c. The parties enter into this Agreement, and the University recognizes the Union as set forth below, to formalize the working terms and conditions of employment for the faculty and the Union's role within the Institution, as a collective bargaining representative under the National Labor Relations Act, as amended.

### Section 2. Recognition

The University recognizes the Union as the exclusive representative of the personnel in the following bargaining unit:

**INCLUDED:** All full-time, regular part-time and adjunct faculty including library faculty, research associates, University Professors, visiting faculty and any other part-time or half time faculty.

**EXCLUDED:** All other employees, administrative personnel, deans, associate deans, assistant deans, assistants to the deans, chairs, unit heads, postdoctoral research fellows, support personnel such as counselors and technicians, the director of continuing education, the director and the associate director of the computing center, the registrar, the research administrator, the director of admissions, the director of intercollegiate athletics, the director and assistant director of libraries, directors of the school of nursing, the director of the children's theater, coaches except those who are engaged in full-time, adjunct, part-time or half-time faculty functions, guest lecturers, field instructors in the school of social work who are paid by outside agencies, graduate teaching and research assistants, the director of the instructional media center, guards, and supervisors within the meaning of the Act.

### Section 3. Reservation of University Rights

- a. Except as specifically provided by a stated term of this Agreement, this Agreement shall not be deemed to impair or limit in any way the authority of the Board of Trustees or the officers of the University to manage and administer the affairs of the University.
- b. The entire Agreement between the parties consists of the terms herein stated, and this Agreement terminates all prior agreements and understandings between the parties.

## **ARTICLE II: INFORMATION AND DATA**

### **Section 1.**

The University, through the Office of the Chief Academic Officer (the Provost), shall make available to the Union, upon its written request and within a reasonable time thereafter, such statistics and financial information related to the collective bargaining unit as are necessary for the implementation of this Agreement. It is understood that this provision shall not be construed to require the University to compile information and statistics in the format and/or medium requested if not already so compiled or readily available.

### **Section 2.**

The University, through the Office of Human Resources, shall provide to the Union the name, rank, salary, department, years in rank, tenure status and complete last known address of each member of the bargaining unit including all adjunct faculty who are teaching in the current academic year. This list shall indicate those faculty who are senior adjunct faculty. Such data shall be made available by October 15 of each year and, additionally, on March 15 for new adjunct faculty and mid-year full-time appointments.

### **Section 3.**

By November 1 and April 1 of each year the University, through the Office of the Chief Academic Officer (the Office of the Provost), shall provide the Union with filled-out workload sheets or their equivalents (including complete address) for each member of the bargaining unit. These workload sheets will be arranged by department, unit, school or library.

### **Section 4.**

At the time a new full-time faculty member is appointed and has signed and returned the original of his/her executed contract to the Office of the Chief Academic Officer, the Office of the Chief Academic Officer will provide a copy of that fully executed contract, which will include the full name and mailing address of the faculty member, to the Union.

### **Section 5.**

The Union shall provide the Office of the Chief Academic Officer and the Associate Vice President for Human Resources, Labor Relations and Public Safety (the Associate Vice President for Human Resources) by September 15th of each year, a list of the names, addresses, and titles of all officers of the Union including members of the Union Steering Committee, and will keep such a list current.

### **Section 6.**

Within fifteen (15) work days after receipt of notice that a faculty member has terminated his/her appointment at Adelphi for any reason whatsoever, including but not limited to, retirement, disability, or death, the Office of the Chief Academic Officer shall provide the Union with the name of such faculty member.

Section 7.

The Office of the Chief Academic Officer shall forward to the Union copies of all termination notices of faculty members at the same time such notices are sent to the faculty member.

Section 8.

The Office of the Chief Academic Officer shall notify the Union of any change in status or title of a faculty member within fifteen (15) workdays after such change is determined.

Section 9.

Within fifteen (15) workdays of its acceptance by the Board of Trustees, the Office of the Chief Academic Officer shall provide the Union with a copy of the annual audited statement.

Section 10.

Within fifteen (15) workdays of any meeting of the Board of Trustees, the University shall provide the Union with a summary statement of all Board actions relating to faculty with regard to decisions on reappointment, promotion, tenure and sabbaticals.

Section 11.

The Associate Vice President for Human Resources shall be responsible for processing grievances which might arise under this Agreement.

Section 12.

By September 1st of each year, the Chief Academic Officer shall designate the individual, if such individual is not already listed in this agreement, who is responsible for complying with each of the requirements to furnish information as provided in this Article or elsewhere in this Agreement. If there is more than one such individual the University shall provide their names and the nature of the information for which they are responsible.

**ARTICLE III: NONDISCRIMINATION**

Section 1.

The parties to this Agreement shall not discriminate against an employee covered by this Agreement in terms and conditions of employment because of sex, race, age, sexual orientation, national origin, religious or political belief, disability, status as a Vietnam Veteran, union activity or refraining from union activity, as defined by applicable local, state and federal law. Nothing herein is meant to protect any employee whose conduct is in violation of the law.

Section 2.

- a. A grievance alleging a violation of this Article shall not be processed under this Agreement on behalf of any employee who files or prosecutes, or permits to be filed or prosecuted on the employee's behalf in any court or governmental agency, a claim,

complaint or suit, complaining of the action grieved, under applicable federal, state, or local law or regulation.

- b. No provision of this Article is intended or shall be construed to deprive an employee of any statutory right.

#### **ARTICLE IV: CHECK-OFF OF UNION (AAUP) DUES AND USE OF FACILITIES**

##### Section 1.

The Union and the Administration agree that any full-time member of the collective bargaining unit must pay such dues and assessments as are from time to time authorized and collected from the membership of the Union. The AAUP will collect signed check-off authorization cards from its dues-paying members, and will submit the originals of all newly signed cards by the 15th of each month to the Office of Human Resources. The University shall deduct dues in amounts certified by the Treasurer of the Union from time to time from the faculty member's paycheck either monthly or annually, at the option of the faculty member, and shall remit the receipts to the Union once each month. A change by a faculty member in the frequency of the deduction of dues shall commence only in the September paycheck.

A member of the collective bargaining unit may request exemption by right of conscience from payment of chapter dues and assessments by filing a written affidavit giving reasons for such objection to any participation in or support of collective bargaining activities on behalf of the Adelphi Chapter of the AAUP. Such affidavit shall be filed with the President of the University and the President of the AAUP and shall thereby exempt the collective bargaining unit member from the dues provisions of this agreement. Any such exempt person shall be required to contribute a sum equal to the dues to any campus use such as scholarships and library, but not to be used to modify salaries. These monies shall be distributed by the Administration.

Adjunct members of the collective bargaining unit are exempt from this clause.

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

A member of the bargaining unit who has authorized deductions may cancel such authorization by submitting to the Office of Human Resources and to the union written notice of cancellation no earlier than thirty (30) days prior to the anniversary date of the authorization, or the anniversary date of this agreement, whichever comes first.

## Section 2.

The Union shall be permitted to use the University's facilities and services, including campus mail, voice mail and e-mail for the transaction of Union business, provided that such utilization does not interrupt normal University operations. The Union shall reimburse the University for all standard service costs.

## Section 3.

The University shall provide the Union with a suitable office on-campus including on-campus telephone service access to a computer port and e-mail.

# **ARTICLE V: GRIEVANCE PROCEDURES & ARBITRATION**

The orderly processes hereinafter set forth shall be the sole method for the resolution of all grievances.

## Section 1. Definition

A grievance is an allegation by a faculty member, or the Union that there has been a misinterpretation, breach, or improper application of any provision of this Agreement.

## Section 2. Procedure

- a. Grievances may be filed by a faculty member or by the Union on his/her behalf or by the Union on its behalf. A grievance must be filed in writing by letter or memorandum but not by electronic mail by a faculty member, or the Union within thirty (30) calendar days from the date of the alleged grievable occurrence. However, if the occurrence of the event being grieved is not immediately known to the Union the time within which to file a grievance shall commence when the Union learns or should have learned of the occurrence by the exercise of due diligence. Except as otherwise provided in the agreement, any grievance not processed in accordance with the time limits specified in this Article shall be deemed waived. The written grievance shall be a short, plain statement of the facts or events which are alleged to have violated the Agreement, and the relief sought. The AAUP shall receive copies of any correspondence between the University and a faculty member pertaining to a grievance involving the faculty member.

### STEP 1:

All written grievances shall be filed with the appropriate Dean.

The Dean or his/her designee shall, within fifteen (15) calendar days of receipt of the grievance, meet with the authorized representative of the Union for the purpose of resolving the grievance. The Dean or his/her designee shall, within fifteen (15) calendar days after completion of the grievance meeting(s), issue a decision to the Union. If the Dean does not respond within these time limits the grievance may be advanced to the next step.

## STEP 2:

If the grievance has not been resolved at Step 1, then, within fifteen (15) calendar days after receipt of the written decision of the Dean or his/her designee, the Union may submit the grievance in writing to the Chief Academic Officer together with a copy of the Step 1 decision. The Chief Academic Officer or his/her designee, shall, within fifteen (15) calendar days of the receipt of the grievance, meet with a representative of the Union for the purpose of hearing the grievance. The Chief Academic Officer or his/her designee shall, within fifteen (15) calendar days after the grievance hearing, issue a decision in writing to the Union. If the Chief Academic Officer does not respond within these time limits the grievance may be advanced to the next step.

Should the Provost not respond in a timely fashion under this procedure, the AAUP may within 90 days, by hand delivery or return receipt mail, advise the University in writing, through the Office of the Provost or his/her designee, of its intention to proceed to arbitration. If the University still does not schedule a meeting or respond in writing to the grievance within ten working days of this written notice by the AAUP, the University shall pay the full cost for the services of the arbitrator.

## STEP 3:

If the grievance has not been settled at Step 2, then, within thirty (30) calendar days after receipt of the Step 2 written decision, the Union may demand arbitration by giving notice to that effect, by certified mail, directed to the American Arbitration Association and by regular mail or hand delivery to the Office of the Chief Academic Officer.

## Elimination of Step 1:

In the event that the grievance involves action taken by the President or Chief Academic Officer or their designees, or effects a group of faculty members in two or more schools, the grievance may be filed in the first instance with the Chief Academic Officer or his designee, who shall process it in the manner set forth in Step 2.

## Arbitration

The selection of the arbitrator and the arbitration procedure shall be conducted in accordance with the rules of the American Arbitration Association, subject to the provisions below:

1. In no event shall the arbitrator have authority to add to, subtract from, modify or amend the provisions of this Agreement.
2. A final decision or award of the arbitrator shall be final and binding upon the Union, the University and the faculty members affected thereby.

The costs of arbitration, excluding advocate fees or unilateral withdrawal or cancellation fees, shall be borne equally by the parties. Expenses for witnesses, however, shall be borne by the party who calls them.

Should the Provost not respond in a timely fashion under this procedure, the AAUP may within 90 days, by hand delivery or return receipt mail, advise the University in writing, through the

Office of the Provost or his/her designee, of its intention to proceed to arbitration. If the University still does not schedule a meeting or respond in writing to the grievance within ten working days of this written notice by the AAUP, the University shall pay the full cost for the services of the arbitrator.

### Section 3. The Grievance Procedure Concerning the Provisions for Peer Review

- a. Grievances concerning violations of Articles VII, VIII, X, XI, XII, XVI, and XXI regarding reappointments, promotions, and tenure shall be filed by the affected faculty member or by the Union directly with the Office of the Chief Academic Officer.

Except in unusual circumstances, a grievance must be filed with the Office of the Chief Academic Officer no later than thirty (30) days from receipt of notice by the Union from the University of the action(s) being grieved. The written grievance shall be a short, plain statement of the facts or events alleged to have violated the Agreement, the section(s) of the agreement alleged to have been violated, and the relief sought.

Upon receipt of a written grievance, the Chief Academic Officer shall discuss the matter with the grievant and the Union and other relevant persons and shall make an effort to resolve the dispute. If no resolution can be reached within three (3) weeks from the Chief Academic Officer's receipt of the written grievance, the Chief Academic Officer shall advise the faculty member and the Union in writing of his/her decision on the matter. After receipt of such notice of non-resolution from the Chief Academic Officer, or after three (3) weeks have passed without such notice and without resolution, the Union may demand arbitration. A copy of any demand for arbitration shall be mailed directly to the Office of the Chief Academic Officer.

The arbitration shall be conducted expeditiously as provided for below, and shall be subject to the following:

1. The arbitrator shall have no authority to add to, subtract from, modify or amend the provisions of this Agreement.
2. The arbitrator shall not substitute his or her own academic judgment for that of any of the bodies or individuals responsible for exercising such judgment in the peer review process. The arbitrator is not empowered to decide any grievance on the basis of his/her own judgment as to whether an individual faculty member merits tenure, promotion, or reappointment. Any review by the arbitrator shall be limited to an assessment of whether there has been compliance with the terms of Articles VII, VIII, X, XI, XII, XVI, and XXI. The arbitrator shall adhere to, and the arbitrator's powers shall be limited by the terms of Articles VII, VIII, X, XI, XII, XVI, and XXI; more specifically, the arbitrator must adhere, and the arbitrator's power shall be limited by provisions in this Agreement which specify that only the Trustees may grant tenure and that the Trustees have the final authority on all decisions as to whether a promotion or reappointment should be granted.
3. Where the arbitrator finds that there has been non-compliance with the terms of one or more of the above cited Articles (VII, VIII, X, XI, XII, XVI, and XXI), the arbitrator shall order only such relief as is necessary to assure that the peer review process is carried out in conformity with the terms of those Articles.

Whenever the arbitrator finds that there has been a violation of the terms of Articles VII, VIII, X, XI, XII, XVI, and XXI in a determination concerning a denial of a tenure application or a denial of a reappointment and orders that such determination be recommitted to the peer review process, the arbitrator may order retention of the affected faculty member, or salary continuance if retention is inappropriate, for such period of time as the arbitrator deems necessary in order that compliance with the terms of the peer review process may be effected. It is understood that such retention or salary continuance made in conformity with this paragraph is not inconsistent with the terms of paragraph 2 above.

4. A final decision or award of the arbitrator shall be final and binding on all affected parties.
5. The costs of arbitration, excluding advocate fees or unilateral withdrawal or cancellation fees, shall be borne equally by the parties. Expenses of witness(es), however, shall be borne by the party who calls the witness(es).

Should the Provost not respond in a timely fashion under this procedure, the AAUP may within 90 days, by hand delivery or return receipt mail, advise the University in writing, through the Office of the Provost or his/her designee, of its intention to proceed to arbitration. If the University still does not schedule a meeting or respond in writing to the grievance within ten working days of this written notice by the AAUP, the University shall pay the full cost for the services of the arbitrator.

This procedure shall constitute the sole and exclusive process by which disputes as to Articles VII, VIII, X, XI, XII, XVI, and XXI are to be resolved.

#### Section 4. General Provisions

Wherever a time limit is provided in this Article, the Parties shall have the right to extend the period by mutual written consent. It is understood that the purpose of the procedure is to resolve grievances quickly, and that extensions shall be sought only for good cause.

1. No request for the postponement of any date, no request for a time extension, and no request for a hearing adjournment shall be made for purposes of delay or to impede the arbitral process; and
2. After a party has obtained one postponement, extension, or adjournment in connection with such an arbitration, no additional postponement or adjournment shall be obtained by the same party except upon a showing of extenuating circumstances, including but not limited to, bona fide scheduling conflicts of the party's representatives, or except upon agreement of the parties.
- b. All periods of time limitations shall be tolled during the period between the end of the Fall Semester and the beginning of the Spring Semester, and between the end of the Spring Semester and the beginning of the following Fall Semester.
- c. No faculty member covered by this Agreement shall have the right to initiate arbitration under the provisions hereof. The right to initiate arbitration in accordance with the provisions of this Article V is limited to the Union. In the event that any claim is made at any time by any faculty member against the University under the provisions of this

Agreement, any agreement or readjustment made by or between the Union and the University with respect to such dispute shall be final and binding upon the faculty member.

Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration.

#### **ARTICLE VI: NO STRIKES - NO LOCKOUTS**

The University shall not engage in any lockout and neither the Union nor any faculty member or members, singly or in concert, shall authorize, condone, or engage in any strike, sympathy strike, slow-down, picketing, cessation of work, or other interference with the business of the University during the life of the Agreement.

It is understood and agreed that, as set forth in this Article, the term "sympathy strike" includes any work stoppage, discontinuance, demonstration on University owned or rented property (including the adjacent sidewalks), or failure to perform any faculty duty, at the assigned time or place, by faculty members covered by this Agreement (whether acting singly or in concert with others) because of picket line, strike, or boycott activity by individuals, employees, or groups not covered by this Agreement and whether or not directed against the University.

#### **ARTICLE VII: ACADEMIC FREEDOM**

The University and the Union subscribe to the following principles of full academic freedom for all members of the University community.

- a. Academic freedom is the right to engage in research, scholarship and other creative work and in the publication of the results, subject to the adequate performance of his/her academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
- b. The faculty member is entitled to freedom in the classroom in teaching and discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter that has no relation to his/her subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of appointment.
- b. The college or university teacher is a citizen, a member of a learned profession, employed in an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and an educator, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not an institutional spokesperson.

## **ARTICLE VIII: APPOINTMENT AND REAPPOINTMENT OF FULL-TIME FACULTY**

### **Section 1. Principle of Peer Review:**

The University subscribes to the principle of peer evaluation, including external review, in order to maintain academic and professional standards of excellence. The responsibility for the evaluation of the credentials, performance and professional activities of all faculty members rests principally with their academic peers.

Full-time members of the faculty shall be covered by the provisions of Articles VII, VIII, X, XI, XII, XVIII, and XXI.

### **Section 2. Minimum Qualifications:**

To be appointed to a probationary faculty position at Adelphi University, the following minimal qualifications by rank shall apply:

**Assistant Professor:** Have earned a terminal degree, usually a doctorate or other acceptable terminal degree and/or be deemed to have acceptable training and experience, as specified in the written criteria developed by the Unit's Peer Review Committee in consultation with the Dean and the Chief Academic Officer.

**Associate Professor:** Hold the appropriate terminal degree, usually a doctorate, or be deemed to have acceptable postgraduate professional training and experience, as specified in the written criteria developed by the Unit, the Dean, and the Chief Academic Officer; have demonstrated ability as a teacher or professional librarian or equivalent level of professional skill; have noteworthy scholarly, artistic, or professional achievements appropriate to the candidate's discipline; demonstrate potential for continued academic and/or professional growth.

**Professor:** Hold the appropriate terminal degree, usually a doctorate, or be deemed to have acceptable postgraduate professional training and experience as specified in the written criteria developed by the Unit, the Dean, and the Chief Academic Officer. Have demonstrated ability as a teacher or professional librarian or equivalent level of professional skill; have noteworthy and substantial scholarly, artistic, or professional achievements appropriate to the candidate's discipline, plus at least one of the following: outstanding accomplishment as a teacher or professional librarian, or exceptional scholarly, artistic, or professional achievements that are valued by the candidate's professional peers.

### **Section 3. Procedures for Initial Appointment:**

Faculty positions shall be filled upon authorization by the President of a search for an appropriate candidate. Such authorization shall be based on the recommendation of a unit and Dean concerning a unit's needs, as well as on the President's determination of institutional needs. Recommendations to the Board of Trustees for appointments to the faculty may be initiated by the faculty through a Unit Peer Review Committee (UPRC) and with the endorsement of the President, or by the President after endorsement of the UPRC committee of the unit(s). The Dean shall forward to the Chief Academic Officer the recommendations of the UPRC, including any priority ranking of candidates, the credentials of the candidate(s) including at least three letters of recommendation solicited by the Dean or Chair from appropriate referees outside of Adelphi University, plus any other evidence of professional or scholarly achievement

that the Chief Academic Officer may request. The Chief Academic Officer, after reviewing the recommendations submitted to him/her in the context of University-wide needs and goals, shall communicate his/her recommendation, along with all other recommendations, to the President. The President's determination shall be communicated, together with the recommendations communicated to him/her, to the Board of Trustees for final decision.

All initial full-time faculty appointments to a unit (department, library or school) shall be made, in writing, by the Chief Academic Officer and approved by the Board prior to the effective date of appointment.

In the event that the Board does not approve of the appointment, and the appointee has already commenced work, the appointee shall have an appointment for the duration of that single semester

However, where the Board does not approve the appointment for cause involving matters such as falsified credential or inaccurate curriculum vitae, the Board shall be under no obligation other than payment for work performed to that point.

#### Section 4. Joint Appointment:

Upon recommendation by the President, Chief Academic Officer, or Dean, a faculty member being recommended for or holding an appointment in one unit of the University may be considered for a secondary appointment in another unit.

1. In cases where an initial appointment to the University is contemplated as a joint appointment, the procedures of Article VIII. Section 3 shall be amplified as follows:
  - a. The Chief Academic Officer or, if the search is for a joint appointment across departments within a School, the Dean shall establish a Search Committee composed of members of the appropriate units.
  - b. In cases where a unit (department or school) has insufficient full-time faculty to be adequately represented on a joint appointment search committee, the Chief Academic Officer and the Faculty Committee on Retention, Tenure and Promotion (FCRTP) shall agree on members of faculty from other units to be named to serve on the Search Committee. The recommendations of such search committees to the appropriate dean(s) shall confirm in writing the nature of the joint appointment being recommended.
  - c. Recommendations of the Search Committee shall be forwarded to the UPRCs of both units for consideration. All joint appointments require the approval of both UPRCs or those chosen to act in their place.
  - d. The names and supporting materials of candidates approved, as described above, shall be forwarded to the appropriate Dean(s).
2. a. In cases where a member of the faculty already holding an appointment in one unit of the University is recommended for a joint appointment with another unit, the UPRC of the second unit shall be consulted and shall make a recommendation to the unit.

- b. In cases where the second unit has an insufficient number of faculty to constitute a UPRC, the Chief Academic Officer and the FC RTP shall agree on the composition of a committee to serve in the role of a UPRC.
- c. A faculty member who already holds an appointment in a unit of the University shall not be recommended for a joint appointment with another unit without the consent of a majority of the faculty in the second unit.
- c. Recommendations for a joint appointment shall be forwarded to the appropriate Dean(s).

Section 5. Term of Appointment:

All full-time faculty appointments, except visiting appointments and appointments due to medical and personal emergencies, shall be for no less than one year.

The period of probationary employment shall be a maximum of 7 (seven) years at Adelphi University and shall commence on the faculty member's first day of work at Adelphi in his/her initial year of a tenure track appointment regardless of the amount of credit for past service toward tenure the faculty member receives, if any.

A faculty member with comparable previous full-time service at another institution, may be granted "credit toward tenure" and the maximum probationary period may be reduced. The credit toward tenure shall be a time agreed to between the appointee and the Chief Academic Officer based, as a minimum, upon the appointee's academic credentials and years of full-time service at another institution(s), shall be included in the initial appointment letter and is subject to approval by the Board of Trustees. Any such reduction in the probationary period shall reduce the length of the probationary period down from seven (7) years, however the first and second years of probationary employment at Adelphi are not affected by the granting of credit toward tenure.

Where reasonably practicable, agreement on the probationary period will be reached in advance of initial employment at Adelphi, and stated in the initial contract. In all cases it will be stated in writing within a year, with a copy sent to the Union.

There shall be no presumption of reappointment during the period of probationary employment. A faculty member may be terminated for academic, programmatic, or institutional reasons.

Section 6. Visiting Ranks:

The full-time "visiting" rank shall designate an appointment of an individual who holds academic rank at another institution of higher education and is on leave-of-absence from that institution; or, an individual who is from outside of higher education who brings to the University special skills or academic credentials, national or international prominence and/or professional achievement; or, an individual who was hired under circumstances which precluded a search having been carried out. Visitors may be appointed to the ranks of assistant, associate or full professors. All appointments to the visiting rank should indicate the rank of the "Visitor".

Appointment to the visiting rank shall be for no more than 2 (two) years with a limit of 4 (four) consecutive years of service and the number of visiting faculty shall be no more than five

percent (5%) of full-time faculty in any one semester. When a visiting faculty member has been appointed under circumstances that preclude a search, such appointment shall be limited to a maximum of two (2) years.

#### Section 7: University Professor

The rank of University Professor is a tenured rank beyond that of Professor. Appointment as a University Professor is made only upon the recommendation of the President to the Board of Trustees and denotes exceptional achievement. To be considered for a University Professorship, an individual must have national or international prominence and a distinguished reputation within his or her field. The Faculty Committee on Retention, Tenure, and Promotion will expeditiously review any candidate for University Professorship and submit their recommendation to the President. At any one time, there shall be a maximum of 5 (five) University Professors at Adelphi University. The University Professors report directly to the President or his designee and receive their work assignments from him or her.

#### Section 8. Conditions of Appointment and Reappointment:

The terms and conditions of every appointment to the faculty shall be stated in writing, and a copy of the appointment document shall be supplied to the faculty member, the chair and to his/her Dean. Reappointment shall not be presumed to be automatic; any subsequent extensions or modifications of an appointment shall be stated in writing, and a copy of the document shall be given to the faculty member, the chair and to his/her Dean.

Decisions to renew or not to renew probationary appointments shall be made by the Chief Academic Officer upon the recommendation of the Dean, or Chair (where applicable), and Unit Peer Review Committee and subject to the approval of the President and the Board. The Unit Peer Review Committee shall review all untenured members of the unit for reappointment following their own procedures as described in their Unit Peer Review Guidelines (see below). Subject to institutional needs and goals, and to the terms of the contract to be considered for renewal or non-renewal, recommendations for reappointment shall be based on merit.

Each department, library and/or School Unit Peer Review Committee, with the approval of its Dean, must submit to the FC RTP and to the Chief Academic Officer for their approval its Unit Peer Review Guidelines. The professional expectations and criteria specified in the Unit Peer Review Guidelines must coincide with the criteria for appointment, reappointment, tenure, promotion, and emeritus status, indicated in Articles VIII, X, XI, XII, XVIII, and XXI, of this Agreement. However, given the differences in various disciplines and professions, it is expected that specific expectations may differ from department to department and school to school.

All faculty members must be apprised of these Guidelines and evaluated according to these Guidelines as well as the requirements and specifications of Articles VII, X, XI, XII, XVIII, XXI of this Agreement.

Section 9. Notice of Reappointment:

Notice of reappointment or non-reappointment shall normally be given in writing in accordance with the following schedule:

CLASSIFICATION	NOTICE TO BE GIVEN BY
In first year of full time probationary employment	six (6) months prior to the terminal date of employment
In second year of full time probationary employment*	eight (8) months prior to the terminal date of employment
In any year of probationary period beyond second year of full time employment*	one (1) year prior to the terminal date of employment

\*The first and second years of probationary employment are not affected by the granting of time towards tenure.

Section 10.

No employee shall be promoted or granted tenure without first being reviewed by the FC RTP.

Section 11 Clinical Faculty

Clinical faculty - are full-time faculty on renewable three (3) year contracts.

There shall be a maximum of the following Clinical full-time faculty:

- 3 positions in the School of Education
- 2 positions in the Derner Institute
- 1 position in the School of Social Work
- 1 position in the School of Nursing

Clinical faculty may teach a total of nine (9) credits per year but their main responsibility is the clinical and administrative supervision of students in the professional schools as indicated above. Tenured and tenure-track faculty cannot be involuntarily underloaded by clinical faculty course assignment.

**ARTICLE IX: ADJUNCT FACULTY**

Section 1. Appointment

The initiation of part-time (adjunct) appointments is the responsibility of the Dean or his/her designee. Such appointments shall be subject to review by the Dean and approval by the Chief Academic Officer prior to appointment.

All part-time teaching appointments shall be for a period of one semester, adjunct library faculty may be appointed for the entire academic year, with no presumption of reappointment.

## Section 2. Types of Regular Adjunct Faculty

- a. "Adjunct" Faculty: one who is employed in either semester or during summer sessions of the current academic year. and who has been employed at least one semester in each of the last two academic years.
- b. "Senior Adjunct": one who has been an adjunct faculty member who has been granted the title Senior Adjunct Faculty. To be eligible for the granting of this title, the adjunct faculty member must have taught or worked as a librarian at least one semester per year at the University for seven (7) consecutive academic years. The individual shall have the right to apply to his/her department, library or school for the title of "Senior Adjunct Faculty." In those programs that have a trimester schedule, an adjunct faculty member must teach in at least two of the trimesters to maintain years of consecutive service.

## Section 3. Senior Adjunct

- a. An adjunct faculty member who requests consideration for appointment as Senior Adjunct shall be evaluated on the basis of criteria and procedures previously established by the department, library or school, approved by the appropriate Dean and the Chief Academic Officer, and disseminated. The Chief Academic Officer may, from time to time, review the procedures and criteria and may require modification of them. A majority vote of the faculty of the department, library or school as well as the approval of the Dean and the Chief Academic Officer will be required for the granting of the title. An adjunct faculty member who does not request such evaluation or who is not granted the title Senior Adjunct Faculty remains an adjunct faculty member.
- b. The full-time faculty members of a department, library or school may propose to the chairperson or appropriate Dean the academic role, if any, and voting rights, if any, for Senior Adjunct Faculty. The absence of a statement of the academic role of Senior Adjunct faculty shall be taken to imply that no special role is associated with this status.
- c. During the life of this agreement, there shall be a limit of forty-eight (48) senior adjunct faculty positions. Full-time faculty who retire during the life of this agreement and who are hired as regular part-time faculty shall be automatically granted senior adjunct faculty status, with corresponding pay and privileges.
- c. The above procedure for attaining the title, and academic role, if any, of Senior Adjunct Faculty shall not apply to University College. The University College Academic Affairs Committee will evaluate adjunct faculty for promotion to Senior Adjunct status in accordance with its criteria. Additionally, the University College Academic Affairs Committee shall have primary responsibility for the development of the academic role, if any, associated with the title of Senior Adjunct Faculty, subject to the approval of the Dean and the Chief Academic Officer.

## Section 4. Workload and Miscellaneous Matters

- a. No adjunct faculty member shall have his/her employment terminated by the University, when his/her most recent course(s) continue to be offered, for reasons other than one or more of the following:

1. lack of merit
2. failure to conform to written policies and practices
3. lack of enrollment
4. where qualified full-time faculty are underloaded
5. where full-time faculty must be substituted for reasons of accreditation or retraining
6. where a full-time or another part-time faculty member must be used to accommodate changes in program or curriculum, or
7. when such course or courses are taught by a full-time faculty member.

No Senior Adjunct Faculty member shall have his/her employment terminated by the University, when his/her most recent course(s) continue to be offered, for reasons other than one or more of those described in 1-6 above.

In the event that a regular adjunct faculty member is not, contrary to a prior expectation, to be permitted to teach a course, the University agrees to notify him/her in as expeditious a fashion as circumstances reasonably permit.

- b. A Senior Adjunct Faculty member shall be offered a teaching load at least equal to the average of that taught over the previous five years (excluding summer sessions), provided courses and/or sections are available, and provided none of the circumstances listed in number 1-7 of Section 4, paragraph a. is present.
- c. All regular Adjunct teaching staff assignments shall be made by the appropriate Dean or his designee, and approved by the Chief Academic Officer.
- d. Regular Adjunct faculty shall be informed in writing, at the time they are made, of any changes in texts, curricula, schedules or other academic matters which affect courses they teach.
- e. The workload for adjunct faculty members in the School of Education who are assigned supervision of student teachers shall be equated on the basis of five (5) students plus a seminar for three (3) credits.
- f. The University will attempt to provide regular Adjunct faculty members with adequate desk space, mailbox, and secretarial services. The University is committed to attempting to increase the availability of such facilities and services. In providing facilities to regular Adjunct faculty, the needs of Senior Adjunct Faculty shall be given the highest priority.
- g. No regular adjunct faculty member shall carry a load greater than eight (8) credits per semester. This limitation shall not apply to University College or any regular part-time faculty member, who, prior to September 1, 1990, had a heavier load.
- h. Regular adjunct faculty shall schedule one (1) office hour per week per course taught. Office hours shall be posted and on file with the department chair.
- i. Each Senior Adjunct Faculty member is encouraged to attend commencements, convocations and faculty meetings.

## **ARTICLE X: CONTINUING REVIEW OF FACULTY FOR PROFESSIONAL DEVELOPMENT**

### Section 1.

The development of the professional activities of the faculty in an institution of higher education is essential to the maintenance of academic and professional standards of excellence. The purpose of professional evaluations is to ensure that the educational goals and missions of the University are accomplished and to encourage the improvement of individual professional performance. An evaluation of professional activities shall be based on the faculty's total professional performance.

### Section 2.

All faculty at Adelphi are reviewed annually by their Deans and, more extensively, every five (5) years after tenure. The purpose of the more extensive review is twofold: to help each faculty member evaluate progress and identify future areas and emphases of performance significant to the faculty member, the department, and the University; second, to assess how the University and the department might better serve the faculty member's needs. The performance review occurs in three (3) stages:

1. Annually, each faculty member submits to the Dean the following:
  - (a) A brief statement of faculty activities for the preceding year, involving teaching/librarianship, scholarship and other professional activities, and service, normally in the form of an updated curriculum vitae.
  - (b) A performance plan for faculty activities for the next year, emphasizing teaching/librarianship, scholarship, service, and professional activity.
  - (c) A summary of the faculty member's views of his/her past and projected performance, including the faculty member's assessment of how well the department and the University have served and stand to serve his/her goals and needs.
  - (d) Appropriately designed student evaluations. These evaluations will be jointly developed.

A representative committee of faculty will be appointed by the Faculty Senate to work with the Provost and the Deans to develop a core university-wide student evaluation. Each school shall also develop a supplemental portion of the student evaluation for its own school through meetings of the Unit Peer Review Committee (U.P.R.C.) and the Dean. Student evaluations will be completed and available by September 1, 2002 and may be reviewed and revised as the parties may chose, in accordance with the same procedure.

2. Every five (5) years each Dean will initiate a peer observation process for each tenured faculty member within his/her school. The Dean and the UPRC will participate in this process with the faculty member.

An evaluation instrument for the assessment of teaching by faculty to be used by peer evaluator (and the dean if necessary) will be jointly developed.

A representative committee of faculty will be appointed by the Faculty Senate to work with the Provost and the Deans to develop a core university-wide faculty evaluation. Each school shall also develop a supplemental portion of the faculty evaluation for its own school through meetings of the Unit Peer Review Committee (U.P.R.C.) and the Dean. Faculty evaluations will be completed and available by September 1, 2002 and may be reviewed and revised as the parties may chose, in accordance with the same procedure.

Peer observations of teaching will use standardized procedures that have evidence of their reliability and validity.

The UPRC, Dean and faculty member to be observed will agree upon a list of tenured faculty members who may perform an observation. The faculty member will then select a faculty member from the list to perform the observation. The observation report and the faculty member's response, if any, shall be forwarded to the UPRC. Normally, the UPRC will simply forward the observation to the Dean. If, however, the peer observation report identifies instructional concerns, the UPRC will forward the report to the Dean with specific recommendations for professional development.

In circumstances where recommendations for improvement are made, the faculty member may request reasonable funding to support the professional development. Such request will not be unreasonably denied.

Where professional development is required, a second peer observation will be performed during the following school year by a second faculty member selected from the original list by the faculty member to be observed. The resulting report, with the faculty member's response, if any, shall be forwarded to the UPRC. The UPRC will forward the report to the Dean with a statement of whether or not the instructional concerns have been corrected.

If the instructional concerns have not been corrected, the Dean may observe the faculty member in order to determine the faculty member's need for additional professional development.

3. Periodically, the Dean will personally review the observation report submitted under item 2 (above) with each faculty member.

Numerous studies have shown that the value of a faculty review system for both the faculty member and the university is a function of how well it is integrated with a professional development program. University resources will be committed to a faculty development program.

The peer evaluation process will begin in the fall semester of 2002 with those faculty members who volunteer plus, if necessary, those who are selected by a lottery arranged by each Dean up to twenty-percent (20%) of the tenured faculty. The lottery will be used thereafter to continue to select twenty-percent 20% of the tenured faculty for each of the following four years. Thereafter the five-year cycle will be repeated.

## ARTICLE XI: PROMOTION

### Section 1. Eligibility:

- a. The responsibility for initiating a nomination for promotion shall normally rest with the faculty member or with the dean.
  1. For promotion to associate professor – at least 7 (seven) years of credited service.
  2. For promotion to full professor – at least 5 (five) years of service with Adelphi University in the rank of associate professor.
- b. The President may recommend to the Board's Academic Affairs Committee that these qualifications be waived.
- c. After three (3) years of full-time service at Adelphi University, a faculty member may apply for promotion to Associate Professor without tenure. The tenure evaluation would be conducted at the usual time (Article XII).

### Section 2. Criteria:

The criteria for promotion to Associate Professor are:

1. possession of the appropriate terminal degree, usually a doctorate, or comparable professional training and experience;
2. demonstrated ability as a teacher or professional librarian or equivalent professional proficiency;
3. noteworthy scholarly; artistic, professional, or clinical achievement appropriate to the candidate's discipline;
4. service to the University;
5. demonstrated potential for continued academic and/or professional growth.

The criteria for promotion to Full Professor are the same as those for Associate Professor (Section 2.1 above). In addition, the candidate must demonstrate:

1. outstanding accomplishment as a teacher or professional librarian with continued noteworthy scholarship and service;
- or
2. sustained and exceptional scholarly, artistic, professional, or clinical achievements as recognized by the candidate's peers with continued noteworthy teaching and service.

The criteria of teaching or librarianship, scholarship and service are all important criteria for promotion, with teaching or librarianship and scholarship being primary consideration.

### Section 3. Procedures:

The responsibility for initiating a recommendation for promotion shall normally rest with the faculty member or with the Dean.

Procedures for review for promotion to the rank of Professor shall be the same as those used in reviews for appointment with tenure set forth in Article XII, Sections 2 and 3.

## **ARTICLE XII: TENURE**

### Section 1. Definition of Tenure:

Tenure is the most significant academic commitment made by the University. The University naturally seeks to appoint the best possible candidates to the tenured ranks. The possession of tenure shall mean that the faculty member so endowed shall hold continuous appointment until retirement except under circumstances and procedures described elsewhere. Tenure obtains in the ranks of Associate Professor, Professor and University Professor. The award of tenure can be granted only by explicit action of the Board of Trustees. To be awarded tenure, a faculty member shall: (1) have met the requirements for the rank of Associate Professor; (2) have the requisite number of years of non-tenured probationary service as a full-time faculty member at Adelphi University.

Implicit in the award of tenure is a reciprocity of obligation between the University and the tenured faculty member for the enhancement of the University.

### Section 2. Criteria for Tenure

To be awarded tenure, a faculty member shall have met the requirements for the rank of Associate Professor. These are that he or she:

Shall have the requisite number of years of non-tenured probationary service as a full-time faculty member at Adelphi University;

Shall hold the appropriate terminal degree, usually a doctorate, or be deemed to have acceptable postgraduate professional training and experience, as specified in the written criteria developed by the Unit, the Dean, and the Chief Academic Officer;

Have demonstrated ability as a teacher or professional librarian or equivalent level of professional skill;

Have noteworthy scholarly, artistic, professional, or clinical achievements appropriate to the candidate's discipline;

Shall demonstrate potential for continued academic and/or professional growth;

And, during his/her years at Adelphi University, shall have a satisfactory record of service to the University (including, but not limited to, service on unit and University committees and other bodies).

The criteria of teaching or librarianship, scholarship and service are all important criteria for promotion, with teaching or librarianship and scholarship being primary consideration.

### Section 3. Procedures Pertaining to Tenure:

- a. In the fall of the sixth year of probationary full-time employment at Adelphi University, the work of each full-time probationary faculty member shall receive a full tenure review. Normally, a full-time faculty member at Adelphi University shall, by August 31 of the sixth year of employment, receive notice from the President or his/her designee either that, effective at the start of the seventh year of employment the faculty member has been granted promotion to Associate Professor with tenure, or that the faculty appointment will terminate at the end of the seventh year. This schedule is subject to modification based on such circumstances as crediting of prior experience on initial employment.
- b. No faculty member shall be retained for more than seven (7) years of full time service without a grant of a tenure appointment.
- c. Tenure does not automatically attach to initial employment at the ranks of Associate Professor or Professor. Subject to the approval of the Board of Trustees, the President, upon recommendation of the FC RTP, may recommend initial employment with tenure at these ranks.
- d. By the end of the fifth year of employment or employment plus credited prior service, the candidate shall provide a portfolio for inclusion in his/her file. The portfolio shall include relevant evidence of the candidate's qualifications for tenure, including, but not limited to:
  - an up-to-date curriculum vitae, including full pertinent biographical and bibliographical materials regarding the candidate.
  - a "self-evaluation" written by the candidate explaining his/her goals and achievements in teaching or librarianship, in scholarship, and in University service.
  - Peer evaluation of professional performance as specified in Article X, as available
  - Student course evaluations for all courses taught by the candidate during the previous six semesters, as available
  - Copies of manuscripts and scholarly publications or their equivalent relevant to the review;
  - copies of syllabi, handouts (if any) defining assignments or other course expectations, and examinations for all courses taught by the candidate during the previous two years and such other samples as the candidate may choose and/or any documentation of professional librarianship.
- e. In addition to the portfolio the Chief Academic Officer shall solicit no fewer than three (3) written evaluations of the faculty member's scholarly and/or artistic work from scholars selected jointly by the Chief Academic Officer and the dean of the faculty member's unit and the unit peer review committee.

The criteria to be used in evaluations for tenure shall be those specified for initial appointment to Associate Professor as well as the criteria for reappointment. Considerations of institutional need

shall not pertain to evaluations for tenure except where the Board of Trustees, for compelling reasons stated in writing, concludes it cannot accede to a recommendation for tenure on institutional grounds rather than merit.

#### Section 4. FC RTP role in the Granting of Tenure

- a. Faculty eligible for tenure shall be initially reviewed by their Unit Peer Review Committee. The Unit Peer Review Committee's recommendation, along with that of the department Chair, where a Chair exists, shall be forwarded for review and recommendation to the appropriate Dean, who shall forward his/her recommendation, together with all other recommendations, to the FC RTP.
- b. The Chief Academic Officer shall review the recommendations transmitted to him by the Unit Peer Review Committee, Chair (where applicable), Dean, and FC RTP, and shall make his/her own recommendation. The Chief Academic Officer's recommendation, together with the recommendations communicated to him/her, shall be submitted to the President. The President shall review the material and recommendations submitted to him/her and such additional material or consultations he/she deems necessary prior to making his/her determination. The President's determination, together with the recommendations submitted to him/her shall be communicated to the Board of Trustees for a final decision.
- c. In instances where there is disagreement on recommendations on tenure between the FC RTP and the Chief Academic Officer or President, the Chair of the FC RTP shall be given a copy of the report containing the Chief Academic Officer's or President's recommendation to the Board of Trustees, including such additional material as he/she may have consulted. Thereafter, the Chair and up to two other members of the FC RTP shall have the right to appear in person before the Academic Affairs Committee of the Board of Trustees to present the case for the FC RTP's recommendations, prior to the Board's acting on tenure.

#### Section 5. Faculty Committee on Retention, Tenure, and Promotion - Its Organization:

- a. The Faculty Committee on Retention, Tenure, and Promotion shall consist of ten (10) elected, tenured members of the faculty who are not at the time of their election being considered for promotion in rank or leave-of-absence, and shall be composed of at least one (1) member elected from the following six (6) units of the university; the School of Business, the School of Nursing, the School of Social Work, the Institute of Advanced Psychological Studies, the Library, and the School of Education, at least two members elected by the College of Arts and Sciences and two representatives elected at large. Additional members may be added with the consent of the Provost.
- b. The term of office shall be three years, excepting that a member who at any time before the expiration of this term finds himself/herself under consideration for promotion in rank shall immediately resign from the Committee and his or her place be filled for the duration of the unexpired term by another tenured member of the faculty, who whenever possible should be elected from the same unit of the University as the member who resigned.
- a. A faculty member who has served for at least eighteen consecutive calendar months shall not be eligible for election to any term beginning less than two (2) years from the date of the expiration of his or her service on the committee.

- b. In cases where a member of the Committee has applied for sabbatical leave, he or she shall absent himself or herself from all proceedings pertaining to sabbatical leaves.
- c. The FC RTP may invite any person, including the Chief Academic Officer and/or the appropriate Administrative Officer, whom it considers helpful to its deliberations, to meet with it at any time.
- f. In conducting their reviews, the members of the Faculty Committee on Retention, Tenure, and Promotion shall be guided by that Committee's operating procedures, which shall be established in concurrence with the Chief Academic Officer, and reviewed periodically. The Committee's operating procedures and any revisions of those procedures shall be distributed to all full-time faculty.

### **ARTICLE XIII: WORKLOAD**

#### Section 1. Workload for Librarians

- a. All librarians shall work two hundred (200) seven-hour days during each work year, from September 1 through August 31.
- b. Each librarian shall work a normal workweek of thirty-five (35) hours. No librarian shall work both weekend days (Saturday and Sunday) on a recurrent basis.
- c. The schedules and work assignments of the librarians shall be determined by the Dean in such manner as to provide necessary and appropriate staffing of the Libraries' services and operations in support of the academic programs offered during the day, evening and weekends, of all sessions and of special programs of the University.
- d. The sixty (60) days not worked by each librarian shall be charged to one of the following categories of leave: (1) vacation, (2) personal days to handle personal business or personal emergencies (e.g., family illness), (3) holidays when the University is officially closed. Sick days and bereavement days shall be counted as workdays as well as professional development days with the approval of the dean.
- e. Requests for all vacation days and professional development days shall be submitted to the Dean for his/her approval well in advance. The "vacation year" is September 1 through August 31. Vacation time earned during a vacation year must be used by August 31 of the same vacation year in which it is earned. If, however, a Librarian has approved vacation time scheduled and due to business reasons is required by the University to work during that scheduled time, and is unable to complete her/his vacation entitlement before August 31 of the same vacation year, the Librarian may take the vacation after August 31, provided that, at the latest, vacation is completed by the immediately following September 30.
- f. Sick days, bereavement days, and days not worked due to some personal emergency shall be reported to the Dean immediately.
- g. Except in unusual circumstances or on an occasional basis not to exceed three consecutive days, librarians shall not take vacation during those weeks of the fall and spring semesters when classes are in session.

## Section 2. Workload for Full-time Teaching Members of the Faculty Bargaining Unit

- a. **Work Year:** The University operates during its entire fiscal year which is from September 1 through August 31. Except for specified periods of leave as provided by this Agreement, full-time teaching members of the bargaining unit shall, upon adequate notice, be available for assignment to professional activities during the entire year.
- b. **Academic Year:** Faculty members are paid an annual salary for the period of September 1 to August 31. However, except as specified below, they are assigned teaching and other professional responsibilities during the academic year which normally extends from the beginning of the fourth week in August or from the first day of the Fall semester orientation/registration, whichever comes last, until June 1 or commencement, whichever comes first.
- c. **Non-teaching Duties:** All full time faculty members shall perform during the academic year non-teaching duties and functions associated with their academic status. With adequate notice, faculty members shall participate in orientation and registration of students as assigned by the chair or dean, and in admissions and recruitment events and activities. Faculty members shall participate in committees, attend faculty meetings, convocations and commencement, continue their professional growth, and provide Department, library, School, and University administrators with administrative assistance.

From time to time a full time faculty member may be assigned administrative responsibilities for which he/she receives workload credits. Eight (8) hours of administrative work per week equals three (3) teaching credits. In cases where such assignments amount to 50% or more of baseload, the faculty member who accepts such administrative assignment should assume that time spent on such assignment shall not be credited towards tenure, promotion or leave unless otherwise specified through consultation with the AAUP, the Chief Academic Officer, and the Faculty Committee on Retention, Tenure and Promotion. A written statement regarding the determination made as to whether any or all of the time shall be credited shall be provided to the faculty member and placed in the faculty member's personnel file. A copy of all such determinations will be provided to the AAUP.

- d. **Required Teaching Workload:**
  1. The normal teaching workload for a full-time faculty member shall be twenty-one (21) teaching credit hours during the academic year. Independent study and advising of graduate theses shall not carry any teaching credit hours except as specified in Section 3. below.
  2. The teaching workload will be appropriately and equitably allocated by the Dean with the approval of the Chief Academic Officer, to meet educational, administrative or other institutional need. These include, but are not limited to: active involvement in research and/or publications or equivalent creative activity, unusually demanding courses, and the performance of essential administrative duties. [Eight (8) hours of administrative work equals three (3) credits.]
- e. **Assignment of Work:**

1. Institutional and student needs shall be the primary factor in the distribution of courses within a department, or school and in the scheduling of classes, taking into account required, elective, survey, advanced, or graduate classes and the allocation of day and evening sections. Full-time faculty, where qualified, shall receive precedence in the assignment of a full teaching workload.
2. The Department or School's schedule of classes and teaching assignments, including independent study, shall be prepared, after consultation with the faculty, by the Department Chairperson, or Dean and approved by the Chief Academic Officer, prior to implementation.
3. Should there be a serious difference of opinion between a faculty member and the Department Chairperson over an assignment of courses, the Dean shall resolve the matter. If levels of academic and professional expertise are in dispute, the Dean shall, in consultation with the Unit Peer Review Committee, decide the issue. The Dean's decision may be appealed to the Chief Academic Officer.
4. Assignment of a faculty member's regular workload shall be at any designated University location (instructional site) but no faculty member shall be required to teach at more than two (2) separate sites on any one day. If a faculty member is assigned to teach at any two separate University instructional sites on the same day and does so, he/she shall be compensated for travel between those sites at the standard IRS rate per mile. To receive payment for mileage, a faculty members must submit an appropriately completed and signed expense report to her/his Dean for approval and submission to the Accounts Payable Office from which checks are issued.
5. The faculty members of a department, library or school shall be notified of their teaching assignments as soon as feasible. Changes in a faculty member's program may be made if necessary. In making such changes, the Chairperson, Dean or other appropriate University officer shall consult with the affected member in the interest of arriving at the best solution for all parties concerned. When a change has been effected, it shall be put in writing and dated and signed by the appropriate University officer.
6. At the request of a faculty member, and with the approval of the Department Chair and Dean, a faculty member may shift courses of base load from the Fall semester to the Spring semester or vice versa.
7. At the request of a faculty member, and with the approval of the Department Chair and Dean, a faculty member may substitute the summer session (Summer I and II) for either a Fall semester or a Spring semester.
8. At the request of a faculty member, and with the approval of the Department Chair and Dean, part of a faculty member's workload may be shifted to teaching assignments during summer sessions.
9. No faculty member shall be assigned teaching or other University obligations on more than five (5) days in any week (Monday through Sunday), nor shall a faculty member be assigned teaching or recurrent other University obligations on both weekend days (Saturday and Sunday) of the same week.
- f. Underload/Overload:

1. An underload occurs when a full-time faculty member's teaching workload is less than twenty-one (21) credit hours per academic year except as specified in Section 2.d. above. If an underload occurs, it shall be made up during the following summer, fall or spring semester. If reasonable work is assigned and the underload is not made up as stipulated above, the faculty member's salary shall be reduced, by the current overload rate, to reflect the underload. No faculty member shall be required to make up an underload during the summer.

Faculty members required to make up underloads shall make up such underloads in a department or departments within the School or in any program of the University where there are courses available which the faculty member is qualified to teach or where appropriate substitute duties are available.

Underloaded full-time faculty members shall be given priority for courses that they are qualified to teach over faculty members who are overloaded and/or adjuncts.

An overload occurs when, subject to the approval of the Chief Academic Officer, and with the consent of the full-time faculty member, a full-time faculty member's workload is more than twenty-one (21) teaching credit hours during the academic year.

2. No faculty member may combine released time and overload teaching without prior approval of the Dean and Chief Academic Officer.

- g. Voluntary Workload reduction:

Full-time faculty who request a voluntary reduction in workload for personal emergency circumstances must request such workload reductions in writing, stating the reason for the request. The Dean and the Chief Academic Officer must approve all such requests. Except for conditions beyond the control of the faculty member, all such requests shall be made sufficiently in advance so as to provide the University with time to find a replacement, if necessary. If a reduction in workload is granted, the faculty member's annual salary will be reduced by 10% for a 3 credit reduction in load or 3.33% for each credit of load reduction up to four.

- h. Full-time faculty who leave the employ of the University at the end of the Fall semester will be paid one-half of their base annual salary in effect for that semester. Likewise, faculty members who commence work in the Spring semester will be paid one-half of their base annual salary over the eight (8) month period January through August.

Faculty who leave the employ of the University during a semester will be paid through the end of the month in which they cease working.

### Section 3. Special Workload Situations

- a. No faculty member shall be compensated additionally or given extra credit for student advisement or mentoring.
- b. Certain special assignments may, at the discretion of the University, carry compensation in addition to salary. This extra compensation shall not, however, be considered part of base salary.

- c. Institute for Advanced Psychological Studies (Derner)
  - 1. The standard workload shall be as specified in Section 2 of this Article, which shall be understood to mean that each full-time faculty member shall teach a minimum of three (3) graduate and/or undergraduate lecture classes per academic year.
  - 2. To fulfill the required normal teaching workload for a full-time faculty member in the Derner Institute, the Dean shall also assign each full-time faculty member per semester one or more of the following: additional classroom teaching, research work group(s) with a minimum of six (6) students per group for three (3) workload credits, clinical supervision of a minimum of four (4) students for three (3) workload credits, active dissertation supervision of students who are each registered for a minimum of three (3) credit hours of graduate work and engaged in doing accepted research or writing related to a bona fide doctoral dissertation (one student equaling .5 workload credits with a maximum of six (6) workload credits per year). Workload credit for doctoral dissertation supervision shall not exceed six (6) semesters for each individual student who is being supervised. The individual student's name shall be included in the faculty member's workload report for each semester.

d. School of Education

The standard workload shall be as specified in Section 2 of this Article. Supervision of student teachers shall be equated on the basis of six (6) students plus a seminar or nine (9) students without a seminar for three (3) credits. Members of faculty shall not supervise student teachers for more than three teaching credits in any given semester, except upon request of the Dean and approval by the Chief Academic Officer.

e. School of Social Work

The standard workload shall be specified in Section 2 of this Article. Active doctoral dissertation supervision may be included in base load and refers to the supervision of students registered for at least three (3) credit-hours each of graduate work and engaged in doing accepted research and/or writing related to a bona fide doctoral dissertation (one student equaling .5 workload credits with a maximum of six (6) workload credits per year). Workload credit for doctoral dissertation supervision shall not exceed six (6) semesters for each individual student who is being supervised. The individual student's name shall be included in the faculty member's workload report for each semester.

Faculty Field Liaison (formerly known as Faculty Supervision of Field Internship):

Fifteen (15) Students = 3 credits

Faculty Field Instruction (formerly known as Faculty Supervision of Internship):

Five (5) Students = 3 credits

Seminar in Field Instruction = 3 credits

f. College of Arts and Sciences

The standard workload shall be as specified in Section 2 of this Article, with the following exception:

1. Each faculty member responsible for the production of one of 6 annual dance or drama performances shall receive three (3) workload credits.
2. A full-time faculty member teaching laboratory sections in Biology, Chemistry, Earth Science, Environmental Studies, or Physics shall receive 1 teaching workload credit for each of the first three (3) laboratory contact hours and 1/2 teaching workload credit for each contact hour in excess of three (3) when he/she is present for the full contact hour, up to a maximum of five (5) teaching credit hours for any laboratory.

Faculty members teaching laboratory sections in which they coordinate the instruction but are not physically present during the full period of instruction shall receive credit towards load to the extent that students receive credit for the laboratory. If a laboratory carries no credit for a student the laboratory coordinator shall receive 1/2 credit towards load.

3. Active masters' thesis or project supervision may be included in base load and refers to supervision of students registered for at least three (3) credit-hours of graduate work (one student equaling .5 workload credits with a maximum of six (6) credits per year). Active doctoral dissertation supervision may be included in base load and refers to the supervision of students registered for at least three (3) credit-hours of graduate work and engaged in accepted research and/or writing related to a bona fide doctoral dissertation (one student equaling .5 workload credits with a maximum of six (6) workload credits per year). Workload credit for doctoral dissertation shall not exceed six (6) semesters; masters' thesis supervision shall not exceed two (2) semesters for each individual student who is being supervised. The individual student's name shall be included in the faculty member's workload report for each semester.
- g. School of Nursing

The standard workload shall be as specified in Section 2 of this Article. Active masters' thesis or project supervision may be included in base load and refers to supervision of students registered for at least three (3) credit-hours of graduate work (one student equaling .5 workload credits with a maximum of six (6) credits per year). Active doctoral dissertation supervision may be included in base load and refers to the supervision of students registered for at least three (3) credit-hours of graduate work and engaged in accepted research and/or writing related to a bona fide doctoral dissertation (one student equaling .5 workload credits with a maximum of six (6) workload credits per year). Workload credit for doctoral dissertation shall not exceed six (6) semesters; masters' thesis supervision shall not exceed two (2) semesters for each individual student who is being supervised. The individual student's name shall be included in the faculty member's workload report for each semester.

- h. The President, Chief Academic Officer, Vice, Associate and Assistant Provosts, Academic Vice-Presidents, Deans, Associate and Assistant Deans, Directors and Department Chairs who are also members of the faculty may participate fully in the instructional and research programs of the University by engaging in such activities as teaching courses, conducting research, providing student advisement, and providing professional librarian services in the University Libraries. Notwithstanding the foregoing, it is understood that such activities shall

not constitute the primary responsibility of the President, Chief Academic Officer, Vice, Associate and Assistant Provosts, Academic Vice Presidents, Deans, Associate Deans and Assistant Deans. With the exception of Department Chairs, no individual whose position is mentioned in this paragraph shall engage in teaching or providing professional librarian services if doing so results in a full-time faculty member having an underload or being assigned courses in a unit other than his/her home unit.

i. Independent Study

Faculty who have students registered for Independent Study will receive either \$70 per student credit hour or 3 credits for 6 students (.5 credits for each student registered for 3 credits) towards their workload and at the faculty member's option. The faculty member must select this option prior to the commencement of the Independent Study. No faculty member will get more than 3 credits per academic year toward their workload. Any credits in excess of 3 credits per academic year will be compensated at the rate of \$70 per credit per student. However irrespective of the form of compensation no faculty member shall be compensated for more than 6 students in Independent Study per semester or a total of ten in an academic year.

If a course is cancelled for insufficient registration, students may be permitted by the University to register for a tutorial which will cover the same material as contained in the syllabus for the cancelled course. Faculty will be paid \$70 per credit for each student in a tutorial course.

Section 4. Release Time

a. "Released time" means reduction of the normal teaching workload. Released time may be granted by the University for academic and/or administrative purposes. Unit members who are granted released time shall not be eligible to teach overloads without the approval of the Chief Academic Officer.

b. The following released time shall be granted by the University in each regular semester:

- |    |                       |                             |
|----|-----------------------|-----------------------------|
| 1. | Chair, Faculty Senate | 3 credits                   |
| 2. | President of the AAUP | 3 credits                   |
| 3. | Designee of the AAUP  | 3 credits                   |
| 4. | Chair, F.C.R.T.P.     | 3 credits                   |
| 5. | Secretary, F.C.R.T.P. | 1 1/2 or 3 credits per year |

c. In addition, during the year of the contract negotiations, the negotiating committee for the AAUP will be granted up to a total of 12 credits release time. The AAUP will reimburse the University for these 12 credits at the prevailing PTOL rate.

d. Up to 200 credits of release time per year may be awarded for faculty scholarship based upon application and merit. Application for the release time will be reviewed by the UPRC, Dean and Provost. Library faculty are eligible for inclusion in the application process with 3 credits of release time equaling 10% of the library faculty workload.

## Section 5. General Faculty Obligations

- a. Each full-time faculty member shall hold a minimum of six (6) office hours per week during the academic year when classes are in session. At least one (1) hour will be scheduled on three different days per week. Office hours are to be scheduled to serve the interests of the students and as are consistent with the academic needs of the department, or school. Office hours may be scheduled at any teaching site. A full-time faculty member may apply to the Dean for an exception to this requirement. Such approval shall not be unreasonably withheld.

Faculty teaching during evening hours shall schedule some of their office hours during the evening. Office hours shall be approved by the Dean and posted on the first day of classes in each semester, or as soon thereafter as practicable, in the office of the dean, the department office and by the faculty member on his/her office door.

- b. Faculty members shall provide advisement and academic counseling to students. At times of advisement and pre-registration as established in the academic calendar, faculty members assigned to these duties by their Dean shall make additional office hours available. In addition, upon adequate notice, faculty members shall perform advising and other duties during general registration, orientation and recruitment events. The University shall provide to faculty advisors necessary information and materials.
- c. Each full-time faculty member shall work a thirty-two (32) hour work week and shall maintain a minimum of four (4) working days per week (normally these shall be Monday through Friday, but for those scheduled on weekend days, such days shall count) for his/her University responsibilities, including scholarly and research activities teaching, and university service, and shall, upon adequate notice, be available on the fifth day. Such time shall include time spent in off-campus locations as part of one's base load and shall also include normal off-campus academic activities. During the academic year when classes are not in session, faculty members, upon adequate notice, shall be available as required for activities such as meetings, committee work, advising, orientation, registration, and recruitment events. A full-time faculty member may apply to the Dean for an exception to these requirements.
- d. Faculty members shall not shorten, lengthen, cancel, add, or reschedule classes. Adherence to University policies and procedures concerning such matters as minimum contact hours and the scheduling of classrooms must be observed. In the event of any absence the faculty member shall notify the department chair, head and/or dean as soon as it becomes apparent the faculty member will miss a class meeting, or if unavailable, by notifying the appropriate secretary. In the event a class meeting is missed as a result of the absence of the faculty member, he/she shall reschedule the class meeting or otherwise compensate the students for the lost time, and notify both the students and department chair and/or dean of the time and date of the meeting or the method of compensatory time. Nothing herein shall prevent the rescheduling of a class meeting if such rescheduling is in the interest of academic enrichment. However, prior to such rescheduling, the faculty member shall make every effort to seek agreement in advance from the affected students. If the rescheduling will affect more than one class meeting, approval of the appropriate chair or Dean is required, and adherence to University policies and procedures concerning such matters as minimum contact hours and the scheduling of classrooms must be observed.

(One class meeting means that no change will take place at any one time that will affect several class meetings.)

- e. Each faculty member shall satisfy in a timely fashion administrative requirements such as classroom teaching observation, administration of assessment instruments, record keeping, and sending required or requested information promptly to the Registrar, Bursar, Deans, Chairs, and other administrative and academic offices and officials including submission of mandatory attendance records to the office of the registrar and/or the Office of Academic Services & Retention when such records are requested
- f. During the first week of class a faculty member shall provide the students, the chair and the dean with a written syllabus consistent with professional standards and with the academic objectives of the course. The syllabus shall include at minimum a written statement regarding his/her objectives for the class, assigned readings or other assignments, his/her policy on attendance, course requirements, and criteria for grading. The faculty member shall keep students abreast of any changes that may be desirable as the course develops. During the term, the faculty member shall present to students, within a reasonable time, information on any evaluation made of their academic performance and progress. At the end of the term, a faculty member shall submit final grades to the Registrar two days after the date of the scheduled final examination in any course, or by such later date as the Registrar may designate; however, a faculty member shall not be required to deliver grades on any date that University offices are officially closed.
- g. Each full-time faculty member shall attend commencements, convocations, freshman orientations, and general, school and departmental faculty meetings unless in conflict with scheduled teaching activities, scheduled professional activities or personal emergencies. Faculty who attend commencement shall wear academic attire and the University shall provide such attire to faculty who need it. A faculty member attending a commencement of a spouse, child or grandchild on the same weekend as the Adelphi commencement shall not be required to attend commencement.
- h. Except in rare circumstances and with the Dean's written approval, faculty members shall not provide private counseling, tutoring, lessons, or consultations for members of the student body for a fee; all reasonable assistance by faculty members to the student is to be encouraged as part of the total educational process.
- h. A faculty member, in any opinion or certificate which he/she may give as to the merits or claims of any business or professional undertaking or of any scientific or practical invention, shall not use the name of the University other than for purposes of affiliation.

#### Section 6. Outside Employment and Consulting

A faculty member on full-time appointment has a primary and uncompromisable obligation to the University. Outside professional activities, whether gainful or not, cannot be allowed to interfere with one's teaching, scholarly-research, and other duties in his/her department and the University.

Specific duties and responsibilities of faculty members have been described in Sections 1-5 above. In fulfilling those duties and responsibilities, each full-time faculty member shall commit a minimum of four (4) working days per week for his/her University duties and responsibilities as follows:

The "Faculty Obligation Form" (see Appendix A), supplied by the Office of Human Resources, shall be completed by each faculty member and submitted to the appropriate dean for approval no later than the end of the first week of each semester. The completed "Form" shall clearly specify the eight (8) hours in each of four (4) working days, Monday through Friday, that the faculty member will dedicate to his/her University duties and responsibilities in that semester. In unusual circumstances exceptions may be approved by the Dean, in writing, for performance of assigned or approved academic activities. The specified hours shall fall within the period of time during the day in which classes are conducted at the University. Notwithstanding the foregoing, faculty who teach on weekends as part of base loads may include hours on weekend days in their designation. Except during periods of scheduled recesses in the academic calendar, a full-time faculty member shall not accept any position that could make him/her unavailable for on-campus service.

During the semesters in which a faculty member is teaching, prior approval from the Department Chair and Dean is required for any outside employment in excess of fifteen (15) hours per week. Such approval shall not be unreasonably withheld.

#### Section 7. Conflict of Interest and University Affiliation

- a. The faculty member must avoid involvement with any organization from which the University purchases services and goods unless such activities are clearly not prone to an interpretation that may appear as a conflict of interest.
- b. Privileged University-based information and procedures, or any other insider information, which may provide an unfair advantage to any outside individual or business when dealing with the University, must not be used in connection with a faculty member's outside employment.
- c. Faculty members may not utilize their institutional relationship to Adelphi University to gain support or to imply endorsement of their outside professional activities. This restriction includes any reference to a University phone number, mailing address, and office address in any materials or documents that may be used to solicit or promote outside professional activities.

#### Section 8. Use of University Resources and Facilities

- a. The use of University personnel, space, computers, services, equipment and supplies for outside professional activities shall be approved in writing prior to their usage by the Chairperson, Dean and Chief Academic Officer, and shall require payment of the established usage fees to the University.
- b. The University assumes no responsibility to provide professional liability coverage for any faculty member's outside professional activities with respect to the use of the University's resources or facilities, such coverage and liability being the sole responsibility of the faculty member.
- c. It is understood that the University assumes no responsibility for or guarantees in any way the accuracy, validity, reliability, dependability, legality, morality, utility, appropriateness or any other attribute associated with the use of the University's resources or facilities, or with conclusions based upon their use.

- d. Violation of any of the provisions of this Article may result in disciplinary action by the University in accordance with Article XVIII.

## **ARTICLE XIV: SALARY AND RELATED COMPENSATION**

### Section 1. Full-Time Faculty

Salary Increases:

Full-time faculty:

1<sup>st</sup> year 5.25%; 2<sup>nd</sup> year 5.25%, 3<sup>rd</sup> year 5.25%

Salary increases in each year of the agreement will be determined by multiplying the total base annual salaries of all continuing full-time faculty (excluding department chairs) on the payroll on August 31, 2001 and each subsequent August 31<sup>st</sup> of the agreement; multiplying the result by the respective percent above; and then dividing this result by the total number of full-time continuing faculty members (excluding department chairs) for the applicable date. Each full-time continuing faculty member (excluding department chairs) will receive a fixed dollar salary increase on September 1<sup>st</sup> of each year of the agreement based upon the above calculations.

Promotion

1. Upon promotion from Assistant Professor to Associate Professor, there shall be an increment of \$3,000 in base salary.
2. Upon promotion from Associate Professor to Professor, there shall be an increment of \$5,000 in base salary.

The minimum base annual salaries for full-time faculty members (excluding department chairs) shall be:

\$35,000 per year for Assistant Professors; \$44,000 per year for Associate Professors; and \$54,000 per year for Professors.

### Section 2. Adjunct/Overload Rate:

Normal Adjunct salary rates per credit shall be as follows:

\$868 effective 9/1/01; \$903 effective 9/1/02; \$939 effective 9/1/03.

Senior Adjunct; \$957 effective 9/1/01; \$995 effective 9/1/02; \$1,035 effective 9/1/03

The salary rates in effect on August 31, 2001 for part-time faculty who are not paid on a per credit basis shall be increased by the same percent (%) as adjunct faculty increases.

### Section 3.

The University shall pay faculty in twelve (12) equal installments on the last working day of each month. However, payments in December and May will only be made upon receipt of final grades.

#### Section 4. Part-Time, Overload, and Summer Session Salary

1. Adjunct faculty members will be paid in two (2) installments for each semester -- the last working day in October and December, and the last working day in March and May. The last working day in any session will be the day following receipt by the Registrar of the adjunct faculty member's final grade list.

Except for full-time faculty who are making up an underload unit, members who teach on overload in any semester or during the Summer Sessions shall be paid the prevailing adjunct rate. This payment, for the regular academic year (Fall and Spring Semesters), will be a one lump sum payment on the last working day of the Spring semester. Summer session payment will be made on the last working day of the session which shall be the day following receipt by the Registrar of the final grade list.

#### Section 5. General Provision

1. The University shall make payment for the months of December and May, and the sole payment in a Summer Session, only after a faculty member has completed his/her work for the term or session, which includes submission of the final grade list. .
2. Faculty who have students registered for Independent Study will receive either \$70 per student credit hour or 3 credits for 6 students (.5 credits for each student registered for 3 credits) towards their workload and at the faculty member's option. The faculty member must select this option prior to the commencement of the Independent Study. No faculty member will get more than 3 credits per academic year toward their workload. Any credits in excess of 3 credits per academic year will be compensated at the rate of \$70 per credit per student. However irrespective of the form of compensation no faculty member shall be compensated for more than 6 students in Independent Study per semester or a total of ten in an academic year.

If a course is cancelled for insufficient registration, students may be permitted by the University to register for a tutorial which will cover the same material as contained in the syllabus for the cancelled course. Faculty will be paid \$70 per credit for each student in a tutorial course.

### **ARTICLE XV: FRINGE BENEFITS**

#### DOMESTIC PARTNER BENEFITS

Effective January 1, 2002, all faculty members shall be eligible for same-sex domestic partner benefits (DPB). University benefits available to same-sex domestic partners, subject to the requirements of the insurance carriers and any applicable providers; are: Medical insurance, Dependent life insurance (when allowed by state law), Tuition remission, and Other leaves of absence, including family medical leave

#### Section 1. Medical Insurance Summaries

The information is provided as a brief summary. Detailed information is provided in the plan publication and documents that define plan benefits. Deductibles and co-insurance are paid for by the participants.

1. For purposes of this Section 2. only, any full-time faculty member who is enrolled in the Wraparound option who elects to change from the Wraparound option to either the PPO High option, Standard option or the HMO, will no longer be eligible for the Wraparound coverage in the future.
2. If a faculty member is not currently in the WRAP he/she may not elect WRAP in the future.
3. Newly hired faculty cannot elect WRAP.

4. WRAP coverage is limited to those enrolled prior to September 1, 1997.
5. The terms and conditions of the plans are provided in the plan documents. Booklets describing the medical plan coverage are available from the Office of Human Resources.
6. Adjunct faculty may participate in the medical insurance plan by paying 100% of the premium.
7. The coverages provided in the medical insurance plans on January 1, 2001 shall be the coverages in effect except as provided for elsewhere in this agreement.
8. During the duration of this contract, the benefits and coverages established above shall not be reduced.

Section 2. Medical Insurance Coverage

Effective September 1, 2001, the University shall make the following annual contributions for health (medical) coverage for full-time faculty who elect one of the following plans:

<u>Effective Dates</u>	<u>Percentage (%) Contribution</u>		<u>Plan</u>
	<u>Adelphi</u>	<u>Employee</u>	
9/1/01	65%	35%	WRAP
	75%	25%	STD OPT
	75%	25%	HMO
	66%	34%	HIGH OPT

The University and faculty will share all premium increases after September 1, 2001, in the same proportion as in the contributions above.

Section 3. Long Term Disability (LTD) Insurance

A full-time faculty member may elect one (1) of two (2) Long Term Disability (LTD) options.

Option 1:

LTD insurance coverage that provides, after 180 consecutive paid days of medically certified disability, a monthly benefit of 60% of base annual salary to a maximum benefit of \$4000 per month. The premium for this coverage shall be borne fully by the University, which under current law will make any resulting benefit taxable to the employee.

Option 2:

LTD insurance coverage that provides, after 180 consecutive paid days of medically certified disability, a monthly benefit of 60% of base annual salary to a maximum benefit of \$6000 per month. The premiums for this coverage (including any increases in premiums) shall be borne fully by the faculty member, which under current law, will make any resulting benefit non-taxable to the faculty member (on a 36-month phase-in basis).

Terms and conditions of the plan are provided in the plan documents. Details regarding LTD coverage are available in the Office of Human Resources.

Section 4. Life & AD&D Insurance and Dependent Life Insurance

Non-contributory Life Insurance:

The University shall continue to pay 100% of the life insurance premium for a policy of \$5000 for full-time faculty.

Contributory (Supplemental) Life Insurance:

A full-time faculty member may elect contributory life insurance coverage in the amounts of one (1), one and one-half (1 1/2), two (2), two and one-half (2 1/2), and three (3) times base annual salary to a maximum coverage of \$300,000. The premiums for contributory life insurance (including any increase in premiums) shall be based upon the age of the faculty member, and shall be borne fully by the faculty member. The rates effective January 1, 2001 are shown below.

COST PER \$1000 OF INSURANCE

<u>Age Range</u>	<u>Monthly</u>	<u>Annual</u>
Under 30	\$ .069	.83
30-34	.097	1.16
35-39	.152	1.82
40-44	.235	2.82
45-49	.361	4.33
50-54	.444	5.33
55-59	.680	8.16
60-64	.763	9.16
65-69	1.373	16.48
70 and over	2.204.	26.45

Accidental Death & Dismemberment (AD&D) Insurance:

AD&D insurance coverage shall be available to full-time faculty members who elect contributory life insurance, in an amount equal to the amount of contributory life insurance elected. The premiums (including any increase in premiums) shall be borne fully by the faculty member.

Dependent Life Insurance:

Dependent life insurance, in the amount of \$5000 for spouse or same sex domestic partner and \$1000 for each eligible dependent child, shall be available to full-time faculty members who elect contributory life insurance. The premiums (including increases in premiums) shall be borne fully by the faculty member.

Section 5. Liability Insurance

a. Commercial General Liability:

Every full-time faculty member and regular part-time faculty member (when they are teaching) will be included as an additional insured with respect to Commercial General Liability Insurance maintained by the University with a limit of \$2,000,000 per occurrence.

b. Professional Liability:

Faculty members will also be covered as additional insureds in teaching situations with respect to Professional Liability insurance maintained by the University for clinical situations such as those in the Schools of Nursing, Social Work, and The Derner Institute, with a limit of \$1,000,000 per incident. The University shall pay the full premium of this insurance.

Section 6. Travel and Accident Insurance

The University shall pay the full premium for \$150,000 of travel and accident insurance coverage for each full-time faculty member and regular part-time faculty member while travelling on approved University business.

Section 7. Change of Carriers

The University may change insurance carriers for any of the types of insurance or benefits described in Sections 1-6, provided that the new contract(s) with the insurance carrier(s) provides equal or superior benefits to the faculty. Notice of any such change in carriers shall be given to the Union at least thirty (30) days before it becomes effective.

Section 8. Refund of Premiums

Any refunds of insurance premiums shall be distributed to the faculty member and the University in the same proportion as their contributions.

Section 9. Tuition Remission

Tuition remission is the waiver by the University of the payment of tuition to attend regularly scheduled classes, excluding independent study. Tuition remission is provided for the faculty member's dependent children (who have not earned a bachelor's or higher degree at this or any other institution) who may take undergraduate courses only, and for the faculty member's spouse or same sex domestic partner. All fees, including laboratory fees, books and/or any other costs associated with attending classes under the tuition remission program are the responsibility of the faculty member and eligible dependents.

a. Full-time Faculty:

Full-time faculty members may take one graduate course per semester immediately following the date of appointment at full tuition remission.

Spouses or same sex domestic partners of full-time faculty members are eligible to take two undergraduate and three graduate courses per semester, at 100% tuition remission.

Dependent children of full-time faculty members and the dependent children of their same sex domestic partner are eligible for 100% undergraduate tuition remission.

b. Children of former full-time faculty:

The children of deceased or totally and permanently disabled tenured full-time faculty and children of tenured full-time faculty retired after having served ten (10) years or more shall be entitled to all tuition remission benefits available to the children of active full-time faculty.

c. Adjunct Faculty:

After one full semester of employment at the University as a regular part-time faculty member; the regular part-time faculty member (adjunct), his/her dependent children or the dependent children of his/her same sex domestic partner and/or spouse or same sex domestic partner shall be entitled to 1/2 tuition remission for each course taken, to apply to a maximum of one course per semester of full tuition remission. In any semester in which a Senior Adjunct Faculty member is employed at Adelphi, he/she shall be entitled to one (1) course at full tuition remission.

The tuition remission benefit for the spouse or same sex domestic partner and/or dependent children of a Senior Adjunct Faculty member or the dependent children of the same sex domestic partner shall be the same as that for the spouse or same sex domestic partner and/or dependent children of a regular part-time faculty or dependent children of his/her same sex domestic partner.

b. Dependent children:

Dependent children are defined as the natural born or legally adopted children of the faculty member; his/her spouse, or his/her same sex domestic partner and must be bona fide dependents of the faculty member, his/her spouse or his/her same sex domestic partner. Where questions may arise regarding the eligibility of a dependent or spouse or same sex domestic partner for tuition remission, the University reserves the right to require a faculty member to submit evidence to support such eligibility for tuition remission.

c. University fees:

All University fees must be paid in full by all tuition remission recipients in order for tuition remission benefits to continue for the faculty member's eligible dependents.

d. Financial Aid:

Dependent children who receive tuition remission shall make application for financial aid on standard financial aid forms; amounts received from those awards and/or scholarships shall inure to the benefit of the University.

g. Auditing courses:

With the approval of the instructor, full-time faculty members shall be permitted to audit any and all undergraduate and graduate courses offered by the University. Time spent in auditing courses shall not be considered part of full-time faculty members' required thirty-two (32) hour workweek.

i. Faculty may not take nor receive tuition remission for courses that they are teaching.

Section 10. Defined Contribution Retirement Plan (Plan)

The University shall provide all full-time faculty members with the option of participating in the University's Defined Contribution Retirement plan under IRS code section 403(b), subject to any requirements of or changes in any relevant IRS, ERISA, federal or state regulation.

Information about the Plan, the options available and the terms and conditions of the Plan, including eligibility, are available in the Office of Human Resources.

Full-time faculty members participating in the Plan shall be eligible to receive University Contributions as follows:

After two (2) years of employment at the University, a faculty member who contributes a minimum salary reduction of 4.5% of regular salary shall receive the University contribution of 7.5% of regular salary.

<u>Completed Years Receiving University Contribution*</u>	<u>University Contribution</u>	<u>Employee Contribution</u>
2 but less than 6	8.5%	3.5%
6 but less than 21	9.5%	2.5%
21 or more	11.5%	3.5%

\* *calculated on a full month basis*

Regular part-time faculty may participate in the retirement plan options available to the full-time faculty provided they do so at their own expense and at no cost to the University.

#### Section 11. Healthcare Spending Account/Dependent Care Spending Account

The University shall offer each full-time faculty member the option to participate in and make contributions to a healthcare and/or dependent care spending account program (up to a \$5,000 maximum annual limit in each program) subject to the terms and conditions of the program. The cost of administering the program shall be borne fully by the University.

#### Section 12. Fringe Benefit Report

The University will provide annually to each full-time faculty member a statement of fringe benefits, including contributions made by the University on his/her behalf.

#### Section 13. Retention Increase

If a full-time faculty member presents evidence to the University of an offer of employment from another institution, either academic or non-academic, the University may, at its sole discretion, increase the faculty member's base salary. The University shall notify the Union of any such increase.

#### Section 14. Repurchase of Tenure

A faculty member with ten (10) or more years of continuous service at age 55 or older may request repurchase of tenure according to the terms and conditions to be agreed upon between the University and the faculty member.

## **ARTICLE XVI: SABBATICALS**

Sabbatical leaves shall be granted for purposes of professional growth after each period of seven years of full time teaching or professional library work at Adelphi University. Eligible faculty members must submit plans for study, research, creative work, or other professional endeavor to be undertaken during the period of leave to the Dean. Following the Dean's review, eligible faculty members must make formal application to the Faculty Committee on Retention, Tenure, and Promotion and must submit plans for study, research, creative work, or other professional endeavor to be undertaken during the period of leave. The academic merit of proposals for sabbatical leave are subject to the approval of the FC RTP, the Chief Academic Officer the President, and the Board of Trustees. Sabbatical leaves shall be counted toward promotion.

Faculty returning from sabbatical leave shall file a report, accepted by the FC RTP and the Chief Academic Officer, indicating their fulfillment of their sabbatical plan. These plans and reports shall be filed by the FC RTP in Swirbul Library and shall be available to all users of the Library. These plans and reports shall also be added to the faculty member's personnel file and shall be considered in any future personnel evaluations.

A faculty member whose report is not accepted or who does not return to the University for a period of one semester thereafter shall be liable for full reimbursement of the sabbatical grant.

Consistent with institutional need and academic merit, the University shall award up to four percent (4%) of the full-time tenured faculty one-half (1/2) year full pay sabbaticals annually. There shall be no limit on the number of full year (1/2 pay) sabbaticals awarded annually.

## **ARTICLE XVII: ANNUAL LEAVE AND LEAVES OF ABSENCE**

### Section 1. Teaching Faculty

The periods of annual leave for full-time teaching members of the faculty shall be from the day subsequent to Commencement or June 1, whichever comes first, until the first day of the following Fall semester orientation/registration or an equivalent period. The University may assign faculty during periods of annual leave to teaching or other duties normally fulfilled during the regular academic year if the performance of those duties during the periods of annual leave is essential to the University's instructional programs, governance or other institutional needs. The right of the University to assign work during periods of annual leave shall not be used as a subterfuge to negate annual leave.

### Section 2.

Members of the faculty may request a leave of absence without compensation or fringe benefits for a period not to exceed one academic year. Time of leave of absence shall not accrue to the faculty member's seniority or eligibility for any benefit or privilege proceeding from accumulated service unless special permission is granted prior to the commencement of the leave. The faculty

member may continue his/her fringe benefits at no cost to the University. Leaves of absence under this section are granted by the Chief Academic Officer upon recommendation of the Chair and Dean and are renewable at the discretion of the Chief Academic Officer, but in no case shall exceed two (2) consecutive years.

### Section 3.

Members of the faculty elected or appointed as officers of the Union shall, upon proper application, be granted a special leave of absence without compensation or fringe benefits for the purpose of performing legitimate duties for the Union. Such leaves shall be granted for no less a period than one entire semester. Faculty members who are granted such leaves of absence shall not be credited for service with respect to annual salary increases.

### Section 4.

Upon the request of a full-time faculty member, a leave-of-absence without compensation or fringe benefits (except as required by FMLA or other applicable Law) shall be granted for a period not to exceed one academic year for (1) the care of a newborn infant; (2) the care of any other member of the immediate family in medical need; or (3) adoption of a minor child. Time of leave of absence shall not accrue to the faculty member's seniority or eligibility for any benefit or privilege proceeding from accumulated service unless special permission is granted prior to the commencement of the leave. A leave granted under this section may be renewable. The faculty member may continue his/her fringe benefits at no cost to the University.

## **ARTICLE XVIII: DISCIPLINARY ACTION**

### Section 1.

A unit member may be disciplined by discharge, suspension with pay for a maximum period of one year, reduction in rank or compensation or otherwise disciplined by the University only for just cause.

### Section 2.

- a. Disciplinary proceedings may be initiated by the department chair, dean, or an academic officer of the University, except in a case of proposed suspension or discharge, which shall be initiated only by the Chief Academic Officer (who may use the information the Dean has obtained through Article X, excluding classroom observations performed by peer faculty members). Written notice of the proposed disciplinary action shall be provided, by certified mail, to the unit member and the Union, which shall set forth:
  1. the charge against the employee, and
  2. the proposed penalty.
- b. Within thirty (30) work days of service of the written notice of a disciplinary charge, a meeting shall be conducted by the Chief Academic Officer, or his/her designee, with the employee, who may be accompanied by a representative of the Union, to discuss the basis

of the charges and the proposed penalty. If the charge is not dropped or the penalty not modified as a result of this discussion then the Chief Academic Officer shall implement the penalty.

- c. The employee may acquiesce to the charges and accept the recommended penalty or within thirty (30) workdays following the disciplinary meeting (b. above) the Union may request arbitration of the matter in accordance with Article V. In a case of suspension or discharge, the Union may request expedited arbitration of the matter.
- e. Any unit member disciplined by the University shall have access to the grievance procedures as set forth in Article V.

### Section 3

The procedure for expedited arbitration is as follows:

- a. Notice of appeal to arbitration shall be filed by the Union with the American Arbitration Association with a copy to the Chief Academic Officer or his/her designee.
- b. The arbitrator shall hold an arbitration hearing within ten (10) calendar days of designation, or on such other date as may be mutually agreed upon by the parties. The arbitrator shall render a decision within five (5) calendar days of the close of the hearing.

The arbitrator shall be limited to determinations of guilt or innocence and the sufficiency of grounds for the penalty. The arbitrator shall not add to, subtract from, or modify the provisions of this Agreement. The arbitrator's decision regarding guilt or innocence and the sufficiency of grounds for penalty shall be final and binding upon the parties.

### Section 4.

A disciplinary proceeding brought pursuant to this Article may be resolved by settlement only if agreed to in writing by the Chief Academic Officer, or his/her designee, and the Union.

## **ARTICLE XIX: RETRENCHMENT**

### Section 1.

Termination of service of a tenured faculty member, or of a faculty appointment before the end of its specified term for reasons other than adequate cause may be made only for retrenchment as a direct consequence of declining enrollment, or curtailment, or discontinuance of educational programs of the University by the Board of Trustees; or financial exigencies. All feasible alternatives to termination of tenured faculty shall be pursued.

### Section 2.

- a. The parties agree that retrenchment is an extreme measure and not to be utilized to deal with short term issues; therefore, before a retrenchment decision is made, consultation on the proposed retrenchment shall take place between the Chief Academic Officer and the Faculty of the Department, the department chair and the dean of any School affected. The Chief Academic Officer shall advise the Union a minimum of forty-five (45) days before the intended retrenchment decision. If the Union requests bargaining within ten (10) days following notice of intent to retrench, there shall be a prompt meeting with the Union to discuss the rationale for and implementation of such retrenchment. At this meeting, the University will provide the Union with the Board of Trustees' reason(s) for intending to retrench; a list of bargaining unit members designated for possible retrenchment along with their date of hire, department, and rank; and a list of open suitable positions in accordance with Section 3. below. The Board of Trustees shall give to the Union all documents used in making the decision to retrench. The Board of Trustees will make a final decision whether or not to retrench only after this bargaining period.
- b. If and when retrenchment notices are sent, concurrent copies of such notices shall be furnished to the Union. Notices of retrenchment shall be sent by certified mail. The notification date of a retrenchment notice shall be the recorded date of the certified mailing by Adelphi University. Notice of termination for retrenchment shall be mailed no less than thirty (30) days before the effective date of termination, or until the end of the current semester, whichever is greater, or if after Commencement, no later than July 1st. At the University's option, payment of equivalent salary and benefits may be substituted for notice.

### Section 3.

- a. In filling vacancies within the bargaining unit, the University shall give first consideration to a retrenched faculty member in considering the qualification of applicants for the position. Qualifications shall include appropriate academic credentials, present ability to perform the work required. If a dispute occurs over the academic qualifications of a member of faculty intended to be retrenched for an alternate position, the FC RTP shall submit a timely recommendation to the Chief Academic Officer which, if not accepted, shall be submitted to the Board of Trustees for final determination. These actions must meet the notification and decision deadlines specified in Section 2.a. above. Faculty who are qualified may be considered for vacant non-teaching positions at the University. Faculty who have obtained new or additional qualifications will be given first consideration for vacant positions while they are on a retrenchment recall list.
- b. Notwithstanding the Grievance-Arbitration provisions of this agreement (Article V), no arbitration brought with respect to the terms of this Article shall address the issue of the validity of the University's reasons for retrenchment, and the Arbitrator's powers in any such arbitration shall be limited to determining whether the procedures for the implementation of retrenchment of this Article were followed. [Whether the University properly determined retrenchment on the basis of Section I of this Article and the arbitrator's powers in any such arbitration shall be limited accordingly.]
- c. The University shall make every reasonable effort to bring position vacancies to the attention of retrenched faculty, and resumes of retrenched faculty shall be made available to those responsible for filling such vacant positions. Qualified retrenched faculty members shall have the right of first refusal for such vacant positions. Copies of the announcement of such open positions shall be forwarded to the Union.

- d. The order of retrenchment for faculty within a school, department, library or program of instruction shall be:
1. Part-time faculty
  2. Untenured full-time faculty
  3. Tenured faculty
- f. In rare instances, a full-time faculty member may be retrenched in an order other than by seniority when the University justifies (in writing) that he/she is not best qualified to perform work which is essential to the continuation of his/her department, library or program, while another faculty member of lesser seniority (who would continue to be employed instead of the faculty member of greater seniority) is more qualified. If a dispute occurs over the academic qualifications of a member of faculty intended to be retrenched for an alternate position, the FC RTP shall submit a timely recommendation to the Chief Academic Officer which, if not accepted, shall be submitted to the Board of Trustees for final determination. These actions must meet the notification and decision deadlines specified in Section 2.a. above.

#### Section 4.

A tenured faculty member, with less than ten (10) years of continuous service, whose employment is terminated because of retrenchment, shall receive a lump sum severance payment at the time of termination for retrenchment of two (2) weeks' pay for each continuous year of full-time employment at Adelphi. A tenured faculty member with ten (10) years of continuous service but less than twenty (20) years of such service shall receive one (1) year's salary. A tenured faculty member with twenty (20) or more years of continuous service shall receive one and one-half (1 1/2) years' salary. Additionally, a tenured faculty member who is terminated shall be placed on a recall list for three (3) years during which time he/she shall, by order of seniority, have first rights to any position which becomes available for which he/she is qualified to hold. During this period, a faculty member may elect to continue his/her health care coverage under the applicable plan at no cost to the University (essentially 36 months of COBRA).

#### Section 5.

A full-time faculty member on the recall list shall be eligible during the period that he/she is on recall for full tuition remission for both undergraduate and graduate courses at Adelphi University.

### **ARTICLE XX: FACULTY PERSONNEL FILE**

- a. The University shall maintain an Official Personnel File for each bargaining unit member. Such file shall contain a continuous record of the faculty member's status and shall contain copies of correspondence and transactions regarding the faculty member. All evaluations and recommendations of the faculty member's performance and letters of appointment, reappointment, promotion, tenure, and an annually updated Faculty Profile Form and curriculum vitae shall be maintained in the Official Personnel File which shall be housed in the Office of the Chief Academic Officer. A faculty member shall be notified in writing when

any document that could positively or adversely affect someone's employment is placed in his/her personnel file. Upon written request to the Chief Academic Officer, the faculty member shall have access to his/her Personnel File.

- b. The faculty member shall submit at the beginning of each academic year an updated Faculty Profile Form (see Appendix B), and curriculum vitae.

The Official Personnel File 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.

## **ARTICLE XXI: EMERITUS STATUS**

Faculty members appointed prior to September 1991 who retire with the rank of Professor and who have been full-time faculty at Adelphi for at least seven (7) years shall be granted the rank of Professor Emeritus. Faculty appointed in September 1991, and thereafter, who retire and who have been tenured full-time faculty at Adelphi for at least seven (7) years may be granted the rank of Professor Emeritus upon recommendation by the Faculty Committee on Retention, Tenure, and Promotion (FCRTP) to the President, and recommended by the President to the Board of Trustees.

Other faculty members can be granted Emeritus rank on the recommendation of the Faculty Committee on Retention, Tenure, and Promotion. In order to obtain this recommendation it must be established that meritorious service has been rendered.

Criteria for emeritus status shall include:

- a. distinguished service to the University
- b. distinguished teaching
- c. distinguished research, publication or the equivalent

Emeriti shall have the following rights and privileges:

- a. use of the library
- b. if available, use of laboratory facilities
- c. invitation to all faculty functions
- d. when available, office space, computer use and secretarial help for scholarly work
- e. permanent identification card
- f. continued listing in the catalogues of the respective schools and colleges.
- g. Notice of all University functions

h. Use of the gym and pool facilities

All other retired tenured faculty shall be entitled to all emeritus privileges except use of laboratory, office space and secretarial help, when available. However, all retired tenured faculty shall have access to a single office equipped for retired faculty with computer (e-mail) and telephone access.

## ARTICLE XXII: MISCELLANEOUS

### Section 1. Separability

- a. In the event any provision of this Agreement, in whole or in part, is declared to be unlawful, 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, and the remainder of the Agreement shall continue to be binding upon the parties hereto. In that event the parties shall, upon the request of either party, commence immediately to negotiate substitute provisions for all such affected provisions which are as close to the stricken provisions as possible.
- b. Separability of Articles VII, VIII, X, XI, XII, XVI, XVII, XVIII, and XXI.  
In the event that the collective bargaining agreement expires, or a collective bargaining relationship ceases to exist, the parties agree that the Articles, respectively, will remain in full force and effect and will continue to govern the rights and responsibilities of the faculty of Adelphi University and the University, until such time as a new collective bargaining agreement is reached by the parties or the provisions in the above mentioned Articles are amended by majority vote of the full faculty, with the consent of the AAUP bargaining chapter, and approved by the Board of Trustees of the University.

In the event that an alleged violation of the above cited Articles occurs after the expiration of the collective bargaining agreement, the rights and responsibilities set forth in those Articles can be enforced pursuant to the procedures set forth in the expired Collective Bargaining Agreement. An aggrieved member of the bargaining unit may use these provisions.

### Section 2. Physical Environment

The University, acting within its discretion, shall use its best efforts to provide faculty members with an appropriate environment for carrying out their duties as teachers and scholars within the resources of the University. This environment normally includes, among other things, clean classrooms, parking at existing fields, adequate lighting, and suitably equipped off-campus classrooms for off-campus programs.

### Section 3. Fringe Benefits Committee

A joint fringe benefits committee will be formed to review current health and insurance benefits and to discuss fringe benefit matters as they arise during the life of this Agreement.

## ARTICLE XXIII: DURATION OF AGREEMENT

The Articles and provisions of this Agreement shall be effective as of September 1, 2001, and continue in full force and effect until August 31, 2004.

IN WITNESS WHEREOF, the foregoing having previously been ratified by both the Board of Trustees of Adelphi University and the Adelphi University Chapter, American Association of University Professors, the parties hereto have executed this Collective Bargaining Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2001.

_____	_____
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