Collective Bargaining

Agreement

By and Between

HOFSTRA UNIVERSITY

-and-

THE HOFSTRA CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

September 1, 2021 through August 31, 2026

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AGREEMENT
between
HOFSTRA UNIVERSITY
and
THE HOFSTRA CHAPTER OF THE
AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS

PREAMBLE

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

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

ARTICLE 1: LIST OF DEFINITIONS

1.1 Administration. The Board of Trustees of Hofstra University, a private institution of higher education chartered by the Board of Regents of the State of New York, and such administrative officers as may be appointed by the Board of Trustees.

1.2 AAUP. The Hofstra University Chapter of the American Association of University Professors.

1.3 Faculty Member. For purposes of this Agreement, a member of the bargaining unit, as defined in Article 2.2 of this Agreement.

1.4 Regular Adjunct Faculty Member. A part-time member of the bargaining unit, as defined in Article 2.2 of this Agreement.

1.5 Bargaining Unit. Unit of employees as described in Article 2.2 of this Agreement.

1.6 Academic Unit. The academic units of the University included in the bargaining unit are the Schools identified in Article 1.11 below.

1.7 Departmental Personnel Committee (DPC). As defined in Article 5 of this Agreement.

1.8 College or Division Faculty Personnel Board (FPB). As defined in Article 5 of this Agreement.

1.9 University Appeals Board (UAB). As defined in Article 5 of this Agreement.

1.10 Joint Standing Committee (JSC). As defined in Article 4.8 of this Agreement.

1.11 School. When the term "School" is used in this Agreement, the following Schools are included:

Hofstra College of Liberal Arts and Sciences, including four (4) schools:

School of Humanities, Fine and Performing Arts
School of Natural Sciences and Mathematics
Peter S. Kalikow School of Government, Public Policy and International Affairs
School of Education

Frank G. Zarb School of Business
Hofstra Northwell School of Nursing and Physician Assistant Studies
Honors College
Lawrence Herbert School of Communication
Fred DeMatteis School of Engineering and Applied Science
School of Health Professions and Human Services

References to Schools shall also include the Library, unless the context provides otherwise.

ARTICLE 2: RECOGNITION OF THE AAUP

2.1 Role of AAUP. The Administration hereby recognizes the AAUP as sole and exclusive bargaining agent for the faculty and professional faculty librarians (as defined below).

2.2 Groups in Bargaining Unit. Included in the bargaining unit are all full-time faculty, those holding special status, those holding the title of assistant or associate chair, all regular adjunct faculty and all full-time and part-time faculty librarians. Adjunct faculty become members of the bargaining unit, *i.e.*, achieve "regular" status, after teaching nine (9) credit hours, over at least three (3) semesters within four (4) academic years.

2.3 Groups Excluded from Bargaining Unit. Excluded from the bargaining unit are: academic deans of all ranks; teaching deans; all department chairpersons or department heads; faculty holding visiting rank; speech clinicians; part-time faculty who do not meet the requirements of Article 2.2 above; military personnel serving in the Department of Military Science; all faculty members and professional staff, including librarians and clinicians, in the Law School and Medical School; all other administrative personnel of the University, all non-professional employees, and all other employees of the University not covered under Article 2.2 of this Agreement.

2.4 Eligibility to Represent Faculty. No person excluded from the bargaining unit as set forth in Article 2.3 shall represent the faculty on the University Senate or any of its committees, except that there may be one representative each from the Medical School and the Law School faculty.

ARTICLE 3: FACULTY STATUTES AND FACULTY POLICY SERIES

3.1 Role of FS and FPS. The parties hereby acknowledge that the Faculty Statutes (hereinafter "FS") and the Faculty Policy Series (hereinafter "FPS") constitute the fundamental documents which govern the rights and responsibilities of the Faculty of Hofstra University, subject to the provisions of this Agreement.

3.2 Parties Bound by FS and FPS. The provisions of the FS and FPS are binding upon the parties unless modified by or in conflict with this Agreement, in which case this Agreement will control, and the FS and FPS are hereby incorporated by reference into this Agreement.

3.3 Amendments to FS or FPS. During the term of this Agreement, no amendments to the FS or FPS or any University practice which would void, alter or in any way modify any provision of this Agreement will be enacted or effectuated without the consent of the AAUP.

3.4 Process for Amending FS or FPS. Any and all proposed amendments to the FS or FPS duly passed by the University Senate and Faculty or Faculty alone will be submitted to the President who will reply in writing or submit same to the Board of Trustees, which in turn will reply in writing (and where the reply is negative, will state its reasons therefor) within five weeks after the next meeting of the Board of Trustees, but in no event more than ninety (90) days after submission to the President.

3.5 Reservation of Management Rights. Management rights and functions, except those which are abridged by this Agreement, will remain vested in the Administration, except as provided in this Agreement.

ARTICLE 4: GENERAL RELATIONSHIP BETWEEN THE AAUP AND THE UNIVERSITY

4.1 Agreement between University and AAUP. This Agreement will be binding upon and is exclusively between the AAUP and Hofstra University. All rights and privileges claimed under the terms of this Agreement will be enforceable only by the AAUP and Hofstra University unless otherwise specifically provided herein.

4.2 Incorporation into Faculty Contracts. The rights, privileges and obligations of faculty members set forth in this Agreement will be incorporated into and made part of any individual contract of employment between a faculty member and the University; all such rights, privileges, and obligations claimed under such individual contracts of employment will be enforceable initially through the procedures hereinafter set forth in this Agreement or in the FS or FPS, whichever is applicable. In the event of a conflict between the terms of an individual contract and the terms of this Agreement, the latter will be controlling. This Agreement will be incorporated by reference in employment contracts issued to faculty members. The University will make copies of this Agreement, the FS and the FPS available on its website.

4.3 Other Organizational Structures. The presently constituted organizations within the University, *i.e.*, the University Senate or any other similar body composed in whole or in part of the faculty, will continue to function at the University, provided that the actions thereof may not directly or indirectly repeal, rescind, or otherwise modify the terms and conditions of this Agreement.

4.4 Right of AAUP to Conduct Business. Duly authorized representatives of the AAUP will be permitted to transact official AAUP business on University property at all reasonable times, provided that this will not interfere with or interrupt normal University operations or other faculty members in the performance of their duties.

4.5 Right of AAUP to Communicate with Faculty. The AAUP will have the right to post notices of its activities and matters of AAUP concern on faculty bulletin boards at locations hereafter to be agreed upon between the AAUP and the Administration. The AAUP will be permitted free use of intra-University mail and intra-University telephone service for communications to the faculty.

4.6 AAUP Office and Meeting Space. The Administration will provide the AAUP with an appropriate furnished office, accessible to persons with disabilities, in the main Administration building or in a building in close proximity to the main Administration building. In addition, the AAUP will be permitted use of appropriate facilities at the University for its larger meetings, so long as facilities are available and the AAUP complies with the rules and regulations relating to use of such facilities applicable to all members of the University community.

4.7 AAUP Departmental Support. The AAUP will be entitled to use the services of departmental secretaries for AAUP business, with the consent of the chairperson of the affected department, which consent shall not be unreasonably withheld. It is understood that the AAUP's use of such secretarial service will not interfere with the normal business of the department, and that the Administration will provide alternative secretarial service in the event that departmental secretarial service is not available.

4.8 Structure of Joint Standing Committee. A Joint Standing Committee (JSC) will be established each year consisting of eight (8) representatives: the President of the AAUP and three (3) representatives, chosen by the Executive Committee of the AAUP; and the Provost and three (3) other members of the Administration chosen by the President. The JSC will deal with problems and questions relating to this Agreement as well as those issues specifically delegated to it in this Agreement. This committee will meet at least twice each Fall and Spring semester each academic year. In addition, the committee will meet as necessary at the request of either of the parties. The committee will discuss and attempt to amicably resolve any and all issues other than those specifically provided for in other Articles of this Agreement.

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

5.1 Procedures for Appointment, Reappointment, Non-Reappointment, Promotion and Tenure. This Article and the appropriate sections of the FS and FPS shall govern initial appointment, reappointment, non-reappointment, promotion, and tenure policies for full-time members of the faculty; and appointment of special status members of the faculty.

1. Each department shall have three (3) types of personnel committees. The Departmental Personnel Committee (DPC) shall be responsible for reviewing initial appointments and reappointments of all full-time, and special status faculty; the Ad Hoc Promotion Committee shall be responsible for reviewing full-time faculty applications for promotion, except those made simultaneously with a tenure application; and the Ad Hoc Tenure Committee shall be responsible for reviewing all tenure applications. The procedures set forth below with respect to DPC procedures shall govern all three committees unless otherwise specified. Except as provided herein for the Library, the general steps which the above personnel recommendations shall follow shall be:

2. Departmental Personnel Committee (DPC) or applicable Committee and Department Chairperson make a recommendation to the

3. Dean, who

(a) Refers it to the School or Division Faculty Personnel Board (FPB) for a recommendation back to the Dean:

(1) in all tenure cases; or

(2) if the DPC's or the Department Chairperson's recommendations are for non-reappointment, or against promotion; or

(3) if the DPC's and the Department Chairperson's recommendations disagree on initial appointment; or

(4) if the Dean seeks advice or indicates preliminary disagreement with the DPC's and Department Chairperson's recommendations, which recommendations are in agreement.

(b) Makes a recommendation to the

4. Provost, who

(a) Refers it to the University Appeals Board (UAB) for a recommendation back to the Provost:

(1) if there is disagreement between the Dean's and the DPC's or applicable Committee's recommendation on tenure, initial appointment, reappointment, promotion, or non-reappointment of faculty; or

(2) if there is disagreement between the Dean's and FPB's recommendations; or

(3) if the Provost seeks advice or indicates preliminary disagreement with the FPB and Dean's recommendations, or with the DPC’s or applicable Committee's and Dean's recommendation, which recommendations are in agreement.

(b) Makes a recommendation to the

5. President; who makes a recommendation to the

6. Board of Trustees.

7. Personnel Review Procedures.

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

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

No faculty member under review shall be asked to provide nor shall such faculty member provide hard copies of any materials to any other person, including committees and administrators reviewing the case. Any request for hard copies shall be made to the Committee Chair only.

Where a signature or written consent is required by the provisions of this Agreement, a person may provide their signature or written consent (or non-consent) by e-mail, provided that the e-mail shall originate from the sender's Hofstra e-mail account. The person responsible for collecting the signatures shall maintain the record of the e-mail consents (or dissents) and shall attach to the document a note indicating the names of the persons from whom e-mail consents (or dissents) have been obtained, in lieu of attaching the e-mails to the document.

5.2 DPC Formation Procedures. By September 1 of each academic year the Department Chairperson shall invite all eligible members of each department to serve on a Departmental Personnel Committee (DPC). Except in departments with insufficient tenured faculty, only tenured and tenure-designate members of the department shall be eligible to serve on the DPC. In those departments which do not have sufficient tenured faculty any untenured members who have served in the department as full-time faculty for at least two (2) full years and who have not been denied tenure or reappointment are eligible to serve on the DPC.

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

Department Chairperson shall inform the Dean and the AAUP, in writing, of the faculty serving on the DPC and the name of the DPC Chairperson.

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

The DPC must include at least three (3) faculty members. If a department has fewer than three (3) full-time members who meet the above requirements and are willing to serve, additional members of the DPC shall be chosen by the department's full-time faculty from the tenured bargaining unit members of other related academic areas. If there are no tenured faculty in a department, the full-time faculty in the department shall choose a DPC Chairperson from among the tenured faculty in a related department. A representative to the FPB from another department in the same academic unit is ineligible to serve on the DPC.

In departments which have regular adjunct faculty (as defined in Article 2.2), one (1) or more regular adjunct faculty members, as set forth in Article 24, shall be elected annually by the regular adjunct faculty in the department to serve as a voting member of the DPC. The election shall be run by the Chair of the Department.

No faculty member may participate when the DPC considers a case involving the person or someone who is or was a member of the person's immediate family, or the person's domestic partner or significant other. Further, faculty members shall not be eligible to serve on a DPC case when it is considering the case of a candidate for promotion to a higher faculty rank than that held by the faculty member. In addition, a not-yet-tenured faculty member on the DPC shall not be eligible to serve on cases of reappointment when (1) the years of service of the candidate is equal to or greater than the faculty member and/or (2) the candidate is standing for reappointment at the same time as the faculty member. A department's representative to the FPB may serve on the department's DPC.

Each DPC shall adopt its own practices and procedures consistent with those in this Article 5 as well as those in the Faculty Statutes and Faculty Policy

Series, such procedures to be filed with the Department Chairperson, the Dean and the Provost as well as the AAUP.

For purposes of this Article 5.2, the Library shall be deemed a department.

5.3 Departmental Standards. In consultation with the full-time faculty members of the department and the Dean, and in accordance with FPS #15 and FS V, the function of each DPC shall be to develop, with the Department Chairperson, written department standards, policies and procedures relating to all personnel matters governed by this Article 5 and Article 24. Such standards, policies and procedures shall be filed with the Dean and the Provost as well as the President of the AAUP. If there is a disagreement between the DPC and the Department Chairperson in the development of these standards, policies and procedures, the matter shall be referred to the Dean for mediation; if the disagreement is between the Dean and a concurring Department Chairperson and DPC, the matter shall be referred to the Provost for mediation. Faculty members seeking promotion shall be evaluated per those standards in effect three (3) years prior to the year of application; in departments in which standards were not previously filed, the standards applied to other candidates in the department and/or related departments over the past three (3) years shall apply. Each DPC shall make its recommendations as set forth in this Article within such time periods as are targeted in Appendix A. The Department Chairperson and/or the Dean shall call initial meetings of the DPC to deal with pertinent matters.

5.4 (a) Procedures for DPC (or Applicable Committee) Recommendations. Each DPC shall examine the qualifications of candidates for initial full-time faculty appointment, reappointment, non-reappointment, and promotion and shall examine the qualifications of candidates for adjunct positions in accordance with Article 24. In performing this function, the DPC must convene at least one face-to-face meeting of its members. In deliberating on a candidate, the DPC shall consider all relevant material, including the material submitted by the candidate, annual evaluations, prior personnel recommendations, course and teacher ratings and peer observations, signed written communications about the candidate submitted to the committee and any oral testimony provided to the committee; anonymous communications and information received from secondary sources may not be used unless there is a credible and reasonable basis for concluding that the material is truthful and

accurate. Should the DPC wish to obtain additional information from other individuals who have knowledge of the candidate, those individuals should be asked to attend a meeting of the committee or to comment in writing. The Department Chairperson shall make available to the Chairperson of the DPC one copy of all peer review reports as well as prior DPC recommendations, prior Chairperson recommendations and annual evaluations. This material is confidential and is for the use of the DPC members solely during their deliberations. The review process shall include consultation with the Department Chairperson. Such consultation shall include either a meeting between the Department Chairperson and the DPC or a written exchange between the DPC and the Department Chairperson; discussions between individual DPC members and the Department Chairperson shall not be construed to meet the requirements of consultation with the DPC. Although the DPC may invite the Department Chairperson to meetings of the DPC as a resource person, the Department Chairperson shall not be present when the DPC deliberates and/or votes on a candidate's qualifications. All information regarding candidates that is received by the Chairperson of the DPC shall be shared with both the other members of the DPC and the Department Chairperson; all recommendations received by the Chairperson of the DPC from subsequent steps in the process shall also be shared with all members of the DPC.

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

DPC dissenting from either the results of the vote or the substance of the recommendation may submit a separate minority letter at the same time that the majority recommendation is submitted; such minority letters shall be distributed to all parties receiving the DPC recommendation.

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

In cases of initial appointment only, recommendations from the DPC, from dissenting members of the DPC and/or from the Department Chairperson shall not be forwarded to the affected individual; candidates who will not be recommended for the position shall be so notified by the Department Chairperson. Each DPC and Department Chairperson shall jointly develop procedures for communicating with successful candidates prior to receipt of the appointment letter from the President; such communication shall indicate the nature of any issues that the candidates should address prior to the consideration of their reappointment.

If the DPC's and the Chairperson's recommendations are in disagreement on initial appointment; or if either recommends non-reappointment, or against promotion; or if the Dean indicates preliminary disagreement with the DPC's and Department Chairperson's recommendations, which recommendations are in agreement; prior to making their recommendation, the Dean shall forward the case to the School, College or Divisional Faculty Personnel Board (FPB) for its review and recommendation.

(b) Library Procedures. In Library departments in which there are Library faculty and in which there is not a Department Chairperson, the

administrator to whom the Library faculty in that department report shall perform the functions assigned by this Article 5 to the Chairperson.

The Library faculty shall have the same rights and responsibilities in respect to the Chairperson role of the individual performing the functions assigned by this Article 5 to the Chairperson as are specified for teaching faculty in FPS #13 and Article 23 of this Agreement.

5.5 Procedures for Adjunct Faculty. See Article 24.

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

This evaluation shall be conducted so that the faculty member is able to cooperate in the initial stages of compiling evidence, is informed of the progress through channels of their recommendation, and is able to register agreement or disagreement with the recommendation of their Chairperson and Academic Dean. This evaluation process shall adhere to the timetable set forth in Appendix A.

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

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

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

(b) Pre-Tenure Letter. Prior to the end of the first semester of the year before the faculty member stands for tenure, each probationary faculty

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

(c) Dissemination of Standards. After a department files its standards, policies and procedures for reappointment, tenure and promotion as per Article 5.3 of this Agreement, the Department Chairperson shall be

responsible for disseminating that information to faculty. Such dissemination shall include, but not be limited to, the following:

(1) Prior to the end of a faculty member's first semester of full-time faculty service, the Department Chairperson shall send to the faculty member, with a copy of the cover letter to the Dean, the department's standards for reappointment, tenure and promotion and the documentation necessary to evaluate the faculty member on those standards; this document shall serve as the basis for evaluating the faculty member for tenure.

(2) Prior to the end of the first semester of the fifth year of a faculty member's tenure probationary period, the Department Chairperson shall send to each probationary faculty member, with copies to the Provost, Dean and DPC Chairperson, a memorandum indicating the documentation that will be required for making a tenure recommendation. This memorandum shall note the number of peer observations in the candidate's file and shall describe the criteria for tenure as identified in FPS #15 and as interpreted in respect to the standards adopted by the faculty member's department. Tenure candidates with reduced tenure probationary periods shall receive this notification at the end of the semester prior to the semester in which they will stand for tenure.

5.7 Ad Hoc Tenure and Ad Hoc Promotion Committees. Each department shall establish Ad Hoc Tenure and Ad Hoc Promotion Committees consisting of full-time faculty members in accordance with the FPS. The procedures below shall govern both types of Committees. In the Library, the Ad Hoc Tenure Committee shall be formed from among the tenured and tenure-designate faculty in the unit. If an insufficient number of eligible faculty are available to serve on a Committee, the full-time faculty of the unit shall elect, by majority vote, additional members from other units in the University. In a promotion case, the candidate may submit a list of those faculty whom they believe are best suited to serve on the Committee prior to the election. Procedures described in the FPS shall be followed. Allegations of a breach of the FPS or the FS shall be referred to the Joint Standing Committee for resolution. Notwithstanding the above, however, the AAUP may grieve a breach of procedures.

Minutes of the Committee are to be made part of the file; in order to retain the confidentiality of the discussion, minutes shall record the procedures and actions of the committee and the topics under discussion, but shall not record substantive statements about the candidate's qualifications. Should the Committee wish to get additional information from other individuals who have knowledge of the candidate, those individuals should be asked to attend a meeting of the Committee or to reply in writing. The Department Chairperson shall make available to the Chairperson of the Committee one copy of all peer review reports as well as prior DPC recommendations, prior Chairperson recommendations and annual evaluations. In deliberating on a candidate, the Committee shall consider all relevant material, including the material submitted by the candidate, annual evaluations, prior personnel recommendations, course and teacher ratings and peer observations, signed written communications about the candidate submitted to the committee and any oral testimony provided to the committee; anonymous communications and information received from secondary sources may not be used. This material is confidential and is for the use of the Committee members solely during their deliberations.

The written statements about the candidate that are shared by the members of the Committee prior to their decision are not to be included in, or forwarded with, the file. However, any member of the Committee may forward their statement in accord with the procedures specified for minority letters in FPS #15. All letters included in the file that are written about a candidate by administrators or, individually or jointly, by members of peer review bodies (*i.e.*, the Ad Hoc Tenure or Promotion Committee, the FPB or the UAB) reviewing the case must be shared with the candidate. In the case of minority letters, however, the candidate shall receive a copy with the signatures removed.

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

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

5.8 Transmission of Ad Hoc Tenure and Ad Hoc Promotion Committees' Recommendations. The written recommendation of the Committee shall be forwarded to the Dean, with copies to the individual faculty member, to the Department Chairperson, and the President of the AAUP.

5.9 (a) Faculty Personnel Board. Each School and each division of the Hofstra College of Liberal Arts and Sciences shall establish a Faculty Personnel Board. The FPB shall consist of one tenured or tenure-designate faculty member and one alternate from each department to be elected by all full-time faculty from the department.

(b) Library. The Faculty Personnel Board for the Library shall consist of the Chairpersons of all of the other Faculty Personnel Boards. Each FPB shall elect an alternate to sit on the Library FPB if the Chairperson is unable to do so. The Library Faculty Personnel Board shall be required to have present a full-time tenured library faculty member as a non-voting resource person during its deliberations. Each Ad Hoc Tenure Committee in the Library shall elect one of its members and one alternate to sit as the resource person on the FPB when it deliberates on the candidate(s) for whom that committee made a recommendation. The Library DPC shall annually elect one of its members and one alternate to sit as the resource person on the FPB when it deliberates on the candidate(s) for whom that committee made a recommendation. In addition, one (1) adjunct faculty member and one (1) alternate shall be elected by the adjunct faculty serving on the other FPBs represented in the membership of the Library FPB from among their members; the adjunct faculty member sitting on the FPB shall vote only on matters relating to adjunct faculty. When adjunct faculty matters are under review, a regular adjunct Library faculty member as defined in Article 2.2 of this Agreement shall also be invited to participate as a non-voting resource person; the adjunct faculty Library resource person shall be elected annually by the regular adjunct Library faculty, such election to be administered by the Chairperson of the DPC. The function of Library faculty serving as resource persons shall be to explain the nature of librarianship responsibilities and not to advocate for or against the candidate.

(c) FPB Procedures. A member of the Faculty Personnel Board may not be present for, nor participate in, any discussion of, or decisions

involving, faculty from their own department at the FPB level. Therefore, for any School or division having two or fewer departments, an additional member of the FPB will be elected from among the other faculty in the respective School or division. The FPB may invite representatives with knowledge of the candidate or issues of concern to meet with the Board; such representatives may include the Department Chairperson but not the departmental FPB representative (unless the DPC or Ad Hoc Tenure or Promotion Committee has designated that individual to be their representative). The provisions of Article 5.17 must be followed in respect to members of the DPC or Ad Hoc Tenure or Promotion Committees; individual members of these personnel committees may not be invited to the FPB unless selected as their representative by the Committee. Such representatives shall not violate the confidentiality of specific committee members; their function is to provide further explanation/elaboration of the basis for the Committee's recommendation.

5.10 FPB Term and Chair Selection. Each full-time FPB member shall be elected for a term of two (2) years providing that they remain a full-time faculty member during such period; each adjunct faculty member of the FPB shall be elected for a term of one (1) year. The term of the members of the FPB shall be from September 1 to August 31. However, in the event of the establishment of a new school or division, requiring the establishment of a new FPB, initially, half of the full-time members of such FPB shall be elected for a term of one (1) year and half for a term of two (2) years. Thereafter, each member shall serve for a term of two (2) years provided that they remain a full-time faculty member during such period. Members of the FPB may normally serve for no more than two (2) consecutive terms.

Each FPB shall elect a Chairperson from among its members. Initially, the Chairperson shall be elected from among the members of the FPB who are serving two (2)-year terms. The Chairperson shall be primarily responsible for the timely and effective administration of that FPB. When the FPB is considering the case of a faculty member from the department of the Chairperson of the FPB, a pro-tem Chair shall be selected who shall take over all responsibilities of Chairperson of the FPB in regard to that faculty member.

5.11 FPB Vacancies. Any vacancy occurring on a FPB shall be filled for the remainder of the term by a special election of the affected unit within thirty (30)

days of such vacancy. The alternate FPB representative elected in accordance with Article 5.9 of this Agreement shall substitute for the regular FPB representative for whom they are an alternate should the regular member be temporarily unable to perform the functions of the position.

5.12 FPB Procedures. The function of each FPB shall be to review and make recommendations in all situations described in Article 5.13 below. The deliberations of the FPB shall include review of issues raised in previous recommendations as well as a consideration of whether appropriate criteria have been uniformly applied. Each Faculty Personnel Board shall establish its own procedures provided that such procedures do not contravene any provisions of this Agreement. At the time such procedures are established they must be filed with the Dean, the Provost and the President of the AAUP.

5.13 FPB Recommendation Procedures. The Faculty Personnel Board shall make recommendations to the Dean in personnel cases for full-time members involving initial appointment, reappointment, tenure, and promotion in the following situations:

(a) when the DPC's and Chairperson's recommendations are in disagreement on initial appointment; or

(b) when the DPC's or Chairperson's recommendations are for non-reappointment, or against promotion; or

(c) in all tenure cases, except those in which the FPB has opted for only an accelerated review as indicated below, in which case the FPB's concurrence shall be presumed; or

(d) if the Dean indicates preliminary disagreement with the DPC's and Department Chairperson's recommendations, which recommendations are in agreement.

In those tenure cases where the Department Chairperson concurs with a unanimous positive recommendation of the Ad Hoc Tenure Committee, and the Dean neither seeks additional advice nor indicates preliminary disagreement with those recommendations, an accelerated review by the FPB shall be presumed. The Dean shall notify the members of the FPB, in writing, that the Committee has until February fifteenth or fifteen (15) calendar days

from the date of such notification, whichever is later, to submit a statement of intent to undertake a full review of the case. In the absence of a statement of such intent by the designated date, the concurrence of the FPB shall be assumed. The Chairperson of the FPB shall be responsible for determining the sentiment of the Committee, obtaining the necessary signatures for the statement of intent, and informing the Dean of the decision of the FPB. A full review shall be undertaken if at least two (2) of the members of the FPB vote in favor of such review; any member of the FPB may submit a minority opinion concerning the decision for an accelerated review.

The Faculty Personnel Board shall notify the candidate when their case will be heard and shall allow the faculty member being reviewed to appear in person if they so request. The Deans shall provide the Faculty Personnel Board with all relevant information in each case, within the time limits set forth in Appendix A annexed hereto.

In tenure cases, should the FPB indicate preliminary disagreement with concurring recommendations of the Department Chairperson and the Ad Hoc Tenure Committee, the FPB shall, prior to writing its final recommendation, separately meet to discuss its concerns with the Department Chairperson, the individual involved, and a representative from the Ad Hoc Tenure Committee. In such cases, the FPB Chairperson shall notify the Chairperson of the Ad Hoc Tenure Committee, who shall arrange for the election of the committee member with whom the FPB shall consult. Should the final recommendation of the FPB be in disagreement with the concurring recommendations of the Ad Hoc Tenure Committee and Department Chairperson, the Ad Hoc Tenure Committee and the Department Chairperson shall respond to the FPB recommendation; the individual involved may also submit a response. Such responses shall become part of the file, with copies sent to the individual and the President of the AAUP. In split decisions, the FPB recommendation must indicate the number of concurring and dissenting votes and must reflect both majority and dissenting views of the candidacy.

All members of the FPB must have an opportunity to review and comment on the recommendation before it is sent; the recommendation must be signed by at least two-thirds (2/3) of the members voting on the case. A faculty member's signature indicates that the recommendation accurately reflects the points made during deliberations; the signature does not necessarily indicate agreement with the results of the final vote. A member of the FPB dissenting

from either the results of the vote or the substance of the recommendation may submit a separate minority letter at the same time that the majority recommendation is submitted; such minority letters shall be distributed to all parties receiving the FPB recommendation. All letters and recommendations must be signed; however, the faculty member under review shall receive copies of minority letters with the signatures removed.

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

5.14 University Appeals Board (UAB) Recommendation Procedures. The UAB shall make recommendations to the Provost in personnel cases covered by this Article for full-time faculty members from the School or division when the Dean's and FPB's recommendations are in disagreement, or if the Dean's and DPC's or Ad Hoc Tenure or Promotion Committee's recommendations are in disagreement on tenure, initial appointment, promotion, or non-reappointment; or if the Provost indicates preliminary disagreement with the FPB's and the Dean's recommendation, or with the DPC's or Ad Hoc Tenure or Promotion Committee's recommendation and the Dean's recommendation, which recommendations are in agreement.

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

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

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

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

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

(b) UAB Terms. The two (2) regular members of the UAB designated by the AAUP and the two (2) regular members of the UAB designated by the Provost shall serve a two (2)-year term to begin February 1 and end January 31. The fifth member of the UAB shall serve a one (1)-year term to begin on February 1 and end on January 31. Those designated

for the UAB Alternate/Fifth Member List shall remain on the list for two (2) years. The terms of regular members of the UAB shall be staggered so that the term of one (1) regular member designated by the AAUP and the term of one (1) regular member designated by the Provost shall begin in an odd-numbered year and the term of the other regular member designated by the AAUP and of the other regular member designated by the Provost shall begin in an even-numbered year. The terms of those on the UAB Alternate/Fifth Member List shall also be staggered so that the terms of two (2) of those designated by the AAUP and two (2) of those designated by the Provost shall begin in an odd-numbered year and the terms of the other two (2) designated by the AAUP and the other two (2) designated by the Provost shall begin in an even-numbered year. All terms are renewable.

(c) UAB Alternates. The alternates shall replace permanent members of their own side whenever an appeal comes from a unit of which they are a member. The alternates, designated by the AAUP and the Administration respectively, shall represent units other than those represented by the original two (2) members, and shall replace them when an appeal comes from a unit to which the original members belong, so that no member of the UAB shall ever have jurisdiction over an appeal pertaining to their unit. Alternates may also substitute for regular members in cases of illness or unavoidable absence. Members of the UAB and alternates designated by the Provost who participated in the formulation of the Provost's position on a particular matter that is before the UAB may not serve on the UAB in connection with its consideration of such matter. No member of the UAB shall sit on a case in which they have previously been involved nor shall a member of the UAB participate in a case for which they submitted a written statement or recommendation, in which they have taken a position before an administrator or peer-review committee evaluating the case, or in which they have declared a position in regard to the individual under review.

(d) UAB Procedures. The UAB shall establish its own procedures, provided that they do not contravene any provisions of the Agreement. The Provost and the AAUP shall convene an initial meeting of all regular members and alternate members of the UAB within the first month of each Spring semester. At this meeting, the regular members of the UAB shall select a Chairperson from among the regular members who

have served at least one (1) year. In addition, the Provost or their representative and the President of the AAUP or their representative shall instruct the UAB of its responsibilities; the Provost and the AAUP may each invite an attorney to be present at this meeting.

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

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

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

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

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

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

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

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

5.17 (a) Article 5 Procedures - Form and Timing. All recommendations covered by this Article shall set forth the reasons for the conclusions being reached in the recommendation and shall comment on the previous recommendations, if any. Such recommendations shall be dated and signed by the appropriate University official or Chairperson of the appropriate committee, and shall include the names of the committee members. The timing of such recommendations shall adhere to the timetable in Appendix A.

(b) Article 5 Procedures - Process. Each faculty body (including the UAB) and administrator shall forward copies of their recommendation or decision to every other faculty body or administrator who has considered or shall consider the case.

Such copies shall be forwarded within five (5) days after the recommendation or decision is issued. The affected faculty member shall be entitled to submit written comments regarding any recommendation or decision to the next step in the process; such comments shall be submitted within twenty-one (21) days of receipt of the recommendation and need not be submitted to the faculty committees or administrators who have previously reviewed the case. A committee or administrator asking for additional information about issues raised in a candidate's response to a previous recommendation may share a copy of the candidate's response with the individual or committee writing the recommendation to which the candidate is responding.

The deliberations of each faculty committee are to be held in strict confidence. Individual members of faculty committees reviewing a case shall not meet individually to discuss that case with administrators or other faculty committees reviewing the case except when the faculty member is designated to do so by the committee. If an administrator or

faculty committee feels that they need additional information about a recommendation from a faculty committee that has previously considered a case, the administrator or faculty committee may request written clarification or elaboration of the recommendation. Such clarification or elaboration is to be approved by the committee as a whole prior to submission.

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

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

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

(c) Article 5 Procedures - Notice of Delay. If the DPC, Ad Hoc Tenure or Ad Hoc Promotion Committee, Chairperson, or FPB fail to issue a recommendation within two (2) weeks of the target date or within two (2) weeks of receiving all necessary material including prior recommendations, whichever is later, he, she, or they shall notify the affected individual and the Dean of the reasons for the delay and an

expected date for the issuance of such recommendation. However, the failure to issue a recommendation or notification within the time limits specified above shall not be subject to the grievance and arbitration provisions contained in this Agreement.

5.18 University Notice to FPC to Commence Procedures. The University shall notify the appropriate faculty personnel committee of the need to commence the applicable procedure under this Article in each case. If the University has not received the written recommendations of the appropriate faculty personnel committee hereunder within two (2) weeks of written notice to the defaulting faculty personnel committee from the Chairperson, Dean or Provost requesting such recommendations, the Chairperson, Dean or Provost can submit their recommendations on such matters without receiving such recommendations.

If the Dean or Provost fails to issue a recommendation within two (2) weeks of the target date or within two (2) weeks of the receipt of all appropriate prior recommendations, whichever is later, they shall notify the affected individual and the DPC of the reasons for the delay and an expected date for the issuance of such recommendation.

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

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

5.21 AAUP Notice of Article 5 Recommendations. The President of the AAUP, promptly after the date of the recommendation and final decision, shall receive copies of the recommendations, to which this Article 5 applies, of the DPC, Ad Hoc Tenure Committee, Department Chairperson, FPB, Dean, UAB, Provost, and of the final decision of the President and Board of Trustees as applicable.

This Article 5.21 of the Agreement shall not be interpreted to limit or restrict any other right to information which the AAUP may have concerning the decisions and procedures provided in Article 5.

5.22 Provost Recommendation.

(a) The Provost, in making their recommendation to the President on all personnel decisions covered by this Article, shall give great weight to the recommendation of the UAB.

(b) If the Provost disagrees with the recommendations of the UAB in any decisions covered by this Agreement, they shall provide the UAB, AAUP, and all other appropriate parties with good and sufficient reasons for their disagreement, in writing.

5.23 Board of Trustees' Action.

(a) It is understood that any litigation commenced by the AAUP under Article 5.22 wherein it is contended that the reasons given by the Provost are not "good and sufficient" shall not be commenced until after the Board of Trustees has acted (where appropriate) or has failed to act within a reasonable time on such case.

(b) It is further understood that the Board of Trustees' right to make a final decision for the University in a matter under Article 5.22 shall not be asserted as a defense to any action brought by the AAUP contending that the Provost's reasons were not "good and sufficient."

ARTICLE 6: WORKING CONDITIONS

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

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

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

6.2 Normal Work Year. The normal work year for all full-time faculty, excluding those in the Library, includes the Fall and Spring semesters and shall begin with the first day of the final enrollment services period in the Fall (not to be more than ten (10) days prior to the start of classes) and shall end after the Spring commencement exercises for the faculty member's unit. The normal work year does not include University holidays or the January intersession, except that faculty are expected to be available during the January final enrollment services period for the Spring semester. The work year for the Library shall be as set forth in Article 9 of this Agreement.

6.3 Teaching Load. The teaching load shall be eighteen (18) semester hours during a twelve (12)-month period, commencing with the Fall semester, normally divided into two (2) semesters, Fall and Spring, normally consisting of nine (9) semester hours each semester for all faculty, other than those in the Library (See Article 9).

Any modifications to this distribution must receive prior approval, in writing, of the Provost. Without the prior approval of the Provost, no fewer than six (6) semester hours of base load may be carried during either the Fall or Spring semesters unless a faculty member is on partial general leave or is redeeming previously banked semester hours per Article 6.5. Without prior approval, in writing, of the Provost, a faculty member's base load is expected to include at least six (6) hours of regular classroom teaching. Including the on-load conversion of all activities compensated by per capita stipend payments, no more than sixteen (16) semester hours may be carried during either the Fall or Spring semesters unless the faculty member has carried assignments that exceed this maximum for two (2) of the six (6) regular semesters preceding the Fall 1996 semester. Faculty who meet this criterion may, in a regular Fall or Spring semester, carry a maximum load equal to the lower of (a) eighteen (18) semester hours or (b) the highest number of semester hours taught, including the on-load conversion of all activities compensated by per capita and stipend payments, in the six (6) regular semesters preceding the Fall 1996 semester.

Full-time faculty may, at the faculty member's option and dependent upon the needs of the department, carry a maximum workload of eight (8) credits in any one (1) summer session. Faculty shall not be required to teach in the summer sessions nor are they guaranteed summer session teaching assignments. Teaching performed in the summer session can be applied to base load upon prior request of the faculty member concerned and approval, in writing, by the

Department Chairperson, the Dean and the Provost. However, faculty shall normally be permitted to bank three (3) summer session credits once every year. Notwithstanding the above, faculty who are restricted by state regulations from taking overload during the Fall and Spring semesters may normally bank nine (9) summer session credits over two (2) years, with no more than six (6) credits in any one (1) summer.

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

6.4 Courses with Low Enrollment.

(a) A semester hour of teaching load shall be defined as a semester credit hour for all faculties except for those teaching courses that are compensated on a per capita basis; those teaching laboratory courses; and those continuing faculty teaching non-major service courses in physical education. Faculty shall be compensated for these assignments in accordance with past practice. The continuing faculty compensated per past practice for teaching physical education non-major service courses shall include those appointed to teach such courses prior to September 1, 1996 and who continue to teach such courses when offered to them. If a continuing faculty member twice in succession, except when on approved leave, declines to teach all non-major physical education service courses offered to them that they normally teach (in a semester in which they normally teach), compensation shall be on a semester hour basis should the faculty member resume teaching such courses at a later date.

(b) With the permission of the Dean and the Provost, and in consultation with the faculty member assigned to teach the course, a Department Chairperson, in lieu of canceling a course for low enrollment, may:

(1) Continue the class on load, but reduce the load of the class; or

(2) Pay the faculty member on a per capita basis as specified in Article 8.

(c) The following criteria shall be considered when making this decision:

(1) The method in which the class is taught (lecture, lab, discussion, etc.);

(2) The normal enrollment limit of the class;

(3) The actual enrollment compared to historical average enrollment of the specific class;

(4) The level of the class (lower undergraduate, upper undergraduate, master's level, doctoral level);

(5) The purpose of the course (*e.g.*, required for degree, for major).

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

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

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

The University agrees that prior to the commencement of the Spring 2017 Semester, the parties will negotiate new provisions of the Graduate Director MOA which allow faculty the option to be paid a stipend or to take release time

as compensation with the objective of keeping the agreed upon changes cost neutral. The provision which prohibits faculty who select release time from teaching on an overload basis will be eliminated. The current Graduate Director agreement shall remain in effect until the new agreement is reached.

The University shall continue to maintain at least the current schedule of stipend awards and released time for those Undergraduate Directors who currently receive such compensation. Any changes in either released time or the schedule of stipend awards approved by the Joint Standing Committee for Graduate or Undergraduate Directors shall be negotiated with the AAUP.

For per capita assignments and those activities compensated through either released time or the assignment of load, the faculty member has the option of taking the assignment on load, accepting overload or per capita compensation, or banking the credit as per Article 6.7, although summer assignments shall normally be paid as overload. With the prior approval, in writing, of the Department Chairperson, the Dean and the Provost, compensation for summer assignments of this nature may be taken on load and banked as per Articles 6.3 and 6.7. Compensation for those assignments normally compensated through a stipend (*e.g.*, assignments to the Center for Teaching and Scholarly Excellence; coordination of Cultural Center events) may not be converted to load.

6.6 Faculty without Full Teaching Loads.

(a) Faculty members without full teaching loads may owe up to three (3) semester hours per semester, up to a maximum of six (6) semester hours, for up to two (2) years. All credits owed must be repaid within twenty-four (24) months of the end of the semester during which they were accrued; they may be repaid during any summer, intersession, or regular Fall or Spring semester within the following two (2) years, provided it is agreed to by the faculty member involved, the Department Chairperson, and the Dean with the written approval of the Provost. If no courses are available for which the faculty member is qualified to teach, the faculty member may be placed in a pool for other assignments within the University. A faculty member may decline a course that they do not normally teach and for which they deem themself unqualified; where a faculty member expresses a desire to teach a course for which the faculty member's credentials

are in question, the faculty member's qualification is to be determined by the Department Chairperson in consultation with the DPC, with disagreements referred to the FPB for recommendation to the Dean, whose decision shall be final. Work assignments shall be based on a formula of one (1) credit hour for thirty (30) hours of work. An attempt shall be made to provide faculty in the pool with appropriate assignments which meet the needs of the University and which can be justified on financial grounds.

(b) Faculty who experience underloads in any of the academic years ending August 31, 2024 may owe up to three (3) credits per semester up to a maximum of nine (9) credits including any credits currently owed for up to three (3) years. Any faculty member who has made a good faith effort to make up the underload and leaves the University before making up the underload shall not be required to repay the underload.

6.7 Overload Compensation. Overload payments shall be made when the number of semester hours taught exceeds nine (9) in a semester or is projected to exceed more than eighteen (18) semester hours in a given academic year, except where the faculty member owes semester hours or is banking hours. A course may only be taken on overload if all full-time faculty members throughout the University who are deemed qualified to teach the course by the DPC and the Chairperson of the affected department have been assigned full loads for that semester. Full-time faculty members may not teach more than seven (7) credits on an overload basis each semester. Faculty shall not be required to teach overload nor are they guaranteed overload assignments. Intersession and summer sessions shall normally be paid as specified in Article 8.11 and Article 8.12 of this Agreement.

When the faculty member has more than their normal base load assignment during a given academic year as defined in Article 6.3, the faculty member shall be compensated, at their election, either by overload payment or banking of credits up to the limits specified. Faculty may normally bank up to four (4) credits per semester for a maximum of nine (9) semester hours for up to three (3) years. The approval of the Department Chairperson, the Dean and Provost is required for banking in excess of four (4) credits in any one (1) semester. Faculty may redeem banked hours in any regular semester; when a faculty member is on medical leave, maternity or parental leave, or general leave,

banked hours may, at the discretion of the faculty member, be applied toward segments of the semesters not covered by paid leave. Banked hours may also be used to cover segments of medical leave for which faculty are obliged to pay replacement costs; in such cases, the number of banked hours required shall be equal to the percentage of the replacement cost to be borne by the faculty member multiplied by the number of hours replaced. If the faculty member has not used banked hours by the end of the three (3) -year period, they shall be compensated at the overload rate at the time the hours were earned. The faculty member may at any time choose overload compensation rather than banking hours.

6.8 Faculty Time on Campus. The parties agree that faculty members shall spend sufficient time on campus to carry out all their professional responsibilities effectively.

6.9 Other Faculty Responsibilities. The parties agree that as part of their duties full-time faculty members are expected to:

(a) Engage in advisement of students: full-time faculty shall schedule the equivalent of one (1) office hour per week for each three-credit course taught per semester plus an additional hour by appointment each week as needed, and shall schedule the equivalent of two (2) additional office hours during the first week of classes, a total of three (3) additional office hours during the Pre-registration period, and a total of three (3) additional office hours in the period including the last two (2) weeks of classes and the final examination period but not later than the faculty member's last scheduled final examination. Variations on this distribution shall be made with concern for the needs of the students, the department and the faculty member involved; all variations require the approval of the Department Chairperson and the Dean.

(b) Attend department meetings and meetings of the school and college as well as University faculty meetings.

(c) Participate in various student-related activities, including, but not limited to, registration and recruitment events (both assigned by department chairs on a rotating basis) and University-wide convocations.

(d) Participate in commencements involving the faculty member's specific unit on a regular basis, normally at least once every two (2) years.

(e) Full-time faculty members shall notify the Provost if they are employed to teach at another institution of higher education.

6.10 Faculty Responsibilities - Grades. The parties agree that as part of their duties faculty members must:

(a) Administer final examinations (or, when an examination is not appropriate, hold a class meeting) during the final examination period, and follow the published time schedule. All exceptions to this rule for giving final examinations must be approved in writing by the Department Chairperson and the Dean.

(b) Submit grades as soon as possible from the time the final examination is given, but in any event, no later than December 29 for the fall semester, and the first Friday after graduation for the spring semester.

6.11 (a) Enrollment Limits. The enrollment limit of each course shall be determined by means of the regular curriculum review process; the enrollment limit shall be included on the proposal submitted by the department and shall require the written approval of the Department Chairperson, the unit's curriculum review committee, the Dean (after approval by the unit's faculty) and the Provost, whose decision is final. Proposals for a change in the enrollment limit shall follow the same process. In the event that an increase of enrollment limits is sought, the AAUP must be notified at the same time as a request for such an increase is submitted or generated for initial review by the unit's curriculum review committee.

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

In the event that registration for a class meets the agreed upon enrollment limit, the class size may not be increased by more than three (3) students or ten (10%) percent of the enrollment limit, whichever is greater, without written permission of the faculty member teaching the course.

(b) Cancellation of Courses. The Department Chairperson shall consult with appropriate program faculty prior to cancellation of courses for low enrollment. The decision to cancel shall take into account the following factors:

(1) Program needs of students
(2) Pedagogical nature of the course
(3) Frequency of course offering

6.12 Faculty Lines. The number of faculty lines (full-time equivalents) in each department shall be determined by the appropriate Dean in consultation with the Chairperson and the DPC, subject to the approval of the Provost. The number of full-time equivalent lines shall be based on projected enrollment in student semester hours, specific curriculum requirements of each department and the number of sections required. Unresolved disagreements shall be submitted to the University Appeals Board (UAB) for its recommendation to the Provost in accordance with Article 5.14.

6.13 Teaching Schedules. Teaching schedules and course assignments shall be made reasonably and fairly and with consideration for departmental and individual faculty needs and with timely notification to faculty. Assignments must be made in accord with Article 6.6; fulfilling base-load requirements for full-time faculty shall take priority over overload assignments and assignments to adjunct faculty.

6.14 Maintaining Enrollment Limits. Effort shall be made to maintain class size within the established enrollment limits. However, the University may encourage increased productivity among faculty by assigning additional base load credit for classes which, with the approval of the Department Chairperson, reach a size significantly in excess of the norm. For three (3) credit courses in which the enrollment limit is at least thirty (30), one (1) credit will be granted if the enrollment exceeds the enrollment limit by thirty (30%) percent, two (2) credits if it exceeds the enrollment limit by sixty (60%) percent and three (3)

credits if it exceeds the enrollment limit by ninety (90%) percent. Notwithstanding the above, the Provost may designate courses with high enrollment limits for which additional faculty credits may be granted. Double sections are not affected by this article.

6.15 Classroom Observations. Any Chairperson who does a classroom observation shall follow the procedures in Section V (Observation Protocol) of FPS #46. Except in extenuating circumstances (*e.g.*, complaints of a serious nature), any Dean who does a classroom observation shall inform the faculty member of their intent and shall arrange a mutually convenient time for the observation. The Dean shall provide the faculty member with a written summary of their assessment of the class by the end of the semester in which the observation takes place.

6.16 Faculty Defense and Indemnification. The University shall defend any faculty member who is made a defendant in any action or proceeding before any court or government agency involving the performance of their duties as such faculty member, including, but not limited to, teaching duties, acting as a committee member or faculty officer, from and against any losses or liability arising out of such action, unless such faculty member shall be found to have been guilty of intentional misconduct, gross negligence or to have acted in bad faith or outside the scope of their duties as a faculty member. This Article shall not be construed to limit or restrict any rights of indemnity to which any faculty member may be entitled by law.

6.17 Special Leaves.

(a) During the term of this Agreement and the next ensuing year thereafter, the number of special leaves granted by the University shall be equal to thirteen and one-half (13.5%) percent of the number of full-time faculty in the bargaining unit who have completed at least five (5) years of full-time teaching at the University as of the commencement of the Fall semester in which the leaves are granted. The number of full-time faculty in the bargaining unit with at least five (5) years of full-time teaching at Hofstra shall include all current members of the bargaining unit who have five (5) or more years of continuous full-time service at Hofstra, including time served as a Department Chairperson but excluding time served as a full-time administrator. In calculating the number of years of full-time teaching for faculty who assumed an

administrative appointment at the University prior to receiving tenure, the number of years of full-time teaching shall begin with the commencement of the faculty member's current tenure probationary period; for faculty tenured prior to assuming an administrative position at the University, the number of years of full-time teaching shall include all years of service as a full-time faculty member or Department Chairperson. These leaves shall include both Special Scholarly Leaves and Special Teaching Leaves. The criteria for Special Scholarly Leaves and the application process for these leaves shall be as described in FPS #22; the criteria shall include a review of the outcome of any prior Special Leave.

(b) Special Teaching Leaves shall be granted for projects or activities related to teaching excellence. Criteria for these leaves, which shall be comparable to those for Special Scholarly Leaves, shall be developed by the Faculty Affairs Committee of the Senate and approved by the Joint Standing Committee. Application for such leaves shall be submitted through the individual's Department Chairperson, who shall forward the application with their recommendation, to the Faculty Affairs Committee. Thereafter, the process shall be the same for Special Teaching Leaves as for Special Scholarly Leaves as specified in FPS #22. Faculty may be awarded a Special Leave for one (1) semester at full-pay, or two (2) semesters at half-pay.

(c) Chairpersons or other Administrators who apply for a leave to be taken in a year subsequent to their resignation or subsequent to the completion of their term shall follow the same application procedure as faculty members, and leave, if granted, shall count against the Special Scholarly Leaves described in this Article. Leaves granted to faculty members who become Administrators shall revert to the pool of Special Scholarly Leaves.

(d) In the event that any leaves are not awarded in a particular year, those leaves shall be awarded in subsequent years. Any faculty member recommended by the Provost for a leave, but whose leave must be deferred, shall be assured of such a leave in the ensuing year.

(e) In no instance shall a faculty member have a Special Leave of either type more frequently than specified in FPS #22.

(f) A synopsis of the research or project outcomes shall be made available within three (3) months of the end of the Special Leave and shall be posted on the Digital Measures website.

(g) No faculty member who has filed an irrevocable retirement declaration or a reduced teaching load request shall be eligible for a Special Scholarly or Teaching Leave.

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

6.19 Teaching Load Reduction to Promote Research and Scholarship. To encourage faculty research and scholarship, the University will award a minimum of 30, three (3)-credit load reductions to eligible faculty in each of the academic years commencing on September 1, 2023, September 1, 2024 and September 1, 2025 subject to the following terms and conditions:

(a) All full-time tenured faculty, who have not filed an irrevocable agreement to terminate employment shall be eligible to apply for the load reduction.

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

(b) A proposal that is not approved may be resubmitted in a subsequent year but is required to be reevaluated and ranked anew. The application process for a reduced leave under this Article shall follow the procedures in FPS 22, C and D, which apply to special leaves.

(c) Eligible faculty members seeking a reduced load must present a proposal for a scholarly publication or project, consistent with department guidelines based upon the particular discipline, including peer review where appropriate for such disciplines. In cases where the nature of the project exceeds the extent of a project that can be completed during a three (3)-credit load reduction, such as an extensive empirical project or a book, the proposal should describe with particularity the portion of the work to be completed during the load reduction and the appropriate benchmarks to measure such completion. Projects already completed at the time of application (manuscripts ready for submission/already submitted/already published and/or artistic works ready for performance, exhibition, etc.) will not be eligible for load reduction.

(d) The faculty member is responsible for the completion of the work specified in the approved proposal.

(e) Faculty awarded a reduced load hereunder cannot teach overload in either semester of the academic year that they are on reduced load.

(f) Faculty will also not be eligible for a load reduction hereunder in the same academic year as the faculty member has been awarded a special leave.

(g) Any publication or public dissemination of the work accomplished must include a Hofstra affiliation and/or an acknowledgement to the effect that the research was in part supported by Hofstra University.

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

6.21 Financial Support for Adjunct Faculty Research and Travel. An adjunct faculty member who meets the requirements of Article 2.2 and has completed at least six (6) semesters of service (or the equivalent per Article 24.10) shall be eligible to apply for funds from the school, college, or University research fund and shall be eligible to apply for school, college or University travel funds, consistent with the criteria used to award such funds to full-time faculty.

6.22 Adjunct Faculty Promotion Criteria. The promotion criteria for adjunct faculty shall focus primarily on excellence in teaching and/or librarianship. In addition to continuing excellence in teaching and/or librarianship, reasonable productivity in some combination of the following is expected: research and/or pedagogical publication, scholarly activity, professional development, involvement in professional organizations, contributions to the discipline and/or University life, contributions to the University's standing in the community.

6.23 Student Assistants. The University shall strive, during the life of this contract, to increase funding for student aides/undergraduate and graduate assistants.

6.24 University Academic Conferences. It is agreed between the parties that academic conferences shall be open to participation by all faculty members. Toward this end, the University shall make every effort to seek to involve all interested faculty in all Hofstra University extracurricular academic enterprises.

6.25 (a) Faculty Computers. Each full-time faculty member shall have a computer provided by the University for their use that shall be serviced, replaced and upgraded as appropriate. Faculty may select a laptop computer as well as retain an existing desktop station; if a laptop is selected, only the laptop computer will be replaced or upgraded (although normal maintenance will be continued on existing desktops that are retained by the faculty member).

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

The University shall make available up to 75 new laptop computers that shall be serviced, replaced and upgraded as appropriate. These computers will be loaned on a semester-by-semester basis to qualifying adjunct faculty members. In order to participate in the laptop lending program, the adjunct faculty member must confirm in writing that they have taught at least 12 credits per year for the past two (2) years and is scheduled to teach 12 credits in the upcoming year (to be calculated in accordance with Article 24.10); and has a demonstrated need to borrow a laptop in order to facilitate the preparation for and teaching of their scheduled class. The adjunct faculty member must also indicate whether they have a position at another college or university; if so the faculty member must state that the laptop will not be used for any purpose at or in connection with such other college or university.

Adjunct faculty members meeting these criteria shall submit a request to be assigned a computer prior to the start of the semester to the appropriate Dean, who shall transmit all such requests to the Provost; if

there are more requests than there are available laptops, the laptops shall be assigned based upon seniority.

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

6.26 (a) Full-time Faculty Offices. In order to provide an appropriate environment for faculty to meet privately with students, it is the goal of the University to provide all full-time faculty members with their own offices.

(b) Adjunct Faculty Office Space. Each Department shall provide appropriate office space (including shared space), and computer access, for its adjunct faculty, so they may conduct University business related to their teaching duties. Each Dean or Department shall also designate a space where adjunct faculty can meet privately with students as needed.

The Dean and Department Chair shall be responsible for ensuring compliance with this provision.

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

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

6.28 Distance Learning. The term “Distance Learning” as used herein refers to instruction where the faculty member and the student are separated so that

face-to-face communication is absent; asynchronous and/or synchronous communication is accomplished instead by one or more technological media. This communication can include, but is not limited to, live or recorded visual presentations and material using direct signal or cable, transmission by telephone line, fiber-optic line, digital and/or analog videotape, audiotape, CDROM, computer or internet technology, e-mail or other electronic means, now known or hereafter developed, utilized to teach any course originating from or sponsored by the University.

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

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

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

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

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

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

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

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

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

6.29 Clinical Faculty. The University shall be permitted to appoint up to 16 clinical faculty members in the Physician Assistant Studies, Graduate Nursing, and Occupational Therapy programs combined. Unless otherwise specified herein, the terms and conditions of employment for the clinical faculty will be governed by this Agreement. Each appointment letter shall specify the faculty member's full-time faculty status and rank, and identify their teaching load and any other duties along with the corresponding release time for said duties. As with all other faculty, pension contributions and wage increases will be calculated on clinical faculty members' total base salary.

Initial clinical appointments (new hires) will be for a term of two (2) years. The first reappointment will be for a term of three (3) years and all subsequent reappointments will be for a term of five (5) years. The criteria and procedures for appointment, reappointment, promotion and tenure shall be governed by Article 5.

Clinical faculty may elect to stand for tenure by notifying the Chair in writing by March 15. Upon making such an election the faculty member will be converted to a tenure-track position effective September 1. In this event the new appointment period will conform with the provisions of Article 6.1. Clinical faculty may apply up to three years of prior academic service to the tenure probationary period at the time they elect to stand for tenure.

Any clinical faculty members who have been employed by the University for two (2) years are entitled to serve on any faculty or department committees for which they are otherwise eligible.

Faculty In Physician Assistant Studies ("PA Faculty"):

Unless the terms which applied prior to September 1, 2011 were greater, in which case those terms shall apply, the working conditions for PA Faculty on clinical lines are as follows:

1. Work Schedules:
   - At least one day each week (Monday – Friday) is reserved for PA Faculty's own clinical work and/or research. The research/clinical day may rotate. PA Faculty will not be required to perform any duties associated with their faculty/administrative position on their clinical /research day.

   - Faculty may be required to participate in open houses on an equal basis. Open house dates will be offered on a first come, first served basis. Time spent at an open house on a weekend counts as a workday and entitles the faculty member to an additional day off in the same semester.

   - PA Faculty will not be required to participate in registration/advisement before the start of the school year.

2. Days off/Vacation/Holidays
   - PA Faculty are entitled to 22 vacation days per year, in addition to days the University is closed.

   - PA Faculty vacations will be scheduled in accordance with the operating requirements of the department.

   - PA Faculty are entitled to all holidays designated on the administrative calendar as well as two floating holidays.

3. Conferences/Exams/Licensure:

- PA Faculty receive four paid days off (not including their clinical/research day) to prepare for and take board exams.

- PA Faculty receive four paid days off (not including their clinical/research day) to prepare for and take their qualifying exam; four paid days off (not including their clinical/research day) to prepare for and take their comprehensive exam; and four paid days off (not including their clinical/research day) to prepare for and defend their doctoral dissertation.

- PA Faculty receive no less than five paid days off annually (not including their clinical/research day) to attend professional conferences.

- PA Faculty are each entitled to at least up to $1250/year for costs associated with professional conferences.

- PA Faculty are each entitled to at least up to $400/year for professional dues, certification and licensure.

4. Office Hours:
   - PA Faculty are not required to hold office hours during the pre-registration period.

5. Release Time Applicable to PA Faculty who Transfer to the Tenure Track:
   The work conditions set forth above shall govern PA faculty who transfer to the tenure track, and they also shall be eligible for the leaves specified in Articles 6.17, 6.18, and 6.19 as specified herein. If awarded a special leave under Article 6.17, PA faculty will be entitled to release time up to a maximum of one-half of their annual workload (6 months). Pursuant to Article 6.18, such faculty will be entitled to be released for one-third of their annual workload (4 months). Pursuant to Article 6.19, such faculty will be entitled to be released for one-sixth of their annual workload (2 months). Release time may be taken consecutively, or not, at the election of the faculty member and in consultation with the Chair of the department.

The provisions of Article 6 shall apply to clinical faculty to the extent they are not inconsistent with the terms set forth herein.

6.30 Agreement to Discuss Other Changes to Working Conditions.

In June, 2021 the parties agreed to extend this Agreement up to and through August 31, 2026. The parties further agreed as follows:

(a) Either party may suggest or request changes to the terms and conditions of the Agreement, and the parties agree to bargain in good faith regarding all issues that may arise, except that no changes can be made except by the written agreement of both parties. The Joint Standing Committee shall continue to meet regularly to discuss issues as they may arise.

(b) The parties agree to make their best efforts to negotiate amendments to the following provisions by the following dates, with the understanding that no such amendments shall be made without the mutual written agreement of the parties:

7.12(a) Sick Leave	August 31, 2025
6.29 Clinical Faculty	August 31, 2024
Article 24 Adjunct Faculty	August 31, 2023
Section 24.5(b), Assignment Protocols	December 31, 2022

(c) Beginning February 15, 2022 the parties will establish a Diversity, Equity, and Inclusion Committee. By that date, the parties will agree upon the composition of the Committee. The Committee will include a minimum of ten (10) members appointed half by the administration and half by the AAUP. The Committee will study, evaluate options and make recommendations to address diversity concerns in all sectors of the University during the life of the CBA. This Committee will meet at least six (6) times during the calendar year. The purpose of the Committee is to address pressing issues related to unconscious bias, micro/macro-aggressions, racial and gender inequities, and bystander syndrome. The Committee will study,

evaluate, and make recommendations to the administration and faculty. The Committee is charged to make recommendations that meet at minimum the following three goals:

- Targeted efforts to increase representation at multiple levels of the institution.
- Develop training and education that supports an inclusive and equitable community.
- Identify expansions to the university's research and curriculum portfolio that address underrepresented constituencies.

(d) The MOU’s dated June 4, 2020 remain in full force and effect and are annexed collectively at Appendix G.

ARTICLE 7: FRINGE BENEFITS

7.1 Continuation of Benefits. The current level of benefits for the programs listed in this Article shall be at least as specified in this Agreement. To the extent that this Agreement does not define the level of benefits, the current provisions specified in the Faculty Statutes and Faculty Policy Series for retirement contributions, medical benefits, life insurance, tuition remission and faculty children scholarships, and other benefits of a similar nature shall be continued.

7.2 Eligibility for Coverage. The University shall offer healthcare benefits to all full-time faculty in the bargaining unit subject to the provisions of this Article 7. Any member eligible for coverage under a medical benefits plan may change their enrollment to another plan during any open-enrollment period or, at any time during the year, in the case of a qualifying event as defined by the IRS. In addition, the University and the AAUP shall meet three (3) months prior to each annual open enrollment period to discuss any changes in benefits and coverage to be provided through any of the plans. The University shall, at a minimum, offer the Point-of-Service (POS) and Exclusive Provider Option (EPO) plans summarized in Appendices B and C as options, as described below.

7.3 Level of Benefits in the Point of Service (POS) Plan. The University shall continue in force, for the term of this Agreement, the POS plan as described in Appendices B-1 and B-2. Except as noted in Appendix B, the POS plan shall provide at least the same coverage and level of benefits as provided under the prior CBA. There shall be no decrease in these benefits over the term of this Agreement.

The plan changes described in Appendix B-1 will go into effect on January 1, 2017. The plan changes described in Appendix B-2 will go into effect on January 1, 2019. In addition, the reimbursement rate for each covered out-of-network medical procedure or service, shall be, at a minimum, set at 395% of the National Medicare schedules.

In the event that the University's POS health plan triggers the excise tax under the Affordable Care Act (*i.e.*, the "Cadillac Tax"), then on the first day of the plan year in which that tax would take effect, the University will first cease contributions to the Flex-Plan and Health Reimbursement Accounts, if any, and pay the funds designated by the member or required by this Agreement in the

form of wages. In addition, in the event that these actions are not sufficient to avoid the effect of the Cadillac Tax, the University may also modify the in-network POS plan design as set forth in the University's plan design option framework dated July 11, 2016 to the extent required to avoid the tax (attached as Appendix E).

7.4 Level of Benefits in the Exclusive Provider Option (EPO). During the term of this Agreement, the University shall also continue to provide an EPO plan as described in Appendices C-1 and C-2. Except as noted herein the EPO plan will provide at least the same coverage and level of benefits as provided under the prior CBA. There shall be no decrease in these benefits over the term of this Agreement.

The plan changes described in Appendix C-1 will go into effect on January 1, 2017. The plan changes described in Appendix C-2 will go into effect on January 1, 2019.

7.5 Health Care Contribution Schedules. As of January 1, 2017 the required faculty member contribution for coverage under the health plans offered by the University shall be as follows:

Hofstra EPO Plan

As of January 1, 2017 and thereafter:	Individual Coverage 25%	Family Coverage 25%

Hofstra POS Plan

Plan As of:	Individual Coverage	Family Coverage
January 1, 2017	25%	25%
January 1, 2019	25%	26%
January 1, 2020	25%	27%

Other Plans Offered by Hofstra

As of January 1, 2012	25% of premium	25% of premium	25% of premium	25% of premium

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

Notwithstanding the percentage contribution specified above, the annual increase in the premium for the Hofstra EPO and POS plans against which the contribution is calculated shall be the lesser of the percentage increase in the premium for the plan selected or the percentage increase in the previous year's AON Consulting Healthcare trend rate. In no instance, however, shall the increase in the total premium on which the percentage contribution is made be greater than fifteen (15%) percent.

7.6 Opt-Out of Health Care. Should a full-time faculty member who has healthcare coverage elsewhere wish to exclude themself from coverage under the plans offered by the University, the faculty member may do so during any open-enrollment period, upon putting their request in writing and showing proof of other comparable insurance coverage. Faculty members who choose to be excluded from the University medical and hospitalization plans may, at any time during their tenure at the University, resume the coverage under the University medical and hospitalization plans to which they are eligible subject to the provisions herein. Re-entry into the University medical and hospitalization plans shall be at any time during the year if other insurance coverage is terminated (or in the case of another relevant qualifying event as defined by the IRS code); otherwise, re-entry shall only be during any open-enrollment period. However, active faculty who have opted out of medical coverage may resume the coverage under the University healthcare coverage plans for which they would be eligible as retirees immediately prior to retirement. Retired faculty are not entitled to opt out payments should they decide to withdraw from the University health care plans and may not re-enter the University plans thereafter. Faculty members who opt out of healthcare coverage under the Hofstra plans shall be entitled to a payment of one

thousand ($1,000) dollars per year only for the plan year commencing January 1, 2017. The entitlement to an opt out payment shall expire as of December 31, 2017.

7.7 Life Insurance Benefits. The University shall continue to provide each full-time faculty member of the bargaining unit with life insurance and accidental death and dismemberment insurance, in the amounts of and two hundred thousand ($200,000) dollars and three hundred thousand dollars ($300,000), respectively

7.8 Ex-Spousal Benefits. A current or retired full-time faculty member may contribute the full cost for the University health insurance and life insurance plans for an ex-spouse provided that the faculty member is responsible for such pursuant to a divorce decree, provided further that all the requirements of the insurance carrier are met, and only to the extent permitted by the University's insurance carriers. These benefits shall be available only if there is no additional cost to the University from the insurance carriers or insurance administrators. Insurance coverage for ex-spouses of retired faculty shall be limited to those who were covered before the faculty member retired.

7.9 Adjunct Faculty Health Care Benefits.

(a) Eligibility for University Health Coverage. An adjunct faculty member (as defined in Article 2.2) may participate in the University health insurance and life insurance plans, provided that they pay all of the necessary premiums and satisfies all requirements of the insurance carriers and only to the extent permitted by the University's insurance carriers. These benefits shall be available only if there is no additional cost to the University from the insurance carriers or insurance administrators. Adjunct faculty are eligible for this benefit during semesters in which they are not currently employed as long as they continue to meet the other criteria of Article 2.2.

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

Moreover, any currently employed adjunct faculty member who has taught sixteen (16) semesters or more (excluding intersessions and summer sessions) or the equivalent in credits taught as specified in Article 24.10, and who has taught twelve (12) hours or more in each of the two (2) prior academic years and is currently (in a Fall or Spring semester) teaching six (6) hours or more shall be eligible for a credit equal to thirty-five (35%) percent of the cost of individual coverage, or twenty-five (25%) percent of the cost of family coverage under an EPO plan. Notwithstanding the above, the credit shall not be less than one hundred forty ($140) dollars per month toward any plan.

Any currently employed adjunct faculty member who has taught forty (40) semesters or more (excluding intersessions and summer sessions) or the equivalent in credits taught as specified in Article 24.10, and who has taught twelve (12) hours or more in each of the two (2) prior academic years and is currently (in a Fall or Spring semester) teaching six (6) hours or more shall be eligible for a credit equal to forty (40%) percent of the cost of individual coverage, or thirty (30%) percent of the cost of family coverage under an EPO plan. Notwithstanding the above, the credit shall not be less than two hundred thirty ($230) dollars per month toward any plan.

An adjunct faculty member who has met the eligibility requirements specified above shall be entitled to continue their eligibility even if they teach less than six (6) credits in a regular Fall or Spring semester as long as their teaching load does not fall below six (6) credits in a regular semester more than once in any three (3) year period. However, the adjunct faculty member shall remit full premiums in any semester (Fall or Spring) in which less than six (6) credits are being taught and in which the cumulative number of credits taught in the academic year has not reached twelve (12). By the second pay period in any semester or session in which such adjunct faculty member's cumulative load for the academic year reaches twelve (12) faculty credits, the adjunct faculty member shall be reimbursed by the University for premiums remitted during that academic year. Adjunct faculty who meet the eligibility requirements for University paid medical insurance for the preceding Spring and Fall semesters shall be eligible for coverage for the Summer sessions regardless of whether or not they are employed over the

Summer; adjunct faculty who first become eligible for such coverage during a Spring semester shall be eligible for coverage for the Summer sessions immediately following the semester in which they became eligible regardless of whether or not they are employed over the Summer.

(b) Eligibility for Additional University Lump Sum Payments. Those adjuncts satisfying the minimal criteria set forth in Article 7.9 (a) above (taught sixteen (16) semesters or more and meet the additional criteria as set forth), shall receive annual bonuses payable on January 15, 2022, 2023, 2024 and 2025 calculated as follows:

A total pool of $43,750 shall be established and divided equally among all eligible adjuncts as defined on each date.

7.10 Dental Plan Benefits. The University shall contribute six hundred ($600) dollars per year towards a contributory dental plan for each full-time faculty member of the bargaining unit who participates in the voluntary dental plan. The maximum benefit shall be four thousand five hundred ($4,500) dollars.

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

(b) Adjunct Faculty Eligibility. The University shall also offer the option of a flexible spending account (Flexplan) to each qualifying adjunct faculty member who regularly (*i.e.*, for the past two (2) years) teaches and is scheduled to teach at least six (6) credit hours) in each of the fall and spring semesters (or who otherwise meets this eligibility criteria as calculated under Article 24.10 regarding conversion of credit hours to semesters), and taking into account preparation time to satisfy Flexplan requirements; provided, however, that the adjunct faculty member must arrange to have all Flexplan amounts deducted from the spring semester checks only.

(c) Commuter Benefits Account. The University shall offer the option of a pre-tax Commuter Benefits Account (subject to IRS regulations) to each full-time faculty member and to those adjunct faculty members meeting

the criteria in (b) above who elect to participate. The University shall assume all costs of administering the program.

7.12 (a) Sick Leave. Except where superseded by this Agreement, a regular full-time faculty member of the bargaining unit who cannot fulfill their normal duties because of illness, accident or pregnancy shall be eligible for sick leave as provided in Faculty Policy Series #20. The University retains the right to require medical verification for days taken by a faculty member as sick leave; such request shall be made on a good faith basis. The faculty member must be notified in a timely and prospective manner that verification will be requested so that they have the ability to obtain such verification. Verification shall be furnished to Human Resources. A faculty member with a chronic health condition may file verification of the condition in advance of anticipated absences; in such cases, the University may request periodic re-certification of the condition. For the first six (6) months of sickness or disability, all full-time faculty members with less than five (5) years of full-time faculty service at the University shall receive an initial six (6) week segment of sick leave at full pay to the extent specified in Faculty Policy Series #20 as well as a second segment as described below and the University shall continue to provide the benefits set forth in this Article. Except for Library faculty, compensation during a period of sick leave shall be based on the premise that a semester is sixteen (16) weeks and a faculty member is compensated 1/32nd of their annual salary for each week of the semester. Sick leave shall only be expended for absences during a regular Fall or Spring semester. The faculty member shall receive their full compensation for the first segment of sick leave; during the second segment, the faculty member's compensation shall be reduced by one-half (.5) the replacement cost as per FPS #20. The second segment of sick leave for all full-time faculty with five (5) or more years of service shall be as specified in FPS #20; for those with less than five (5) years of service, the second segment shall be seven (7) weeks.

For Library faculty, sick leave shall be expended as specified in Article 9.1. A (a) and 9.4.A of this Agreement. Compensation during a period of sick leave shall be based on the premise that the annual work load is one-hundred ninety (190) days; the first segment of sick leave for all full-time Library faculty is 6/32nds of one-hundred ninety (190) days and the

second segment for all full-time Library faculty with less than five (5) years of service is 7/32nds of one-hundred ninety (190) days. The second segment of sick leave for all full-time faculty with five (5) or more years of service shall be as specified in FPS #20, with each week being equal to 1/32nd of one-hundred ninety (190) days. The faculty member shall receive their full compensation for each workday included in the first segment of sick leave. During the second segment, a Library faculty member's compensation shall be reduced by one-quarter (.25) of the faculty member's hourly overload rate.

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

(b) Disability. After the first six (6) months of continuous disability, long-term disability benefits as described below shall become effective. Disability shall be defined as: "being unable due to sickness, bodily injury or pregnancy to perform any occupation for which you are reasonably suited by education, training or experience." The University shall provide each full-time faculty member of the bargaining unit with disability insurance that provides a benefit, including coordination with Social Security and workers' compensation benefits, of sixty-six and two-thirds (66.67%) percent of base salary at the date of disability up to a maximum benefit of nine thousand ($9,000) dollars per month. The benefit shall also be offset by amounts earned in salary from employment other than work that could have been performed in addition to a faculty member's full-time teaching responsibilities. The premium paid by the University for disability insurance shall be considered income for the faculty member and shall be included in the faculty member's taxable income reported to the IRS, subject to the IRS code and all other applicable laws and regulations.

The University shall grant a faculty member who is receiving long term disability benefits a general leave for a period not to exceed three (3) years or the period of disability, if it is less. Faculty members receiving

such disability benefits shall be notified of the availability of this leave and shall have one (1) year from the date of receipt of the notice to request the leave. All faculty on such leave may return if they recover within this period of time. It is the responsibility of the faculty member to keep the Human Resources Department of the University informed of their status. If a faculty member is able to return to teaching within this period of time, teaching and compensation shall re-commence at the start of the first semester following recovery. The disability insurance shall provide that, should a faculty member become disabled, any necessary provision shall be made to insure that retirement contributions shall continue to be made for that faculty member until such time as the faculty member reaches normal retirement age.

(c) Medical Leave - Maternity. A full-time faculty member who has given birth shall be eligible for six (6) consecutive weeks of fully paid maternity disability leave at a time contiguous to the birth; if a Caesarian birth is required, the maternity disability leave shall be increased to eight (8) weeks. In addition, upon certification of medical need, a faculty member may take the number of weeks the faculty member would be eligible for in the second segment of sick leave at reduced pay per the provisions of section (a) above and FPS #20. If the maternity leave does not extend over an entire semester, the faculty member may take general leave for the remainder of the semester with full health benefits provided on the same basis as if the faculty member were not on leave (although retirement contributions would be reduced to comply with the reduction in base salary). For full-time Library faculty the days allocated to maternity leave shall be calculated as specified for sick leave in Article 7.12 (a) of this Agreement. Banked hours may be applied to any segments of a semester not covered by maternity leave or toward the replacement costs during segments where compensation is reduced.

(d) Child Birth or Adoption Leave; Parental Leave. Full-time faculty who give birth shall receive a parental leave of three (3) weeks following the period of disability if such occurs during a semester; if the disability period does not occur during a semester, five (5) weeks of parental leave shall be provided. For full-time faculty whose spouse or domestic partner gives birth, or who adopt a child, parental leave of up to five (5) weeks shall be provided. Should the birth or adoption occur during a

January or Summer Session, parental leave may be taken the preceding or subsequent semester.

Full-time faculty whose spouse or domestic partner (of the same or the opposite sex) gives birth to a child may take full or partial general leave of up to nine (9) credits during the semester in which the birth or adoption occurs or, the following semester. During the general leave, the faculty member shall retain their full health benefits on the same basis as if the faculty member were not on leave (although retirement contributions shall be reduced to comply with the reduction in base salary).

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

(e) Adjunct Faculty Sick Leave. An adjunct faculty member who cannot fulfill their normal duties because of illness or accident shall be eligible for sick leave as provided below:

Semesters of Service (or the equivalent in semesters taught as specified in Article 24.3)	Sick leave Benefit
8 through 11 semesters	One (1) week per academic year with no reduction in pay
12 through 16 semesters	Two (2) weeks per academic year with no reduction in pay
17 through 24 semesters	Three (3) weeks per academic year with no reduction in pay
25 or more semesters	Four (4) weeks per academic year with no reduction in pay

These sick leave benefits shall have no monetary value, and are not cumulative. The University shall establish procedures for monitoring the

use of this benefit. A week as provided herein shall be the normal weekly teaching load for the eligible adjunct faculty member. When medical leave in excess of accrued medical benefits is necessary, total compensation for the course shall be reduced by one-sixteenth (1/16) for each week missed in excess of accrued sick leave. Replacement faculty shall be compensated at the rate of one-sixteenth (1/16) of their regular overload or adjunct compensation for the course for each week taught.

7.13 Family Medical Leave Act. The University's Family Medical Leave Policy shall be applicable to all bargaining unit employees. Leaves shall be granted to employees for the birth of their children, care of their newborn children, placement of adopted or foster children with them, their serious health condition or the serious health condition of their family members in accordance with the provisions of the Family and Medical Leave Act (FMLA) and the regulations thereunder or provisions of applicable state law or this Agreement, whichever provide better benefits. For the purposes of this Article, family members shall be defined as a spouse, same-sex domestic partner, child, parent or sibling.

7.14 Unpaid Leaves. On the request of a full-time faculty member of the bargaining unit with more than two (2) years of full-time service at the University, a leave of absence without pay shall be granted for up to one (1) year for the care of a newborn infant or adoption of a minor child. With the approval of the Provost, a full-time faculty member of the bargaining unit with less than two (2) years of full-time service at the University, may be granted a leave for one (1) semester in addition to FMLA leave for the care of a newborn infant or the adoption of a minor child. This leave shall not count towards tenure, nor shall such leaves be consecutive. For any period during such leave during which the full-time faculty member is not receiving paid benefits under the FMLA, the faculty member may continue their fringe benefits at no cost to the University by reimbursing the University for the cost of such benefits. It is agreed that should the leave of absence be utilized by the faculty member for other equivalent employment, such leave may, upon reasonable notice, be terminated by the University and the faculty member shall be required to resume their normal functions at the University or such other functions as the University may deem appropriate if it is impracticable for the faculty member to resume their normal functions.

Upon request, a full-time faculty member of the bargaining unit with more than two (2) years of continuous full-time faculty service at the University, may be granted a partial general leave for up to one (1) year with prorated salary and benefits pursuant to Faculty Policy Series #21 for the care of a newborn infant or adoption of a minor child, except that where the total partial general leave taken in any academic year is for one-third (1/3) the annual baseload or less, or during any period of time during which the full-time faculty member is on Family and Medical Leave under the FMLA, the University shall continue to provide fringe benefits to the faculty member on the same basis as if the faculty member were not on leave.

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

7.15 Extension of Tenure Probationary Period.

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

(b) A full-time faculty member who is responsible for elder care or for the care of a child, spouse or domestic partner with a serious medical condition may, upon application to the Provost, extend their tenure probationary period for a maximum of one (1) year.

7.16 Partial General Leave Prior to Terminal Degree.

(a) Faculty members who have been hired as full-time faculty prior to the completion of their doctoral degree may take a partial general leave pursuant to Article 7.14 and Faculty Policy Series #21 at any time prior to the semester in which the Ad Hoc Tenure Committee for the faculty member is to be convened. At the option of the faculty member, the faculty member may choose not to have the period of the partial general leave count toward the faculty member's tenure probationary period, provided the faculty member does not teach more than six (6) credits per semester during the period of leave. The number of semesters excluded from the tenure probationary period pursuant to this procedure shall not exceed the shorter of (a) the number of semesters needed to complete the doctoral degree subsequent to the date of full-time employment or (b) four (4) regular semesters. To obtain this option, such faculty member must submit a request for this option in writing during the semester prior to the general leave, which request must acknowledge that this extension of the probationary period does not grant or imply "de facto" tenure.

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

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

1. The maximum of a full year of faculty service may be excluded from the tenure probationary period only if general leave is taken for at least twelve (12) semester hours over a period of two (2) consecutive semesters, with the faculty member taking at least

four and one-half (4.5) hours of leave in each of the two (2) semesters or, if the faculty member normally carries less than nine (9) credits of baseload in either the Fall or Spring semester, leave of at least one-half (.5) of the hours normally carried in each of the two (2) semesters.

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

7.17 Unpaid Leave - Adjunct Faculty. An adjunct faculty member (as defined in Article 2.2) on the qualified list may be granted unpaid general leave, pursuant to Faculty Policy Series #21, up to one (1) year, provided they have been offered course(s) for the first semester incorporated by the leave of absence. The period of leave shall not count as a period of service, but upon resumption of teaching the adjunct faculty member shall be credited with all service accrued prior to the leave of absence. Approval of a leave of absence shall follow the same procedures as provided for approval of general leave applications for full-time faculty.

7.18 University Retirement Plan. All full-time faculty members of the bargaining unit with regular appointments are eligible to join the University Retirement Plan upon commencement of full-time employment; those on special appointments are eligible to join after one (1) year of service with the University. In order to participate in a retirement plan an individual faculty member is required to contribute two and one half percent (2.5%) of annual base salary up to the Social Security maximum and six and two tenths percent (6.2%) of the excess.

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

Cumulative Participation in the Plan at Hofstra	University Contribution
Upon joining	8% of base salary up to the social security base and 10% of base salary above the social security base.
After 5 consecutive years in the Plan at Hofstra	10.5% of base salary up to the social security base and 12.5% of base salary above the social security base.
After 15 consecutive years in the Plan at Hofstra	13% of base salary up to the social security base and 15% of base salary above the social security base.
After 20 consecutive years in the Plan at Hofstra	15.5% of base salary up to the social security base and 17.5% of base salary above the social security base.
After 30 consecutive years in the Plan at Hofstra, but not before the end of the academic year in which the faculty member reaches seventy (70) years of age*	13% of base salary up to the social security base and 15% of base salary above the social security base.
Five years after the previous step	10.5% of base salary up to the social security base and 12.5% of base salary above the social security base.
Five years after the previous step	8% of base salary up to the social security base and 10% of base salary above the social security base.

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

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

7.19 Retirement Plan Alternatives. The University shall continue to offer investment choices for retirement fund purposes as permitted by the University's Fiduciary Oversight Committee.

Adjunct faculty who meet the requirements of Article 2.2 are eligible to make payments into or have a percentage of their compensation deducted for contribution to the University's 403(b) retirement plan. Contributions shall be made through payroll deduction, with deductions made per agreement with the faculty member in those semesters during which the faculty member is employed. The adjunct faculty member shall be responsible for ascertaining that the total contribution does not exceed the maximum contribution allowed by law.

7.20 Withdrawal of Funds. To the extent allowed by law and the Internal Revenue Code, the University shall allow faculty at the age of 59 2 to withdraw invested retirement funds in any of the available retirement programs, whether or not the faculty member has actually retired and/or has terminated their relationship with the University.

7.21 Tuition Remission and Scholarships.

(a) A full-time faculty member of the bargaining unit may receive tuition remission for enrollment in undergraduate or graduate courses at the University for a maximum of twenty-four (24) semester hours per year. Such enrollment shall not exceed eight (8) credits per regular semester unless the faculty member involved is on at least half-time General or Special Leave. Recognizing that the teaching load of a full-time faculty member occurs primarily during the Fall and Spring semesters, a full-time faculty member of the bargaining unit may take four (4) courses, not to exceed twelve (12) credits, over the summer as part of their tuition remission allotment. One (1) course during the January session may be substituted for one (1) course during a summer session.

After a full-time faculty member has completed two (2) semesters of continuous employment or, in the Library, one-hundred ninety (190) workdays, the spouse or same-sex domestic partner of a full-time faculty member shall be entitled to receive the same tuition remission benefits as full-time faculty members; a spouse or same-sex domestic partner, however, shall not be limited to eight (8) credits per regular semester. This benefit does not include enrollment in full-time doctoral programs, the Executive MBA (EMBA) Program, the on-line MBA program, courses in the Law School, School of Medicine or tutorial or independent study courses for which faculty are compensated on a per-capita basis.

(b) After a full-time faculty member of the bargaining unit has completed four (4) years of continuous employment, dependent children of such a full-time faculty member are entitled to full tuition remission. Continuous employment shall include prior full-time teaching, research or other professional employment for which the doctoral or terminal degree was required (for Library faculty, the terminal degree shall be the MLS). This benefit may apply to full-time or to part-time study in pursuit of a baccalaureate degree. Dependent children of full-time faculty members employed for one (1) year but less than two (2) years are entitled to twenty-five (25%) percent tuition remission; dependent children of full-time faculty members employed for two (2) years but less than three (3) years are entitled to fifty (50%) percent tuition remission; dependent children of full-time faculty members employed for three (3) years but less than four (4) years are entitled to seventy-five (75%) percent tuition remission.

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

(d) After completing four (4) regular semesters of service, or the equivalent in credits taught as specified in Article 24.10, one (1) course per semester of free tuition shall be available to an adjunct faculty member

(as defined in Article 2.2 of this Agreement), their spouse or same-sex domestic partner and/or dependent children during a Fall or Spring semester, January intersession or summer session in which the adjunct faculty member is employed.

After completing eight (8) regular semesters, or the equivalent in credits taught as specified in Article 24.10, this benefit shall be increased to a total of two (2) courses per semester which shall be available to an adjunct faculty member (as defined in Article 2.2 of this Agreement), their spouse or same-sex domestic partner and/or dependent children during a Fall or Spring semester, January intersession or summer session in which the adjunct faculty member is employed.

After completing sixteen (16) regular semesters, or the equivalent in credits taught as specified in Article 24.10, this benefit shall be increased to a total of three (3) courses per semester which shall be available to an adjunct faculty member, their spouse and/or dependent children.

After completing thirty (30) regular semesters, or the equivalent in credits taught as specified in Article 24.10, this benefit shall be increased to a total of four (4) courses per semester which shall be available to an adjunct faculty member, their spouse and/or dependent children.

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

If, during a particular semester, the adjunct faculty member or their spouse, or dependent child is unable to take advantage of the full tuition

remission benefit for which the faculty member is eligible, the benefit may be taken in another semester, including the January intersession and summer sessions, within twelve (12) months of the end of the semester in which the benefit was earned. The tuition remission credits earned by an adjunct who has completed sixteen (16) or more regular semesters, or the equivalent in credits taught as specified in Article 24.3 can be used within three (3) years of the end of the semester in which the benefit was earned. These benefits shall apply if the adjunct dies, retires, or becomes disabled while still in the employ of the University, or if the adjunct is not assigned courses because none are available.

(e) Effective September 1, 2017 scholarships provided to dependent children of full-time faculty members of the bargaining unit enrolled as full-time undergraduates at other institutions shall be increased to six thousand two hundred and fifty ($6,250) dollars per year. Effective September 1, 2019, this amount shall be increased to six thousand five hundred ($6,500) dollars. This benefit shall be restricted to children pursuing the baccalaureate degree although it shall include children enrolled in a two (2)-year associate degree program that comprises the first two (2)-years of a program leading to a higher degree at an institution with which there is an articulation agreement. Such scholarships shall be payable to the institution that the child is attending upon presentation of the tuition bill from the institution and either a transcript or a letter indicating that the student is in good standing. It is understood that this benefit is a benefit to the faculty member and is available to both members of a marriage or same-sex domestic partnership if both members are full-time faculty at the University. At no time shall this benefit exceed the amount of tuition payable to the institution. It is further understood that this benefit is available for each dependent child of a full-time faculty member.

(f) The administration of all of the tuition remission and tuition scholarship programs shall be in accordance with the uniform University rules governing such programs provided they do not diminish the benefits provided under this Agreement.

7.22 Tuition Exchange Program. The University shall participate in the Tuition Exchange Program providing for full tuition remission scholarships at participating institutions for six (6) children of full-time faculty members of the

bargaining unit. This program shall be suspended when the net negative (net debit units) semester units reach a maximum of twenty-four (24). Further, it is agreed that for every additional twenty-four (24) student semester units, the University shall provide for full tuition scholarships at participating institutions in the Tuition Exchange Program for an additional child of a full-time faculty member of the bargaining unit.

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

7.23 Exit Incentives.

(a) Eligibility Criteria.

(1) Eligibility for the exit incentive and planning program set forth in section (b)(1) below shall be available to those full-time faculty members with fifteen (15) years of full-time continuous service as a faculty member at Hofstra, provided the sum of the faculty member's age and years of full-time continuous faculty service at Hofstra is equal to or greater than seventy (70) at the time that the reduced load described in section (b)(1) below commences.

(2) Eligibility for the exit incentive and planning program set forth in section (b)(2) below shall be available to those full-time faculty members with twenty (20) years of full-time continuous service as a faculty member at Hofstra, provided the sum of the faculty member's age and years of full-time continuous faculty service at Hofstra is equal to or greater than seventy (70) at the time that the reduced load described in section (b)(2) below commences.

(3) For purposes of determining continuous full-time faculty service for purposes of this Article and Article 7.24, faculty service shall include service in an administrative position at Hofstra for members of the faculty who have served at least five (5) consecutive years as a full-time faculty member prior to an administrative appointment and who, at the time of application for

benefits, are serving as full-time faculty. In addition, if a faculty member's service is interrupted, up to five (5) years of prior service as a full-time faculty member at Hofstra may be added to the period of service accrued at the time the incentive is elected.

(4) In order to participate in the programs established hereunder, a faculty member must enter into an irrevocable contract with the University to terminate employment at the end of a specific semester no later than the end of the last semester in which the exit incentive is in effect. The irrevocable agreement must be filed in writing with the Provost at least two months prior to the semester in which the faculty member wishes to commence the benefit.

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

1. A reduction in teaching load for up to five (5) years prior to the last date of employment. This option involves teaching less than the normal base load per semester at a pro-rated salary. All other faculty responsibilities shall remain the same as those of full-time faculty. Faculty electing this option shall receive full fringe benefits and, upon separation from the University, shall receive any retirement or other benefits for which they may be otherwise eligible based upon their full salary; while on reduced load, however, University contributions to the 403(b) retirement plan shall be based on the pro-rated salary. A faculty member shall be permitted to vary the teaching load during the five (5) year period, provided, however, that teaching load may be reduced but not increased during the five (5) year period. A faculty member shall not be permitted to reduce the teaching load below six (6) semester hours per academic year.

2. Alternatively, a faculty member may elect to reduce the teaching load for five (5) semesters during which time they must teach 22.5 credits, with no reduction in salary (partial sabbatical). Faculty electing this option shall receive full fringe benefits and, upon separation from the University shall receive any retirement or other benefits for which they may be otherwise eligible based

upon their full salary. The allocation of the reduced teaching load shall be approved by the Chair of the faculty member's department, taking into account the needs of the department and the faculty member's preferences. The faculty member shall be permitted to satisfy the teaching load requirement in a single semester, provided that the faculty member shall be required to teach during the last semester of employment in order to continue receiving benefits under this section.

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

(c) Except with the written approval of the Provost, a faculty member shall not be permitted to teach at another institution of higher education located in Nassau, Suffolk and Queens at any time while the faculty member is participating in the programs hereunder. Acceptance of such a position shall result in disqualification from the exit incentive program.

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

7.24 Retirement Health Benefits. As set forth below, retirement health benefits are available to full-time faculty members employed by the University prior to September 1, 2006 with ten (10) years of full-time continuous service as a faculty member at Hofstra and who have reached age fifty (50), provided the sum of their age and years of full-time continuous faculty service at Hofstra is equal to or greater than seventy (70). Election of retirement and the benefits scheduled herein must be made in writing by the faculty member, normally, at least two (2) months prior to the end of the semester in which the faculty member shall first be on retirement, except for cases in which there has been a significant change in the faculty member's, or their immediate family's health, causing the election of retirement benefits.

(a) Eligible Retirees Prior to September 1, 2016. The Retirement Health Plan for eligible faculty who retired or filed irrevocable agreements to

retire pursuant to Section 7.23 of this Agreement, prior to September 1, 2016, shall include medical, surgical, prescription and hospitalization benefits as specified in the Plan Benefit Summary for Medicare Eligible Retirees effective January 1, 2017and effective January 1, 2019, which, except for the changes noted in the Summary of Health Benefits for this plan, attached hereto as Appendices D-1 and D-2, provide at least the same coverage and level of benefits as existed under the prior collective bargaining agreement in effect through August 31, 2016.

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

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

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

(b) Eligible Faculty who retire on or before August 31, 2019 and those who have entered into Irrevocable Agreements to Retire. Full-time faculty members retiring on or before August 31, 2019, and those who have entered into irrevocable agreements signed and submitted by August 31, 2019, as provided in Article 7.23, or Exit Incentive agreements, signed and submitted by August 31, 2018, as provided in Article 7.27, shall be eligible for retiree health benefits as set forth in subsection (a) above, even though the retirement date may be effective at a later date

as permitted in Article 7.23. For such retirees, the retiree health benefits plans attached as Appendix D shall continue in effect for a period of five (5) years following the retirement date, provided that during such period, the maximum annual out-of-pocket medical expense may be increased to no more than $4,000 per person; and the prescription drug co-pays may be increased to no more than the drug co-payments for active employees in the POS plan, but only if such changes are applicable to other retirees and agreed to by the AAUP in the next round of CBA negotiations.

(c) Eligible Retirees on or after September 1, 2019. For full-time faculty members retiring on or after September 1, 2019, except for those who have filed an irrevocable agreement to retire in accordance with (b) above, retiree health benefits are available through the University until the retiree becomes eligible for Medicare, at which time all health care benefits through the University shall cease. The contribution schedule set forth in subsection (a) shall apply to pre-Medicare retirees.

7.25 Retiree Life Insurance. The group life insurance schedule for a retiree, who is eligible for retirement benefits by virtue of meeting the requirements specified in Article 7.26, shall remain the same as before retirement to age sixty-eight (68) and be reduced to ten thousand ($10,000) dollars of coverage at age sixty-eight (68) and further reduced to five thousand ($5,000) at age seventy-two (72), with the University paying the full premium.

7.26 Retiree Health Insurance - Dependents. Should a full-time faculty member of the bargaining unit, who is eligible for retirement benefits by virtue of meeting the requirements specified in Article 7.24, die or become totally disabled while still in the employ of the University, the faculty member's covered dependents may continue enrollment in any of the University's base hospitalization and major medical plans for which the faculty member would have been eligible on the same basis as if the faculty member had survived or had not become disabled.

7.27 One-time Exit Incentive. A one-time exit incentive shall be made available to full-time faculty members having twenty-five (25) years of service (as of the effective date of retirement from the University) who are Medicare-eligible and who have not previously opted for the existing exit incentives set forth in Article 7.23 on the following terms:

(a) At a date after September 1, 2016 and no later than August 31, 2018, the faculty member must enter into an irrevocable contract with the University to retire at the end of a specific semester and in any event no later than August 31, 2019.

(b) The faculty member shall receive one-half year's base salary (as then in effect), payable over a six (6)-month period.

(c) Faculty members electing to participate in this incentive shall be governed by the health care rules for retirees as set forth in Article 7.24(a) and (b) above.

7.28 Emeritus Status. Full-time and adjunct faculty who retire after twenty (20) years of continuous service shall automatically receive emeritus status and the privileges associated with such status as specified in FPS #29. In addition, faculty with emeritus status shall continue to have library borrowing privileges and a University computer account.

7.29 Faculty Discounts. All faculty in the bargaining unit and retirees shall be allowed the use of the Hofstra University Swimming Pool without charge and shall be given a twenty (20%) percent discount on services offered by the Joan and Arnold Saltzman Community Services Center. Nothing in this Article 7.30 shall operate to reduce discounts for University services received by faculty in the bargaining unit prior to September 1, 1991.

7.30 Banking Availability. The University shall maintain and make available to faculty a list of banking institutions that have agreed to offer discounted services to Hofstra faculty.

7.31 Joint Health Care Committee.

(a) Beginning September 1, 2016, the JSC will establish a Joint Health Care Subcommittee consisting of the 8 regular JSC members. The University and the Union may each invite five additional people to attend these meetings. This subcommittee will meet at least four times during the calendar year and/or whenever members of the committee request a meeting. The subcommittee will study, make recommendations, and evaluate options on any cost-containment strategies in health care

premiums and/or program administrator changes. It will also consider the development of wellness and prevention initiatives and collaborate on communication to, and the education of, faculty members and their families. The committee shall analyze health care data, and investigate, consider, and recommend activities that may have a potential for cost savings without diminishing any existing coverage or benefits. The University shall provide the data necessary to assist in such analysis.

(b) The University agrees that beginning in the spring of 2017 and annually thereafter, the University, including administrators responsible for administering the University's self-insured health program, and consultants retained by the University, shall meet with the Joint Health Care Committee to review relevant information relating to the costs of the self-insured plans. Such review shall include the claims history for the prior plan year, a discussion of the analysis used to establish the rates for the plan year in progress, and other relevant information to assist in the management of the cost of the University's health care plans. The AAUP shall be permitted to bring a consultant to such meeting (subject to an appropriate confidentiality agreement). It is understood that all data discussed shall be in the aggregate only, and no information regarding individual claims will be provided. The University also agrees to share the results of the claims reviews performed on each of the plans with the Committee, as well as reports, analysis, and recommendations prepared by the University's consultants, redacted to protect health and other confidential information. Follow up meetings will be held to the extent necessary.

ARTICLE 8: COMPENSATION

8.1 Percentage Increases.

(a) Effective September 1, 2021, each continuing full-time member of the bargaining unit shall receive a wage increase in their base salary of three (3%) percent over their base salary in the preceding academic year.

(b) Effective September 1, 2022 each continuing full-time member of the bargaining unit shall receive a wage increase in their base salary of three (3%) percent over their base salary in the preceding academic year.

(c) Effective September 1, 2023 each continuing full-time member of the bargaining unit shall receive a wage increase in their base salary of two and one-half (2.5%) percent over their base salary in the preceding academic year.

(d) Effective September 1, 2024 each continuing full-time member of the bargaining unit shall receive a wage increase in their base salary of two and one-half (2.5%) percent over their base salary in the preceding academic year.

(e) Effective September 1, 2025 each continuing full-time member of the bargaining unit shall receive a wage increase in their base salary of two and one-half (2.5%) percent over their base salary in the preceding academic year.

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

8.2 CPI Adjustments.

(a) Effective September 1, 2023 and 2024, if the percentage wage increase in the Consumer Price Index "CPI-U" for the New York-Northern New Jersey-Long Island Area (All Urban, not seasonally adjusted) for the period July of the preceding year to June of the academic year to which the wage increase applies, is more than four (4%) percent, then the

salary adjustment effective September 1 of that academic year shall be an additional one-quarter (.25%) percent for each one-half (.5%) percent increase in the CPI above four (4%) percent. However, in no event shall the increase exceed six (6%) percent.

8.3 Flat Sum Amounts. The University shall also pay the following flat sum amounts to each continuing full-time member of the bargaining unit on the dates indicated:

1/15/22 - $500

1/15/23 - $500

1/15/25 - $750

1/15/26 - $750

By September 1 of the year preceding each such payment, the Union may direct that these payments shall instead be made into Health Reimbursement Accounts ("HRA") for each full-time member of the bargaining unit. Such HRA's shall be usable for all IRS-eligible health expenses and unused amounts shall be permitted to be rolled over until the member leaves their employment with the University at which point the amount remaining in the HRA will be subject to spend down provisions for a period of two years following separation from employment. Those full-time bargaining unit members who do not participate in a Hofstra health plan may be required to provide annual certifications of alternate group coverage or otherwise ensure legal compliance.

8.4 Minimum Rates. Effective September 1, 2021, the minimum base rate of pay for full-time faculty members of the bargaining unit shall be increased by one-half of the annual percentage wage increase applicable to continuing full-time faculty as follows:

Instructor	$53,845
Assistant Professor	$60,079
Associate Professor	$68,013
Professor	$75,949

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

	9/1/22	9/1/23	9/1/24	9/1/25
Instructor	$55,460	$56,847	$58,268	$59,725
Assistant Professor	$61,881	$63,428	$65,014	$66,639
Associate Professor	$70,053	$71,804	$73,599	$75,439
Professor	$78,227	$80,183	$82,188	$84,243

8.5 Promotional Increases. Effective September 1, 2021, full-time faculty members who are promoted to the rank of Associate Professor shall receive a promotional increase of four thousand ($4,000) dollars for such promotion; full-time faculty members who are promoted to the rank of Professor shall receive a promotional increase of six thousand ($6,000) dollars for such promotion. Such promotional increases awarded under this Article 8.5 shall be applied after the salary increases are awarded to such faculty members under Articles 8.1 and 8.2. See MOU's in Appendix G regarding promotional increases in 2020.

8.6 Adjunct Increases. Effective September 1 of each year covered by this Agreement, all continuing adjunct faculty members of the bargaining unit shall receive the same percentage wage increase as specified for continuing full-time faculty for that year.

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

For the purpose of this Article 8.6, continuing adjunct faculty shall mean adjunct faculty who are members of the bargaining unit under Article 2.2 of this Collective Bargaining Agreement, and who have taught at least one (1) course during the immediately preceding academic year in which the increase applies, unless such adjunct did not teach in the preceding academic year because such adjunct was (a) on leave during that year as provided in Article 7 of this Agreement or (b) was not offered the opportunity to teach during that year.

8.7 Adjunct Faculty Longevity Increases. All regular adjunct faculty members as defined under Article 2.2 of this Agreement shall receive a longevity wage increase of five (5%) percent in the semester following their 10th semester of employment by the University or the equivalent in credits taught as specified in Article 24.10. All regular adjunct faculty members as defined under Article 2.2 of this Agreement shall receive an additional longevity wage increase of six (6%) percent following their 20th semester of employment by the University or the equivalent in credits taught as specified in Article 24.10. All regular adjunct faculty members as defined under Article 2.2 of this Agreement shall receive an additional longevity wage increase of seven (7%) percent following their 40th semester of employment by the University or the equivalent in credits taught as specified in Article 24.10.

8.8 Adjunct Faculty Promotional Increases. All regular adjunct faculty members as defined in Article 2.2 of this Agreement shall receive a promotional increase of six (6%) percent upon promotion to Assistant Professor, Associate Professor or Professor. Such promotion increase under this Article 8.8 shall be applied after the salary increases are awarded to such adjunct faculty members under Articles 8.6 or 8.7.

8.9 Minimum Rates - Adjunct Faculty. Effective September 1, 2021 and thereafter during the term of this Agreement, the minimum base rate of pay for all adjunct faculty members of the bargaining unit shall be as follows:

Instructor	$1,314
Assistant Professor	$1,428
Associate Professor	$1,542
Professor	$1,657

Adjunct minimum rates for subsequent years covered by this agreement shall increase each year by the same percentage wage increase specified for that year for continuing faculty per Articles 8.1 and 8.2, calculated as follows:

	9/1/22	9/1/23	9/1/24	9/1/25
Instructor	$1,353	$1,387	$1,422	$1,458
Assistant Professor	$1,471	$1,508	$1,546	$1,585
Associate Professor	$1,588	$1,628	$1,669	$1,711
Professor	$1,707	$1,750	$1,794	$1,839

8.10 Overload Rates. Effective September 1, 2021 the overload rates for full-time faculty members of the bargaining unit shall be:

Instructor	$2,068
Assistant Professor	$2,240
Associate Professor	$2,406
Professor	$2,569

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

	9/1/22	9/1/23	9/1/24	9/1/25
Instructor	$2,130	$2,183	$2,238	$2,294
Assistant Professor	$2,307	$2,365	$2,424	$2,485
Associate Professor	$2,478	$2,540	$2,604	$2,669
Professor	$2,646	$2,712	$2,780	$2,850

8.11 Summer Teaching. Any full-time faculty member who teaches in the Summer Sessions I, II or III shall receive the greater of one and eighty five one hundredths (1.85%) percent of their annual base salary for every one (1) semester hour taught during a summer session or the faculty member's overload rate. In addition, full-time faculty who teach during the summer sessions shall be eligible for a bonus payment. Such bonus payment shall be determined each year as follows: For each three and three quarters (3.75%) percent increase in Student Semester Hours (SSH), provided there is an accompanying increase of one-half "person" in average class size (defined as SSH as a ratio of faculty hours), each faculty member teaching in the Summer Session shall receive a bonus equal to fifty ($50) dollars per credit taught in the combined Summer Sessions. The increase in SSH and average class size shall be determined based on a comparison of the SSH and average class size for the entire Summer Session (Summer I, II and III) as compared to the prior year Summer Sessions. However, the SSH and average class size for the 1991 Summer Sessions shall be the base year should the SSH or average class size for any Summer Session fall below the 1991 Summer Session levels.

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

8.13 Full Professor Incentive. All full-time faculty members who have attained the rank of Professor and who have been in rank for at least six (6) years shall be eligible to apply for a monetary incentive of six thousand ($6,000) dollars to be applied after the salary increases are awarded under Articles 8.1 and 8.2. Such faculty members may be eligible to apply every six (6) years. Receiving this incentive requires that a faculty member demonstrate that they continue to meet the criteria for promotion to Professor (FS V). See MOU's in Appendix G regarding full Professor incentives in 2020.

8.14 Per Capita Compensation.

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

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

Academic Year	Per Faculty Point
2021/2022	$1,746
2022/2023	$1,798
2023/2024	$1,843
2024/2025	$1,889
2025/2026	$1,936

Adjunct faculty members may be compensated for per capita assignments only by stipend; full-time faculty have the option of being compensated on an on-load basis, although faculty regularly involved in doctoral dissertation and doctoral internship supervision are normally required to teach three (3) hours per semester of these activities as part of base load. Should the on-load equivalent of these doctoral internship and/or doctoral dissertation supervision activities be greater or less than what is needed for load in a given semester, the faculty member may elect to owe or bank credits per Article 6.7 or may elect to receive per capita compensation for the excess. Faculty taking three (3) hours of doctoral internship and/or doctoral dissertation supervision as part of base load will be given priority for the assignment of regular courses on overload.

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

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

Category 1 (ISP=H): Full-Semester Student Teaching
One (1) student = one (1) faculty point (6 students = 3 credits)

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

Category 2 (ISP=L): Summer or Half-Semester Student Teaching
One (1) student = .75 faculty point per summer session or half-semester (4 students per each half-semester = 3 credits over the whole semester)

Category 2 includes student teaching experiences that extend over one summer session or half of a regular fall or spring semester in which the faculty member holds weekly on-campus seminars and makes a minimum of two (2) observation visits per student per summer session or half-semester (that is, at least four (4) observations per student over the whole semester), with at least two (2) observations at each of the sites at which each student is placed.

Methods/observation (ISP=P)
One (1) student = .6 faculty point (10 students = 3 credits)

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

Participant/observation (ISP=V)
One (1) student = .3 faculty point (20 students = 3 credits)

Participant/observation supervision refers to those supervised field experiences where the faculty supervisor makes two (2) site visits per student to observe how the student implements teaching methods when

working with individuals and small groups in a classroom setting; this compensation does not cover on-campus seminars.

Internship A (ISP=I)
One (1) student = one (1) faculty point (6 students = 3 credits)

Internship A is defined as intensive internship supervision that requires weekly on-campus seminars as well as three (3) or more site visits per student; or weekly seminars that are longer than a normal class period and meet for an extended semester, with review of weekly written case reports by each student for that student's client, continuous on-call availability of the faculty member for supervision, and two (2) or three (3) hours per week assisting students' clients and/or making site visits as needed.

Internship B (ISP=M)
One (1) student = .75 faculty point (8 students = 3 credits)

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

Internship C (ISP=F)
One (1) student = .5 faculty point (12 students = 3 credits)

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

Internship D (ISP=N)
One (1) student = 1 faculty point (6 students = 3 credits)

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

Field Experience E (ISP=K)

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

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

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

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

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

Each member of a doctoral dissertation committee other than the chairperson of the committee, up to a maximum of two (2) committee members, shall receive a stipend of one hundred and seventy-five ($175) dollars each upon completion of the dissertation; dissertation readers present only for the oral examination shall receive a stipend of one hundred ($100) dollars upon completion of the dissertation.

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

Excluding the continued supervision of doctoral dissertations for which the faculty member has already received compensation for six (6) semesters, a faculty member may not supervise more than six (6) doctoral dissertations per semester. If a student completes a dissertation in less than four (4) semesters, the dissertation supervisor shall receive a minimum equal to the sum of the stipends that would

have been paid in the first four (4) consecutive semesters in which the student registered for dissertation advisement.

C. Undergraduate and Graduate Tutorials, the Individually Negotiated Honors Option, Undergraduate Honors, Undergraduate Internship, MAP, UWW, off-campus education and PALS Projects

Category I (ISP=1)

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

This category includes tutorial instruction requiring three (3) to five (5) meetings per semester with the student, plus grading of an examination, a paper and/or a series of essays (typically a 1-1.5 credit course; includes off-campus education projects in a comparable credit range and the Individually Negotiated Honors Option).

Category II (ISP=2)

One (1) undergraduate student = .46 faculty points
One (1) graduate student = .50 faculty points

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

Category III (ISP=3)

One (1) undergraduate student = .73 faculty points
One (1) graduate student = .75 faculty points

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

Category IV (ISP=4)

One (1) student = .85 faculty points

This category includes supervision of projects that, in addition to nine (9) to twelve (12) hours of proposal development in the prior semester, require weekly meetings (or the equivalent) with the student, plus grading of a paper or project; includes 4-credit senior projects and UWW-21 contracts.

Category V (ISP=5)

One (1) student = .5 faculty points

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

Category VI (ISP=Q)

One (1) student = 1.4 faculty points

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

Category VII (ISP=R)

One (1) student = 1.0 faculty points

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

Category VIII (ISP=S)

One (1) student = 1.7 faculty points

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

Category IX (ISP=G)

One (1) student = .75 faculty points

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

Category X (ISP=T)

One (1) student = .5 faculty points

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

Category XI (ISP=U)

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

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

D. Private Music Instruction

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

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

Level 3 (ISP=8): Ten (10) intensive private lessons plus ten (10) coaching lessons for a full recital
One (1) student = 1.1 faculty points

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

Should an error be discovered in the placement of a course in one (1) of the above-specified categories, the placement of the course shall be reviewed by the Joint Standing Committee. The placement of the course shall be changed upon agreement by the Joint Standing Committee with the new placement becoming effective as of the next academic year. If agreement cannot be reached as to a change, the course placement shall remain as herein specified.

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

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

Full-time and adjunct faculty who teach in the Executive MBA (EMBA) Program shall receive one and one-half (1.5) credits for every one (1) credit taught in the program. Unless there is a minimum of twenty-five (25) students in each cohort enrolled in the program, full-time faculty may teach in this program only on an overload basis; faculty scheduled to teach a course in the program shall be notified at least one (1) month prior to the start of classes if only overload

compensation is available and shall have the option of declining the course. At such time as the minimum of twenty-five (25) students per cohort is met, full-time faculty may, at the faculty member's discretion, take the credits on load or be compensated at their regular overload rate; adjunct faculty shall be compensated for the credits at their regular adjunct rate. Full-time faculty may bank credits earned from teaching in this program up to the limits specified in Article 6 of this Agreement.

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

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

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

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

8.18 Compression Adjustment.

Effective September 1, 2024, a sum not to exceed $360,000 shall be allocated for a compression adjustment. One-half of the fund will be used for the adjustment of the salary of continuing full-time faculty impacted by salary inversion, *i.e.*, faculty whose base salary is below similarly situated faculty in the same department (taking into account research and scholarly production, teaching excellence and service), based upon criteria to be agreed upon by the parties. The other half of the fund will be used to adjust the base rates, including but not limited to ISP rates, paid to adjuncts in a manner to be agreed to by the parties. If the full amount of each fund is not needed to correct inequities, any excess shall be distributed in such other manner as the parties may agree.

ARTICLE 9: LIBRARY

9.1 Working Conditions.

A. Work Year

1. Normal Work Year: Full-time Library faculty are expected to combine traditional librarianship responsibilities with teaching of credit-bearing courses. Library faculty shall normally teach six (6) credit hours per year on base, with no more than twelve (12) separate sections required per year and no more than four (4) credits required per semester. However, full-time faculty appointed prior to September 1, 2006 shall not be required to teach credit-bearing courses.

(a) The normal work year for full-time Library faculty shall be one hundred ninety (190) days distributed throughout the academic year, with a correspondence of ten and one-half (10.5) days per credit-hour (190 days = 18 credit hours). When teaching responsibilities are assigned on load, librarianship responsibilities shall take into account the faculty member's teaching load. Library faculty shall not be required to work during the Christmas/New Year break, Spring break, Spring recess, during the period between the last summer session and the first day of undergraduate classes in the fall semester, or on any University holiday.

(b) If a faculty member does not complete their one hundred ninety (190) workdays, the faculty member shall re-pay the days owed within two (2) years of the end of the academic year in which the shortfall occurred. A full-time Library faculty member who owes days to the University must arrange to repay those days prior to the termination of their employment at the University.

2. Partial Work Year

(a) Regular Library Faculty:

(1) A full-time Library faculty member appointed at the rank of Instructor who begins full-time service between September

1 and February 29 in an academic year shall receive an initial appointment that expires on August 31 in the faculty member's second academic year. The faculty member's first reappointment shall be for a period of two (2) years, ending August 31 in the faculty member's fourth year of service. Subsequent reappointments at the rank of Instructor shall be for a period of one (1) year.

(2) A full-time Library faculty member appointed at the rank of Instructor who begins full-time service between March 1 and August 31 in an academic year shall receive an initial appointment that expires on December 31 in the faculty member's third academic year. The faculty member's first reappointment shall be for the period beginning January 1 in the faculty member's third academic year and ending August 31 in the faculty member's fourth academic year. Subsequent reappointments at the rank of Instructor shall be for a period of one (1) year.

(3) A full-time Library faculty member appointed at the rank of Assistant Professor or higher who begins full-time service between September 1 and February 29 in an academic year shall receive an initial appointment that expires on August 31 in the faculty member's third academic year. Subsequent reappointments shall be for a period of two (2) years, except in those cases where there is only one (1) year remaining in the faculty member's tenure probationary period, in which case a one (1) year appointment shall be offered.

(4) A full-time Library faculty member appointed at the rank of Assistant Professor or higher who begins full-time service between March 1 and August 31 in an academic year shall receive an initial appointment that expires on August 31 in the faculty member's third academic year. Subsequent reappointments shall be for a period of two (2) years, except in those cases where there is only one (1) year remaining in the faculty member's tenure probationary period, in which case a one (1) year appointment shall be offered.

(5) The number of workdays required of a full-time Library faculty for a period of appointment that is less than a full academic year shall be pro-rated as specified in Schedule A below and shall be stated in the contract offered to the faculty member.

Schedule A

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

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

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

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

shall be as specified in Article 6.1 for faculty whose initial appointment commenced in the Spring semester.

(b) Temporary full-time Library faculty:

Temporary full-time Library faculty with appointments of four (4) months or less shall be required to work five (5) normal workdays a week as per Section B. of this Article 9.1, except for University holidays and days on which administrative and/or academic offices are closed, and/or the Library is closed for inclement weather or other emergencies, and shall earn vacation days at the rate of 2.1 days for every twenty (20) days worked. If a temporary appointment is renewed within four (4) months of termination, the required number of workdays in the renewal shall be determined on the basis of Schedule A.

B. Work Schedules

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

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

1. Scheduling

In consultation with the faculty and with consideration for departmental and individual faculty needs, the Department Chairperson shall be responsible for developing faculty schedules and implementing departmental and Library priorities. By June 1 and December 1 of each year, Library faculty shall submit to the Department Chairperson a projection of the number of days they would like to work during the subsequent six (6) months. By August 15 and February 15 of each

year, Library faculty shall receive notification of the number of days they have been assigned to work in each of the subsequent six (6) months. Library faculty shall submit their preferred workdays for each month by the first day of the previous month. Library faculty shall receive notification of the specific days on which they are scheduled to work each month by the end of the second week of the preceding month, with prior notice and discussion if there are substantial changes from the schedule requested by the faculty member.

Schedules shall be made reasonably and fairly, with consideration for departmental and individual faculty needs, and with timely notification to faculty. It is understood that, with the approval of the Department Chairperson, schedules may be modified to accommodate emerging needs of the Library and/or faculty member.

Faculty may make requests for specific non-work days up to one (1) year in advance; Department Chairpersons shall respond, in writing, within three (3) weeks of receipt of the request and must provide a reasonable explanation if the request is denied. The schedule approved by the Department Chairperson shall serve as the basis for calculating the days allotted to sick leave, bereavement and jury duty. If the schedule has not yet been approved, the days allotted to sick leave, bereavement and jury duty shall be determined by assuming that the faculty member would have worked each successive workday (excluding weekends, intersessions, the Thanksgiving recess, the Christmas/New Year recess, Spring recess, Spring break, and University Holidays) until they have completed their required number of annual workdays.

2. Evening and Weekend Responsibilities

Full-time Library faculty with reference responsibilities (including reference responsibilities in the Curriculum Materials Center) may be asked to volunteer for weekend and extended evening coverage. Faculty who do not volunteer for weekend and/or evening responsibilities shall be guaranteed the following limitations on their work schedule:

(a) Saturday duty no more than once per month.

(b) Saturday duty only during the Spring and Fall semesters.

(c) No Saturday duty during summer sessions, intersessions, the Thanksgiving recess, January intersession, Christmas/New Year recess (extending from the day after the last undergraduate final examination until the first work day after New Year's Day), Spring recess, Spring break, and holiday weekends including: Labor Day, Easter**,** Memorial Day and Independence Day. In addition, no full-time Library faculty shall be required to return from a vacation for Saturday duty.

(d) No required Sunday duty.

(e) Evening duty no more than once a week and only during class and examination periods. If special activities (*e.g.* training sessions, bibliographic instruction, or workshops) require that a Library faculty member work an additional evening, the Library faculty member shall, at the option of the Library faculty member, receive overload compensation or compensatory time; within the limits specified in Article 6, compensatory time may be banked for up to three (3) years.

(f) Full-time Library faculty who do not have reference responsibilities included in their assignments shall not normally be required to work on weekends or evenings. Such assignments shall only be made with the agreement of the faculty member involved.

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

Notwithstanding the above, all full-time faculty may be asked to work additional evenings and/or weekend days or during an intersession, recess, break or University holiday in case of emergency or when substitutes are needed for persons ill or on vacation. Additionally, all appropriate full-time Library faculty and Library administrators shall be present as Library resource persons, as needed, for functions such as

College-For-A-Day, Homecoming Weekend, Junior Open House and Accepted Students' Day.

3. Released Time: The University may provide released time or a stipend to compensate Library faculty for work on assignments for the University. Library faculty receiving released time for such assignments shall be released from one-eighteenth (1/18th) of the required number of work days, *i.e.*, ten and one-half (10.5) days per year, for each semester hour of released time. Stipends shall be in accord with the provisions of Article 6.5 of this Collective Bargaining Agreement.

4. Inclement Weather and other Emergency Situations

   a. Library faculty shall not be required to work when classes are canceled, University administrative and/or academic offices are closed, when weekend academic and cultural events are canceled, or when the University is closed due to inclement weather or other emergencies.

   b. When closings or cancellations occur prior to the start of their scheduled workday because of inclement weather or other emergency situations:

      (1) Library faculty scheduled to work who do not report for work shall receive credit for having completed their regularly scheduled hours

      (2) Faculty coverage of Library services shall be on a voluntary basis if, due to inclement weather or other emergency situations:

         (a) A decision to close academic administrative offices or to cancel classes is made prior to the normally scheduled opening of the Library or

         (b) On a weekend, a decision to cancel scheduled weekend events and classes, if any, is made prior to the normally scheduled opening of the Library.

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

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

(a) Overload payment shall be at the rate of one and one half (1.5) times the faculty member's regular overload rate; if, due to curtailed hours or an early closing, the faculty member works less than four (4) hours, the faculty member shall be compensated for four (4) hours of work at one and one-half (1.5) the faculty member's regular overload rate.

(b) If the faculty member chooses compensatory time, the faculty member shall earn one and one-half (1.5) hours of compensatory time for each hour worked; if, due to curtailed hours or an early closing, the faculty member works less than four (4) hours, the faculty member shall receive credit for one (1) regular workday.

c. On days when the opening of the Library is delayed due to inclement weather or other emergency situations, full-time Library faculty who were scheduled to report to work earlier than the delayed opening time shall receive credit for having completed their scheduled hours for the day if they report to work at the time of the delayed opening and leave at their scheduled time or, if the library closes earlier, at the closing time designated by the University.

If there is a delayed opening of the Library on weekends, Library faculty who were scheduled to report for work earlier than the delayed opening time shall receive credit for having completed

their scheduled hours if they report to work at the time of the delayed opening and leave at their scheduled time or, if the Library closes earlier, at the closing time designated by the University.

d. If, after a Library faculty has reported for work as scheduled, academic administrative offices are closed or classes are cancelled due to inclement weather or other emergency situations, the faculty member shall receive credit for having completed their scheduled hours for the day if they leave at the time that academic administrative offices close.

If the Department Chairperson notifies a faculty member not to report for work because of an announced early closing, the faculty member shall be credited for having completed their scheduled hours for the day.

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

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

9.2 Overload, Compensatory Time and Banked Time. Except in those cases where a faculty member is re-paying time owed to the University, assignments above one hundred ninety (190) days per academic year shall be referred to as overload assignments. Overload assignments may be compensated by either overload pay at the rates specified in this Agreement or by compensatory time. When compensatory time is taken after the completion of the academic year in which the overload assignment was completed, the process of carrying over the time to another academic year shall be referred to

as banking. If a faculty member cannot take compensatory time within the work year in which it is earned, the faculty member may request permission to bank their compensatory time subject to the approvals specified below.

All overload assignments must be approved by the Department Chairperson and may include days allocated to provide an appropriate balance of adjunct and full-time Library coverage, to provide coverage in case of illness or emergency situations, to complete time-intensive assignments, to teach credit-bearing courses, to complete special assignments and/or to provide coverage at times when full-time Library faculty are not required to be on duty. When the assignment requires funds in excess of those budgeted, the approval of the Dean is also required and the faculty member shall be so notified. The faculty member shall receive timely notification, in writing, of the Chairperson's decision and, if necessary, the Dean's decision.

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

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

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

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

9.3 Holiday Compensation. No full-time Library faculty member (including temporary full-time faculty) shall be required to work on a University holiday.

Full-time Library faculty (including temporary full-time faculty) who work on a University holiday with the approval of their Department Chairperson shall receive, at the option of the faculty member, either compensatory time or overload compensation. Overload compensation or compensatory time shall be calculated at time and a half. In no case, however, shall a full-time Library faculty member who completes their scheduled Holiday assignment be compensated for less than four (4) hours of work at time and a half.

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

9.4 Professional Development and University Service.

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

Travel or expense reimbursement for attendance at conferences and professional meetings shall be in accord with Article 6.20 of this Agreement, FPS #24 and other University policies governing faculty travel.

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

Attendance at activities covered by this paragraph must be initiated or approved by the appropriate Department Chairperson and the Dean.

B. Given the professional nature of the library faculty members' duties and responsibilities, librarians may participate in University service and other University activities during regular work hours provided they otherwise meet their responsibilities (including any date and time specific responsibilities such as teaching or reference desk coverage, etc.)

C. Full-time Library faculty shall be eligible for Special Leave on the same basis as teaching faculty as per Article 6.17 of this Agreement and FPS #22.

D. Full-time Library faculty shall also be eligible for General Leave in accord with Article 7 of this Agreement and FPS #21, with the understanding that Library faculty appointed prior to the completion of a second graduate degree shall qualify for the same benefits in Article 7.16 as teaching faculty appointed prior to the completion of a doctorate. In calculating leave time, each one (1) credit of leave shall be equivalent to 10.5 workdays.

9.5 Sick Leave, Bereavement Leave, and Jury Duty.

A. Sick leave shall be in accord with Faculty Policy Series #20 except that, in the Library, sick leave shall be expended throughout the year in days. Days on which the Library faculty member was not scheduled to work shall not be included in the calculation of sick leave. The faculty member's schedule as per Article 9.1.2.B. shall be used to determine the number of remaining workdays required of the faculty member upon return from sick leave. If the verification requested pursuant to Article 7.12 (a) of this Collective Bargaining Agreement is not provided, the sick day(s) for which the faculty member was out shall not be charged against sick leave nor count as workdays.

B. In the event of the death of a Library faculty member's spouse, same-sex domestic partner, parent, sibling, parent-in-law, child (including stepchild, foster child or legally adopted child or the child of a Library faculty member's same sex domestic partner), a leave of absence of one (1) week from the date of death shall be granted to the bereaved

Library faculty member; any previously scheduled workdays falling within that period shall be counted as workdays in fulfilling the faculty member's one hundred ninety (190) day workyear.

C. Full-time Library faculty shall be expected to make every attempt to schedule jury duty assignments during the January and summer sessions. When a Library faculty member must miss previously scheduled workdays because of jury duty, the scheduled workdays spent in jury duty shall count as workdays.

9.6 Adjunct Library Faculty. Adjunct Library faculty are defined as those employed for less than the equivalent of one-hundred forty-two (142) workdays (as defined in Article 9.2) a year. Adjunct faculty shall not work more than thirty-one (31) hours per week nor one thousand (1,000) hours per academic year. They shall have the same ranks as part-time teaching faculty, in addition to a graduated salary scale based on rank and years of service.

1. Promotion

Upon receipt of a second graduate degree, an Adjunct Instructor in Library Services shall automatically be promoted to the rank of Adjunct Assistant Professor of Library Services.

2. Health/Life Insurance Benefits and Tuition Remission

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

3. University Holidays, Inclement Weather and other Emergency Situations

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

(a) If the Library is closed for a holiday or other reasons determined by the University, due to inclement weather or other emergency situations on their normally scheduled workday, or

(b) If, on their normally scheduled workday, the opening of the library is delayed due to inclement weather or other emergency situations and the faculty member reports to work at the normal opening and leaves at their scheduled time or, if the library is closed early, at the closing time designated by the University, or

(c) If, after the adjunct faculty member reports to work, administrative offices are closed or classes are canceled due to inclement weather or other emergency situations and the faculty member leaves at that time, or

(d) If, due to inclement weather or other emergency situations, the Department Chairperson notifies a faculty member not to report for work.

The Department Chairperson may request adjunct Library faculty members to volunteer to work when the Library is open on University Holidays, when administrative and/or academic offices are closed or when the University is closed due to inclement weather or other emergencies. Faculty accepting such assignments shall, in addition to compensation for any hours they were scheduled to work that day, receive overload compensation at time and one-half the applicable adjunct faculty rate. If a faculty member who accepts such an assignment reports to work but works less than four hours due to the Library closing, they will be compensated for four (4) hours of work at the rates indicated.

5. Vacation Compensation

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

6. Medical Leave

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

First 2 years or up to and including 1,470 hours of service		1 normally scheduled workday per academic year
3rd and 4th years or from greater than 1,470 hours of service up to and including 2,940 hours of service		3 normally scheduled workdays per academic year
5th, 6th, and 7th years or from greater than 2,940 hours of service up to and including 5,880 hours of service		5 normally scheduled workdays per academic year
8th through 14th years or from greater than 5,880 hours of service up to and including 10,290 hours of service		10 normally scheduled workdays per academic year
At least 15th year or greater than 10,290 hours of service		15 normally scheduled workdays per academic year

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

9.7 Hourly Compensation Schedule for Adjunct Library Faculty and for Full-Time Library Faculty Overload. Adjunct Library faculty and full-time Library faculty who are receiving overload compensation for Library duties other than those for which other rates are specified in this Article shall be paid hourly wages according to a graduated scale based on rank and years in service at the University as follows:

Effective September 1, 2021:

Years of Service	Adjunct Instructor	Adjunct Assistant Professor	Adjunct Associate Professor	Adjunct Professor
First 2 Years	$50.04	$60.12	$66.78	$74.41
3rd and 4th Years	$58.47	$66.78	$75.15	$83.43
5 Years or more	$62.74	$70.98	$79.36	$91.79

Rates for subsequent years covered by this agreement shall increase each year by the same percentage wage increase specified for that year for continuing faculty per Articles 8.1 and 8.2, calculated as follows:

Effective September 1, 2022:

Years of Service	Adjunct Instructor	Adjunct Assistant Professor	Adjunct Associate Professor	Adjunct Professor
First 2 Years	$51.54	$61.92	$68.78	$76.64
3rd and 4th Years	$60.22	$68.78	$77.40	$85.93
5 Years or more	$64.62	$73.11	$81.74	$94.54

Effective September 1, 2023:

Years of Service	Adjunct Instructor	Adjunct Assistant Professor	Adjunct Associate Professor	Adjunct Professor
First 2 Years	$52.83	$63.47	$70.50	$78.56
3rd and 4th Years	$61.73	$70.50	$79.34	$88.08
5 Years or more	$66.24	$74.94	$83.78	$96.90

Effective September 1, 2024:

Years of Service	Adjunct Instructor	Adjunct Assistant Professor	Adjunct Associate Professor	Adjunct Professor
First 2 Years	$54.15	$65.06	$72.26	$80.52
3rd and 4th Years	$63.27	$72.26	$81.32	$90.28
5 Years or more	$67.90	$76.81	$85.87	$99.32

Effective September 1, 2025:

Years of Service	Adjunct Instructor	Adjunct Assistant Professor	Adjunct Associate Professor	Adjunct Professor
First 2 Years	$55.50	$66.69	$74.07	$82.53
3rd and 4th Years	$64.85	$74.07	$83.35	$92.54
5 Years or more	$69.60	$78.73	$88.02	$101.80

The hourly rates for adjunct library faculty and overload shall increase on September 1, 2016 and September 1 of each subsequent academic year covered by this Collective Bargaining Agreement by the percentage increase applicable to the teaching faculty as per Article 8 of this Agreement as shown above.

9.8 Compensation for Teaching.

A. Library Research Classes:

Library research classes offered by Library faculty for students enrolled in courses for which faculty in other academic departments have teaching responsibility shall be considered as part of a Library faculty member's regular Library responsibilities. If the work is done as part of a Library faculty member's regularly scheduled workdays, no additional compensation will be given for this work. In those cases where a Library faculty member is requested to give a research class in addition to their regularly scheduled workdays, they will be compensated, at the election of the faculty member, either by overload compensation or compensatory time. Overload compensation for these research classes shall be in accord with the rates specified in Article 9.7 of this Agreement.

B. Workshops:

For purposes of this Article, workshops shall refer to classes taught by Library faculty for which the students pay tuition but do not receive

degree credit (*e.g.*, the workshops currently offered to the students in the Zarb School of Business and the School of Education, Health and Human Services). Library faculty who teach these workshops as part of their regularly scheduled workdays shall not receive additional compensation for this work. In those cases where a Library faculty member teaches a workshop in addition to their regularly scheduled workdays, the credits earned by full-time and adjunct faculty shall be calculated on the basis of the formula currently in effect. A full-time faculty member shall be compensated for the credits earned either by overload compensation or compensatory time that may be banked. Overload compensation for the credits earned shall be in accord with the overload rates specified in Article 8.10; adjunct faculty shall receive a base rate for adjunct teaching that is no lower than the minimums specified in Article 8.9 and is commensurate with their experience and qualifications.

C. Credit-bearing Courses:

All Library faculty who were not appointed with teaching as part of their regular workload may apply to the Library DPC and their Department Chairperson for assignments to teach credit-bearing courses. Such assignments shall be made following the procedures outlined in Articles 5.4 and 5.5 of this CBA. Library faculty are not required to teach credit-bearing courses in addition to their regular workload nor are they guaranteed credit-bearing courses to teach in addition to their regular workload. When assigned to teach courses for which students receive degree credit:

1. Full-time Library faculty may, at the faculty member's option, elect (*i*) overload compensation for these assignments, (*ii*) include these assignments as part of their annual one hundred ninety (190) day workyear or, (*iii*) with the permission of the Department Chairperson, the Dean and the Provost, bank the time accrued in those assignments. Notwithstanding the above, Library faculty who were appointed with teaching as part of their regular load will not have the option of overload compensation or banking unless the teaching assignments is in excess of their required workload.

(a) Full-time Library faculty who receive overload compensation shall be compensated on the basis of the overload rates specified in Article 8.9 of this Agreement for teaching faculty.

(b) If the teaching is done as part of a Library faculty member's one hundred and ninety (190) day workyear, no additional compensation will be given for this work; the faculty member's one hundred ninety (190) day workyear shall be reduced by ten and one-half (10.5) days per credit taught.

(c) If the faculty banks the time, the faculty member shall earn ten and one-half (10.5) days of banked time for every credit taught. The time banked, in combination with all other time banked by that faculty member, may not exceed the equivalent of the number of credits specified in Article 6.5 of this Agreement.

2. An adjunct Library faculty member shall be compensated at an adjunct teaching rate per credit commensurate with their experience and qualifications if requested to teach a credit-bearing course or workshop (per Article 9.8 of this Agreement). Teaching assignments shall be made only with the agreement of the faculty member involved.

3. Library faculty who teach credit-bearing courses in programs where the faculty credits earned exceed the student credit hours (*e.g.*, the First Year Program) shall be compensated at the same credit ratio as other faculty.

ARTICLE10: REDUCTION OF FACULTY AS A CONSEQUENCE OF CURRICULAR CURTAILMENT OR FINANCIAL EXIGENCY

10.1 Reduction of Faculty. This Article specifies the means by which the University may effect a reduction in the number of full-time faculty for reasons of declining enrollment, curricular curtailment, course elimination, or financial factors within the affected academic unit, including the failure to reappoint probationary faculty for any of the above stated reasons; or for financial exigency of the University.

10.2 Alternatives. When there is a demonstrable need to terminate faculty, as specified above, the Administration, in consultation with the departments involved, shall pursue alternatives that shall allow such faculty to remain employed at the University. Specific measures taken may include, but shall not be limited to, each of the following:

(a) Provide an opportunity for full-time and adjunct faculty to apply for vacant teaching positions for which they are qualified, in other areas of the University.

(b) Provide an opportunity for full-time faculty to complete full-time teaching loads in another area of the University in which they are qualified.

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

(d) Other options which may be considered are:

1. Joint teaching assignments at other institutions while retaining tenure, seniority and fringe benefits.

2. Faculty with inadequate qualifications to teach in another area may be retrained up to a maximum of one (1) semester during the terminal year, and continued during such period on base salary on a reduced load basis during the retraining period with no charge for courses taken at Hofstra and with fringe benefits continued.

3. Transfer to vacant non-teaching positions for which they are qualified.

4. Offer of reduced load on a prorated basis without loss of tenure and such fringe benefits as are permitted under existing contracts with insurance carriers.

5. Early retirement. (See Article 7.)

10.3 Agreement for Alternatives. All of the options referred to above must be agreed to by both the Administration and the faculty member involved.

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

(a) Eliminate faculty overload within the department where there are faculty without full work loads who are qualified to teach such overload Courses.

(b) Eliminate teaching duties by administrators in the affected department unless it can be demonstrated that the administrator's teaching does not contribute to the termination of the full-time or adjunct members of the affected department nor reduce the normal load of an adjunct member in the affected department.

(c) Terminate teaching assistants and teaching interns who have full responsibility for courses within the affected department.

(d) Reduce the number of adjunct members teaching in the department or program such that the percentage of courses taught by adjuncts in the department or program is equal to the average percentage of courses taught by adjuncts in the department or program during the last three (3) academic years.

(e) Reduction shall next take place among non-tenured, full-time faculty according to seniority within such group in the affected

department or program, provided the senior faculty member is qualified to teach the courses in question.

(f) Reduction shall next take place among the remaining adjunct faculty in the department or program on the basis of seniority.

(g) Reduction shall next take place among tenured, full-time faculty members according to seniority in the department or program affected, provided that the senior member is qualified to teach the courses in question.

10.5 Obligation to Assign Courses. In no case may a tenured full-time faculty member be released hereunder, if there are semester hours of unassigned courses that they are qualified to teach in any department totaling the minimum teaching load applicable to that faculty member for each of both semesters.

10.6 Determination of Qualifications. The initial recommendations hereunder regarding the qualifications of the individual shall be made independently by both the chairperson and the DPC and shall be treated as non-reappointment for the purpose of review under the Article 5 procedure.

10.7 Administration Notice to Reduce Faculty Size. Any proposal by the Administration to reduce the size of the faculty as set forth above shall be submitted in writing to the AAUP and to the department directly affected as soon as possible after the Proposal is formulated, but not later than one (1) month prior to the issuance of any notices of termination under Article 9.9 (excluding members with two (2) years or less of service at Hofstra). The proposal shall contain: the number of proposed reductions identified by program, department, or college; the timetable; and a brief statement of justification and ramifications.

10.8 AAUP Response to Notice. Within two (2) weeks of receipt of such a proposal, the AAUP shall make recommendations to the President. The President and, where appropriate, the Board of Trustees, shall give great weight to the recommendations of the AAUP. If there is disagreement between the AAUP and the President, the President shall submit a detailed statement of reasons in writing to the AAUP within two (2) weeks of the AAUP's response. If there is still disagreement, the proposal shall be submitted to the UAB, which shall make its recommendation in accordance with Article 5.15.

10.9 Notice and Effective Dates. Full-time faculty members with more than two (2) years of consecutive service at Hofstra University shall be given notice of termination not later than October 31 and the termination shall be effective at the end of the academic year in which the notice is given.

(a) Faculty members who receive notice of termination and who do not have a full teaching load during the notice period shall be required to be on campus on a full-time basis and available for assignment as needed. Where full-time administrative positions are vacant, efforts shall be made to fill these positions with qualified faculty in the pool.

(b) Tenured faculty who are terminated under this Article shall be recalled by the University according to seniority for a period of up to five (5) years after the effective date of termination in the event that the University is able to provide a full work load for which the faculty member is qualified.

(c) Non-tenured faculty who are terminated under this Article shall be recalled by the University according to seniority for a period of up to three (3) years after the effective date of termination in the event that the University is able to provide a full work load for which the faculty member is qualified.

(d) Notwithstanding anything to the contrary contained herein, in the event that changing teaching requirements of the departments call for additional sections, qualified terminated faculty shall be offered teaching assignments in order of seniority. Should the full-time faculty who were terminated in the department or program decline the assignment, it may be offered first to a qualified adjunct faculty member, next to a qualified administrator, and finally to a qualified full-time faculty member as overload.

10.10 Severance Pay - Non-Tenured Faculty. Non-tenured full-time members without teaching assignments in the hold-for-assignment pool who have received notice of termination and who elect to resign within thirty (30) days of receipt of such notice shall be given severance pay of one (1) month's salary

for each year of full-time service at Hofstra with a minimum of three (3) and a maximum of six (6) months' severance pay.

10.11 Severance Pay - Tenured Faculty. After the effective date of termination of a tenured faculty member under this Article, they shall receive one-half (1/2) month's salary for each year of non-tenured service at Hofstra and one month's salary for each year of tenured service at Hofstra, with a maximum of twelve (12) months' severance pay. Those faculty members with over twenty (20) years of service at Hofstra shall receive eighteen (18) months' salary as severance pay. This provision shall be in lieu of the early retirement allowance provided under Article 7 of this Collective Bargaining Agreement.

10.12 Payment Term. Payments under Articles 10.10 and 10.11 may be made on a monthly basis, the number of months to be agreed to by the faculty member and the Administration.

10.13 Recalled Faculty. Recalled tenured faculty members shall have tenure and rank continued but shall not have the period of layoff counted in total years of service for purposes of seniority. Recalled non-tenured faculty shall have rank continued but shall not have the period of layoff counted in total years of service for purposes of satisfying the probationary period for tenure or for purposes of seniority.

10.14 Recalled Faculty Response Time. A terminated faculty member who is offered recall must respond to the offer in writing within twenty (20) days, or else lose any recall rights. If the semester starts within sixty (60) days of such notice, the faculty member who has responded within the required twenty (20) days shall have the option to return for the semester after the one scheduled to begin within sixty (60) days of such notice, provided courses are still available, and the University shall have the right to hire adjunct faculty until their return.

10.15 Recalled Faculty Rights. Any faculty member who is recalled under this Article shall have all rights restored as provided by the FS and FPS.

10.16 Financial Exigency. Financial exigency shall be declared when it appears that there shall be an inability of the University to meet its financial commitments in any fiscal year. The reduction of faculty, as a consequence of bona fide financial exigency, shall be accomplished as soon as possible after the official declaration in accordance with procedures set forth in this Article.

10.17 Cost Curtailment. Prior to the reduction of faculty because of bona fide financial exigency, the Administration shall consult with the appropriate academic constituencies, including the AAUP, and take steps to attempt to curtail costs in other areas, such as the indirect costs of sustaining non-academic and academic programs. Also, consideration shall be given to the reduction in the number of administrative and support lines and the filling of academic and administrative vacancies with qualified members of the Hofstra faculty. Attempts shall continue to be made to increase revenue by all feasible means.

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

ARTICLE 11: NO STRIKE, WORK STOPPAGE OR LOCKOUT

11.1 No Strike. The AAUP and the University subscribe to the principle that any and all differences under this Agreement be resolved by peaceful and appropriate means without interruption of the University program. The AAUP, its officers, agents, affiliates, and faculty covered by this Agreement agree that during the term of this Agreement they shall not instigate, engage in, encourage, or condone any strike, work stoppage, or other acts that interfere with the University's operations.

11.2 No Lockout. The University agrees that during the term of this Agreement it shall not lock out any or all of the faculty members covered by this Agreement.

ARTICLE 12: DISCIPLINE

12.1 Adequate Cause Requirement. Bargaining unit members may not be disciplined without adequate cause relating, directly and substantially, to the fitness of the member in their professional capacity as teachers, librarian or researcher. Discipline includes but is not limited to a written warning, suspension or termination. Discipline will not be used to restrain bargaining unit members in their exercise of academic freedom or other rights of American citizens. Allegations that a bargaining unit member has violated FPS 43 shall be governed by the terms of that policy. All other alleged misconduct that could result in discipline will be governed by this Article.

12.2 Statement of Charges Requirement. If charges are brought by an individual, rather than the Administration or a Hofstra faculty member, the charging party must file a statement of charges with the Administration. If the Administration determines that there is a reasonable basis to proceed with the charges, the following procedures shall apply.

12.3 Service of Charge Statement. A statement of charges, framed with reasonable particularity will be served on the bargaining unit member and the AAUP. The bargaining unit member will have the right to respond to the charges in writing within twenty (20) days of receipt thereof. After the member's response to the charges are received or the time for filing such a response has expired, the Special Committee on Grievances of the University Senate ("Grievance Committee") will be constituted and provided with copies of the charges and the member's response thereto.

12.4 Disqualification Procedures. Members of the Grievance Committee who deem themselves disqualified for bias or interest will remove themselves from the case, either at the request of a party or on their own initiative. Each party will have a maximum of two challenges without stated cause.

12.5 Suspension. Pending a final decision by the Grievance Committee, the bargaining unit member will be suspended, or assigned to other duties in lieu of suspension, only if immediate harm to the member or others is threatened by continuance. Salary will continue during the period of the suspension.

12.6 Pre-Hearing Meetings. The Grievance Committee may, with the consent of the parties concerned, hold joint pre-hearing meetings with the parties in order to

(i) simplify the issues, (ii) effect stipulations of facts, (iii) provide for the exchange of documentary or other information, and (iv) achieve such other appropriate pre-hearing objectives as will make the hearing fair, effective, and expeditious.

12.7 Hearing Date and Notice. The hearing will be scheduled on a date that is mutually acceptable to all parties. Service of notice of hearing with specific charges in writing will be made on the bargaining unit member, the charging party (which may or may not be the institution) and the AAUP at least ten (10) days prior to the hearing. The bargaining unit member may waive a hearing. If the member waives a hearing, but denies the charges or asserts that the charges do not support a finding of adequate cause, the hearing tribunal will evaluate all available evidence and rest its recommendation upon the evidence in the record.

12.8 Private Hearing. The hearing will be private, however the AAUP will have the right to attend the hearing with its counsel. In the event that the AAUP chooses not to attend the hearing, the bargaining unit member will be entitled to have a representative. The representative may be another bargaining unit member or an attorney. The University's counsel will serve as counsel to the committee.

12.9 Tape Recording. A tape recording of the hearing or hearings will be taken and a copy of the tape recording will be made available to the bargaining unit member and the AAUP without cost, if requested.

12.10 Burden of Proof. The burden of proof that adequate cause exists rests with the charging party. In the event that the Administration is seeking a penalty of termination or suspension and/or the Grievance Committee is authorized to recommend such penalties, the burden of proof will be satisfied only by clear and convincing evidence in the record considered as a whole. In those cases in which the Administration is seeking a lesser penalty and/or the Grievance Committee is advised that it may not recommend termination or suspension, the burden of proof will be satisfied by the preponderance of the evidence in the record considered as a whole.

12.11 Adjournments. The Grievance Committee will grant adjournments to enable either party to investigate evidence as to which a valid claim of surprise is made.

12.12 Opportunity to Obtain Evidence. The bargaining unit member will be afforded an opportunity to obtain necessary witnesses and documentary or other evidence. The Administration will cooperate with the Grievance Committee in securing witnesses and making available documentary and other evidence.

12.13 Right to Cross Examine. The Grievance Committee and the bargaining unit member, through the Grievance Committee, will have the right to confront and cross-examine all witnesses. If the charging party is not the University, they may participate in the hearing solely as a witness but may attend the proceedings.

12.14 Rules of Evidence. The Grievance Committee will not be bound by strict rules of legal evidence, and may admit any evidence which is of probative value in determining the issues involved. Every possible effort will be made to obtain the most reliable evidence available.

12.15 Findings Based on Record. The findings of fact and the decision will be based solely on the hearing record.

12.16 Confidentiality. Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements and publicity about the case by either the bargaining unit member or administrative officers will be avoided so far as possible until the proceedings have been completed. The Provost, the bargaining unit member and the charging party (if not the University) will be notified of the decision in writing.

12.17 Provost Recommendation. The determination of the Grievance Committee on whether adequate cause for discipline has been established by the evidence in the record, and/or whether the penalty is appropriate will be submitted to the Provost. In the event that the Provost disagrees with the recommendation of the Grievance Committee they will state the reasons for doing so, in writing. The Provost's recommendation shall be submitted to the President.

12.18 Appellate Rights. If the AAUP or the bargaining unit member disagrees with the decision of the Provost, it may be appealed to arbitration pursuant to the terms and conditions set forth in this Agreement.

ARTICLE 13: GRIEVANCE AND ARBITRATION PROCEDURE

13.1 (a) Purpose - The purpose of this Article is to provide a prompt and efficient procedure for the investigation and resolution of grievances as defined herein.

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

13.2 (a) Grievance Procedure - Grievances may be filed by the AAUP on behalf of any member or group of members, or by the University. A written grievance must be filed with the Provost within thirty (30) days after the event or facts giving rise to the grievance become known to the grieving party. In addition, a grievance must be filed within six (6) months of the occurrence of the facts giving rise to the grievance, except that there shall be no such limitation regarding a claim that the University miscalculated the salary payable to a faculty member.

(b) Dean Involvement. Any grievance brought by a faculty member, or the AAUP on behalf of such faculty member, complaining about any

evaluation, shall be discussed between the faculty member involved and the dean. If the grievance is not satisfactorily resolved by the dean, the faculty member may appeal to the UAB.

(c) Step One - Conferences shall be held in an effort to settle the grievance at the departmental level between the University's representative, the faculty member or members involved and a representative of the AAUP. Such conferences shall take place within seven (7) calendar days after the grievance is filed. If the grievance is not settled at Step One, the University's representative shall, within seven (7) calendar days after the last conference, deliver a signed statement of their position to the AAUP and the faculty member or members involved.

(d) Step Two - The Step One response may be appealed by filing a written notice of appeal with the dean of the affected college or school within seven (7) calendar days after receipt of the written Step One response. The dean shall, within seven (7) calendar days after receipt of the notice of appeal, confer with the AAUP representative, the faculty member or members involved and any other persons with knowledge of the facts, including the appropriate department chairperson, in an effort to resolve the grievance. If the grievance is not settled at Step Two, the dean shall, within seven (7) calendar days after the last conference, deliver a signed statement of the University's position to the AAUP and the affected faculty member or members.

(e) Step Three - The Step Two response may be appealed by filing a written notice of appeal with the Provost within seven (7) calendar days after receipt of the written Step Two response. The Provost shall, within seven (7) calendar days after receipt of the notice of appeal, confer with the AAUP representative, the faculty member or members involved and any other persons with knowledge of the facts, in an effort to resolve the grievance. If the grievance is not settled at Step Three, the Provost shall, within seven (7) calendar days after the last conference, deliver a signed statement of the University's final position to the AAUP and the faculty member or members involved.

(f) Step Four - If the grievance is not resolved at Step Three, within ninety (90) days of the determination made at Step Three, either party may commence an arbitration proceeding before the American Arbitration

Association in accordance with its Voluntary Labor Rules then in effect, by serving the other party with a written notice of intention to arbitrate. All costs of such arbitration, exclusive of counsel and witness fees, shall be shared by the parties. There shall not be outside arbitration with regard to issues arising in connection with appointment, reappointment, promotion, tenure, annual evaluation, or matters dealt with by the UAB, which matters shall be resolved in accordance with procedures provided under Article 5 of this Collective Bargaining Agreement, except as provided in Section 13.1(b) of this Article 13.

(g) All time limitations provided for in the preceding four (4) steps may be extended by mutual agreement of the parties.

(h) In the event that either party alleges a violation of Article 11 ("NO STRIKE, WORK STOPPAGE, OR LOCKOUT"), such party may waive Steps 1 through 3 and proceed immediately to arbitration before the American Arbitration Association.

ARTICLE 14: MERGER OR ACQUISITION

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

ARTICLE 15: RELEASED TIME

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

(a) Twenty-one (21) credit hours of released time per year shall be allocated to the AAUP to be apportioned in such proportions as it shall deem appropriate;

(b) During each of the years of this Agreement, other than the last year, the AAUP can buy an additional six (6) credit hours of released time at the Adjunct Professor rate.

(c) During the last year of this Agreement, the AAUP can buy an additional twenty-one (21) credit hours of released time at the Adjunct Professor rate.

ARTICLE 16: UNION SECURITY AND CHECK-OFF

16.1 Dues Payments. The AAUP and the Administration agree that any full-time member of the collective bargaining unit must pay such dues and assessments as are from time to time authorized and collected from the membership of the AAUP.

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

16.3 Dues Check-Off Cards. The AAUP shall submit to the Administration signed voluntary check-off authorization cards. Thereafter, the Administration shall deduct dues in twenty-four (24) equal installments from the faculty paychecks commencing September 1 of each year; if authorization is received after September 1, the dues shall be deducted in equal installments in the remaining pay periods of the fiscal year. The Administration shall remit the receipts to the AAUP within thirty (30) days after deduction.

16.4 Dues Deductions. The Administration shall deduct dues from the paychecks of adjunct faculty who are members of the collective bargaining unit and have submitted a voluntary check-off authorization card. The dues shall be deducted, in equal amounts, from the first four (4) paychecks received during the first semester or session of the calendar year in which the adjunct faculty member teaches. The Administration shall remit the receipts to the AAUP within thirty (30) days after deduction. Adjuncts shall be paid for each semester's work in four (4) checks in the last pay period of each month on these approximate dates: fall semester: September 30, October 31, November 30 and December 31; spring semester: February 28, March 31, April 30 and May 31.

16.5 Remittance to AAUP. The Administration shall furnish to the Chapter each pay period a listing of all dues and service fees deducted from the salaries of members of the bargaining unit. The Administration shall transfer all dues and service fee deductions to the Chapter each pay period.

When, upon receipt by the Chapter of a written claim, duplicate or improper dues or service fees deduction is found, refund shall be made to the claimant by the Chapter.

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

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

A member of the bargaining unit who has authorized dues or service fees deductions may cancel such authorization by submitting to the payroll office and to the Chapter written notice of cancellation no earlier than thirty (30) days prior to the anniversary date of the authorization, or the anniversary date of this Agreement, whichever comes first.

16.6 Indemnification. The Chapter shall indemnify and hold the University harmless from any and all liability resulting from any and all claims, demands, suits, or other actions arising from compliance with this Article 16. Indemnification shall include attorney's fees and the cost of litigation.

ARTICLE 17: SEPARABILITY AND SECTION HEADINGS

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

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

ARTICLE 18: INTEREST SUCCESSION

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

ARTICLE 19: NON-DISCRIMINATION CLAUSE

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

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

ARTICLE 20: PERSONNEL FILES

20.1 Right to Review. Except as otherwise provided, a faculty member shall be entitled to review their personnel files from time to time, upon reasonable notice to and under the supervision of the Provost or other person or committee maintaining such files and shall have the right to include such additional information in their file as they consider necessary or desirable.

20.2 Confidentiality. Confidential communications included in a faculty member's personnel file shall be identified and treated as confidential and the faculty member involved shall not be permitted to review such information unless such confidentiality is waived by the originator of such confidential communication. Upon request, the substance of the communication shall be forwarded to the faculty member involved when, in the opinion of the Provost or other person or committee maintaining such files, the identity of the originator of such confidential communication shall not be revealed. The faculty member involved shall have the opportunity to respond in writing and shall be permitted to include such response in their official file. Any confidential material added to the file on or after February 1, 1977 must be stamped CONFIDENTIAL and the substance of such material shall be provided to the faculty member involved upon request.

ARTICLE 21: AFFIRMATION OF FULL DISCLOSURE

21.1 Financial Disclosure to AAUP. The Administration agrees that it shall provide the AAUP with the Treasurer's Annual Financial Statement, the Auditor's Certified Annual Report, the Approved Budget of the University (promptly after approval by the Board of Trustees), the University's Monthly Budget Reports and the Income and Direct Expenditure Report for each of the departments and schools. A sample monthly budget report and a sample income and expenditure report have been initialed by the parties.

21.2 Faculty Pay Disclosure. For members of the bargaining unit, the Administration shall provide salaries, personnel changes, prospective personnel changes (appointment, reappointment, promotion, tenure, retirement, leaves), along with timetables for implementation of such prospective personnel changes. It shall also inform the AAUP in writing of any modifications of policies that shall directly or indirectly affect the faculty, and of any increases in aggregate salary for any faculty constituency. The material which the Administration is required to provide to the AAUP hereunder shall include but not be limited to the following:

(a) Upon mailing an appointment letter to a new full-time, or adjunct faculty member, the Administration shall provide the AAUP with same, which shall include the name, mailing address, rank, base salary, effective date, and length of appointment of such new faculty member.

(b) Within sixty (60) days after the start of each semester, the Administration shall provide the AAUP with a list of all full-time faculty members appointed for such semester, including the name, mailing address, and compensation.

(c) Within thirty (30) days after the fact, the AAUP shall receive copies of notices sent to full-time and regular adjunct faculty members that their appointment at Hofstra has been terminated for any reason whatsoever, including retirement, disability, or death.

(d) The Administration shall forward to the AAUP copies of all termination notices of full-time and regular adjunct faculty members at the same time such notices are sent to the faculty member.

(e) By March 31 of each year, the administration shall provide the AAUP with an electronic copy of the W2 taxable wages and the value of all benefits provided by Hofstra for all full-time and regular adjunct faculty members.

(f) Within six (6) months after the University's financial statements are approved, the administration shall provide the AAUP with the following information, in searchable electronic format, for the prior academic year, ending August 31 (i.e., information will be produced for the previous period of September 1 through August 31):

i. For each bargaining unit member, all remuneration, including base pay, overload pay, stipends, and any other monetary compensation paid by Hofstra;

ii. For each bargaining unit member, all release time hours by semester and the purpose for which the release time was granted; compensation paid by Hofstra;

iii. For each bargaining unit member, all benefits provided by Hofstra, including the type of health insurance provided, employer contributions to pension, and tuition benefits.

ARTICLE 22: PAST PRACTICES

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

ARTICLE 23: DEPARTMENT CHAIRPERSONS

23.1 Procedures. In departments needing to choose a Chairperson, the procedures to be followed shall be either those specified in FPS 13 or a different procedure approved by the department for proposing candidates. Should the department choose to adopt a procedure other than FPS 13, the department shall first meet with the dean to explore with them the procedure it contemplates. The standard by which the department shall determine a procedure shall be the protection of both the department's rights to consultation and the dean's right to choose after having received the advice of the department members, while advancing the harmony and other best interests of the department, the school and the University. After the adopted procedure for recommendation of candidates by department members has been completed, the dean shall recommend their choice to the Provost, subject to the approval of the President and the Board of Trustees.

23.2 Term. Chairpersons shall normally serve for not more than two (2) consecutive three-year terms.

23.3 Evaluation. Chairpersons shall be evaluated annually according to the procedures established by the University Senate. Deans shall be evaluated once every three years according to the procedures established by the University Senate. The University will engage Qualtrics or another qualified consultant to ensure that all responses to the evaluations are anonymous, not traceable and not available to Hofstra. The evaluation forms and protocols that will be followed are attached as Appendix F.

23.4 Petition to Remove. In the event either that two-thirds of the membership of a department petition the dean for removal of a chairperson or that the dean requests such removal, which petition or request shall state good cause, the dean shall meet with the department for explanation and exchange of views. If the petition or request is not thereupon withdrawn, the position shall be deemed vacant and the procedure set forth above for filling a vacancy shall be employed.

23.5 Assistant / Associate Chair. Where the University appoints an assistant or associate chair in a department, the person holding that position shall be a member of the bargaining unit and subject to the same evaluation and re-appointment procedures as regular faculty. Assistant or associate chairs may

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

ARTICLE 24: ADJUNCT FACULTY

24.1 Ranks. Adjunct Faculty shall be designated as Adjunct Instructor, Adjunct Assistant Professor, Adjunct Associate Professor, and Adjunct Professor. The criteria for such adjunct faculty ranks and the procedures governing the appointment process are set forth below.

24.2 DPC Formation Procedures. Within seven business days after the start of the Fall semester, Departments which have regular adjunct faculty (as defined in Article 2.2), shall elect regular adjunct faculty member(s) to serve as voting member(s) on the DPC. Only regular adjunct faculty in the department are eligible to vote and/or serve as a voting member of the DPC. The election shall be run by the Chair of the Department. Nominations and votes shall be made by electronic ballet. Adjunct faculty members of the DPC may vote only on matters involving adjunct faculty, including the election of the DPC Chair. One adjunct department representative shall be elected in each department; where adjunct teaching hours in the prior year were between 40% and 60% of the total student semester hours of the department two adjunct faculty may be elected; if the adjunct teaching hours were above 60% of the total student semester hours, three adjunct faculty members may be elected, provided that in all events a majority of the DPC shall consist of full-time faculty. Regardless of the number of adjunct representatives on the DPC, they may exercise only one vote for the DPC Chair, which shall be determined by consensus of the adjunct representatives or if consensus is not achieved, the vote shall be cast by the most senior adjunct representative.

24.3 Initial Appointment:

(a) New Adjuncts. In the event that there are an insufficient number of adjuncts in a department to teach all available courses, after each qualified adjunct has been offered the maximum allowable load, the department may initiate a search for a new adjunct. Unless the need for a new adjunct could not have been anticipated by the department, the position shall be advertised and the search shall commence as soon as possible but no later than one semester prior to the semester in which the adjunct shall begin work.

(b) Emergency Appointments. If the need for an adjunct faculty appointment could not reasonably have been foreseen and the event

which triggers the need for the adjunct occurs within 30 days prior to the commencement of the semester, the Chair must make a good-faith effort to convene the DPC. If the Chair is unable to convene the DPC they may recommend an adjunct appointment to the Dean for one semester only. In these circumstances, the position will be advertised and the DPC notified prior to the commencement of the subsequent semester.

(c) Chair and DPC Procedures. The Department Chair and DPC each will examine the qualifications of candidates for initial adjunct faculty appointment to the University's approved adjunct pool. After consultation between the DPC and Department Chair, they will exchange written recommendations. The DPC shall then forward its recommendation to the Dean. The Department Chair shall then forward their recommendation along with the candidate's docket to the Dean. The Dean's recommendation shall be forwarded with the candidate's docket to the Provost who shall decide on the recommendation. All decisions and recommendations are to include rank and teaching areas. The recommendation docket shall include:

1. the assessment and recommendations of all previous reviewing bodies;

2. the candidate's resume and personal data sheet;

3. a transcript and/or proof of highest degree;

4. three (3) letters of recommendation (outside).

A recommendation on initial salary is provided by the Department Chair and the Dean to the Provost. Until an adjunct achieves regular status, appointment and assignment of adjuncts from the approved adjunct pool will be made on a semester by semester basis by the Department Chair in consultation with the DPC.

(d) Appointment Letter. Upon appointment and reappointment each adjunct shall be issued a letter of appointment setting forth the beginning and end date of the appointment, rank, status, assigned department and semester hours. Each such appointment letter shall

incorporate the terms of this agreement by reference. In addition, no later than fourteen (14) days after the start of the semester, the adjunct must be provided with a copy of the evaluation criteria and procedures that will apply to them for purposes of reappointment.

(e) Personnel Files. Adjunct personnel files and records will be maintained by the Schools and by the Provost's Office.

24.4 Reappointment.

(a) Regular Adjunct Appointment. Adjunct faculty shall be approved for appointment and remain on the appointment list until becoming a "regular adjunct." After achieving regular status adjuncts must be appointed for a three (3)-year term, with five (5)-year appointments thereafter.

(b) Ten-Year Adjuncts. Adjunct faculty who have taught at the University for ten (10) or more academic years as of the first day of this agreement will be given five (5)-year contracts provided the CTRs for the majority of the courses they have taught in the preceding three (3) academic years are within the confidence intervals for the department, including all full and part-time faculty. In the event any eligible adjunct does not satisfy this criteria, they will be given a one (1)-year reappointment and an opportunity to improve their performance after which they will be reviewed under the normal procedures for a three (3)-year contract.

(c) Reappointment Application. Adjuncts who have received a contract for a multi-year term may apply for reappointment at the beginning of the final year of their contract. The decision on whether to reappoint will be based on the student evaluations (CTRs) and peer evaluations. Applications for reappointment must be given careful consideration and if a decision not to reappoint is made a statement of reasons must be provided.

(d) Appointment for a Five-Year Term. At the beginning of the last semester of a three (3)-year contract of appointment, an adjunct who applies for reappointment and who is reappointed shall be given a five (5)-year appointment, with eligibility for the same or greater semester hours as they taught in the prior academic year unless there is

insufficient work for which the faculty member is qualified and suitable in which case the semester hours of the appointment may be reduced. For purposes of calculating eligibility for a five (5)-year appointment, the adjunct must have worked both semesters in each of the previous five (5) years; otherwise a three (3)-year term appointment shall be issued.

An adjunct faculty on a five-year appointment should be reappointed if the CTRs are within the confidence interval for the department and the evaluations and peer reviews are satisfactory. If a recommendation not to reappoint is made by the Chair or the DPC, the adjunct must be provided with a statement of reasons and an opportunity to respond to the concerns raised at each level of review. If a determination is made by the Provost not to reappoint they must set forth the basis for the decision in writing. A grievance may be filed on the grounds that the requirements of this Article were not followed, but may not challenge the merits of the decision. In lieu of non-reappointment, an adjunct may be reappointed to a shorter term.

Appointment letters shall specify the hours the adjunct is eligible to teach subject to the availability of suitable courses. It is understood that insufficient work may result from a decline in student demand; the hiring of fulltime faculty member(s); the reassignment of courses to more senior adjuncts; or the reduction in courses offered.

The semester hours of an appointment can be reduced if the class assigned to the adjunct is canceled. If cancellation occurs between one week prior to the start of the class but before the third class meeting the adjunct will be paid for the portion of the term worked prior to cancellation. If the class is cancelled on or after the third class meeting the adjunct will be paid for the remaining portion of the class assignment or provided with an alternative assignment.

In the event there is no work available to satisfy the semester hour expectation during any academic term of an appointment, the faculty member shall continue to maintain eligibility for the semester hours specified in their appointment letter for the duration of the appointment.

(e) Reappointment Process. The reappointment process for adjuncts shall be the same as that specified for the initial appointment except that

where there is disagreement between the DPC and the Chair, or between the Dean and the DPC or the Chair with respect to the reappointment of a regular adjunct faculty member who has served for at least three (3) years the case shall be referred to the FPB for recommendation to the Dean. The Dean shall forward their recommendation along with all other recommendations to the Provost, whose decisions shall be final and issue a statement of reasons for non-reappointment. Only adjuncts who are denied reappointment after completing six (6) consecutive years of service may grieve the decision of the Provost not to reappoint pursuant to Article 13 of this Agreement. Any grievance shall be limited to compliance with procedural requirements; substantive determinations are not subject to review.

Additionally, for a regular adjunct faculty member with five (5) or more consecutive years of service, any of the following changes in assignment shall be made in consultation with the DPC. Moreover, the adjunct faculty member affected shall receive written reasons for the non-assignment from the chairperson if:

(1) an adjunct faculty member is assigned,

(a) for a regular fall semester, either one (1) course or three (3) teaching credits fewer than the average number of courses or teaching credits they taught during the last four fall semesters during which they taught, or

(b) for a regular spring semester, either one (1) course or three (3) teaching credits fewer than the average number of courses or teaching credits they taught during the last four spring semesters during which they taught, or

(2) is not offered any course assignment during a semester (other than an intersession) in which the faculty member has taught for the past four years, or

(3) courses, for which the adjunct is qualified and available to teach, are assigned to an adjunct whose length of service is less than the affected adjunct faculty member.

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

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

In any review process under this Article 24, with the exception of recommendations for or against initial appointment, the affected faculty member, the Dean (in cases of review by the Provost), the Department Chairperson, the DPC and the President of the AAUP shall receive copies of all recommendations and decisions promptly after they are rendered.

24.5 Teaching Load. Except as set forth in the list of grandfathered adjuncts dated July 15, 2016, adjunct faculty members covered by this Agreement shall not be permitted to teach more than eight (8) semester hours per semester.

(a) Teaching assignments for adjuncts will normally be limited to two courses of not more than eight semester hours per semester. The appropriate Dean must approve all exceptions to this rule. It is the responsibility of the adjunct to inform a Department Chair of any other assignments at Hofstra which the adjunct currently has or for which they are being considered. It is the responsibility of the Chair to ascertain the status of these assignments from the relevant departments, and not to proceed with the employment/assignment process until required approval is obtained.

(b) No adjunct should normally be assigned more than one new preparation in any semester except in the case of the original appointment.

24.6 Seniority and Assignments.

(a) Seniority List. No later than September 1 of each year Hofstra will produce a list of all regular adjuncts, in seniority order, by department, with each adjunct's semester hours taught during the prior academic year to the Chairs and the AAUP. This list shall be referred to as the regular adjunct seniority list. Copies of the list must be provided by the Chairs to all regular adjuncts in their departments no later than the first day of each Fall Semester.

In addition, the AAUP shall receive a list reflecting compensated activities performed by each adjunct and the amount of compensation received therefor. The seniority list will be distributed to the Union in a searchable electronic format. This data shall be provided at the same time the list of data for full-time faculty is provided in accordance with Article 21.

(b) Assignment Protocols. Assignments of adjunct faculty shall be made from a list of adjunct faculty previously approved for appointment by the Provost. Such list shall be referred to herein as "the appointment list." The Chairperson of the department, in consultation with the DPC, shall determine the assignment of courses for adjunct faculty, giving consideration to qualifications, suitability and length of prior service. Subject to the preceding sentence, assignments should be made first to the most senior adjuncts until they have reached the maximum load. Where two or more adjuncts are equally qualified to teach a course, the course shall be assigned to the most senior adjunct. Seniority between adjuncts is based on the first date the faculty member taught at Hofstra as an adjunct. By the end of the third week of each semester, the Department Chairperson shall provide the DPC with a list of all adjunct faculty assignments.

(c) Retired Full-Time Faculty. For retired full-time faculty who have joined the adjunct pool, seniority is based on the first date the faculty member taught at Hofstra as an adjunct, and one half of the service time the adjunct taught as a full-time faculty member. This formula shall apply if

the faculty member commences teaching as an adjunct within two (2) years of retirement. If the faculty member does not commence teaching within two years of retirement or has a break of more than one (1) semester in service, for purposes of any future assignments, no credit shall be given for full-time service.

(d) Input into Teaching Schedule. Regular adjunct faculty shall have an opportunity for input when the teaching schedule for the following academic year is developed and informed of their tentative assignment at the same time as the full-time faculty. The Department Chairperson shall inform adjunct faculty of assignment and non-assignment of courses in a timely manner, but in no event later than the first day of the student registration period for the semester before the class is to be offered, absent extenuating circumstances. It is understood that assignment of the course does not guarantee that the course shall be offered or that the course will not be reassigned due to the cancellation of another course.

(e) Loss of Seniority. Unless an adjunct faculty member is on an authorized leave of absence as specified in Article 7.12 (e), an adjunct who fails to accept any work for any 24 month period, including during the summer and intersession, will be deemed to have resigned from their position. If the adjunct faculty member returns to their position thereafter the date of return will be treated as the hire date for purposes of seniority. The period of leave granted to a regular adjunct shall not count as a period of service, but upon resumption of teaching the adjunct faculty member shall be credited with all service accrued prior to the leave of absence. Approval of a leave of absence shall follow the same procedures as provided for approval of general leave applications for full-time faculty.

24.7 Evaluations. Adjunct faculty shall have annual evaluations by the chairperson and peer review by the DPC during each of the first two (2) years of teaching. Subsequent to the first two (2) years, adjunct faculty shall continue to receive annual evaluations from the chairperson with peer review the year prior to reappointment. Annual evaluations shall include a meeting with the Department Chairperson or DPC to discuss the review and the potential for the adjunct faculty member's continued association with the University. Adjunct

faculty shall also administer student evaluations in all courses taught during the Fall and Spring semesters.

24.8 Termination of Regular Adjuncts during the term of Appointment.

(a) Before achieving regular status adjuncts may be terminated during the semester at the discretion of the Chair, provided the DPC concurs. A dispute between the Chair and the DPC shall be determined by the Dean, whose decision shall be final.

(b) Regular adjuncts on appointments of one (1) or more years may be terminated during the term of their appointment for cause upon concurring recommendations to the Dean by the Chair and DPC. If the department Chair and the DPC disagree, the case shall be referred to the FPB for recommendation to the Dean. The department Chair shall inform adjunct faculty of the reasons for the proposed termination and the adjunct shall be permitted to respond to the recommendation in writing at each level of review.

(c) Adjuncts on five (5) year appointments will be entitled to the same procedural protections available to such adjuncts in the case of non-reappointment.

24.9 Promotion. Instructors shall be promoted to the rank of Adjunct Assistant Professor, as appropriate, at the beginning of the semester following completion of all requirements for the doctorate or appropriate terminal degree. Although the promotion shall be processed by the Provost's office upon receipt of appropriate notification of completion, the faculty member shall submit to the University a certified transcript within three (3) months of the official award of the degree.

(a) As a general qualification for promotion, an adjunct faculty member will normally be expected to serve a minimum number of semesters in each rank. Length of service will not, however, be considered an automatic reason for promotion:

1. Three (3) years (depending upon prior experience) in the rank of Adjunct Instructor before promotion to the rank of Adjunct Assistant Professor,

2. Six (6) years in the rank of Adjunct Assistant Professor before promotion to the rank of Adjunct Associate Professor,

3. Six (6) years in the rank of Adjunct Associate Professor before promotion to the rank of Adjunct Professor,

(b) Recommendations for promotion must be based upon the above general qualifications, and upon the following personal qualifications:

1. for normal promotion:

i. continued excellence in teaching and related work with students;

ii. productive activity in a combination of the following areas: publication of original materials; scholarly contributions to one's professional field; off-campus performance in special fields; University administration and committee work; contributions to community relations; enrichment of campus life. It is recognized that some adjuncts will have made significant outside professional contributions that can enhance their qualifications for promotion;

iii. in addition to the above for promotion to the ranks of Adjunct Assistant or Adjunct Associate Professor possession of at least the Master's Degree or, in appropriate exceptional circumstances, equivalent professional achievements;

iv. in addition to the above for promotion to the rank of Adjunct Professor possession of the terminal degree in one's field or outstanding professional achievements

2. for accelerated promotion:

i. outstanding achievements of the kinds listed above.

24.10 Eligibility Calculations. The parties agree that whenever the term semesters are used with reference to adjunct faculty, unless specifically included, such semesters shall exclude the summer sessions and intersessions at the University.

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

24.11 Additional Responsibilities.

(a) Adjunct faculty may be offered advisement and other professional responsibilities including but not limited to:

(1) clinical supervision,
(2) internship supervision,
(3) tutorials and independent study,
(4) participation in program evaluation and accreditation,
(5) participation in recruitment and admissions activities, and supervision/oversight of student performances at a rate of $150 per event,
(6) assignments in the writing center,
(7) assignments in the center for academic advisement,
(8) service as a jury member for student performances, other than one's own students, at a rate of $150 for 2-3 hour events.

Subject to the agreement of the adjunct, these assignments may be made in lieu of (or in addition to) regular classroom teaching and/or per capita assignments. Except as specified herein, compensation for such professional responsibilities shall be at the faculty member's regular adjunct rate, with the expectation that thirty (30) hours of professional activity shall be completed for each one (1) semester hour of compensation. The combination of teaching and other professional responsibilities during the Fall and Spring semesters shall not exceed

the maximum adjunct load as set forth herein. Adjunct faculty are also welcome to participate in other non-compensated activities (university service and student volunteer activities) on a voluntary basis but may not be directed to do so and cannot suffer any adverse consequences should they be unwilling to volunteer.

(b) Even if the adjunct teaching limits specified by Articles 24.5 and 24.11(a) are exceeded, an adjunct faculty member shall be permitted to carry up to the equivalent of two (2) credits of per capita assignments in addition to two (2) regular courses. This two (2) credit limit applies regardless of the credit load of the courses being taught.

24.12 Access to Telephones, Voicemail, E-Mail. Currently teaching adjunct faculty shall have access to telephones, voicemail, e-mail accounts, computers, and office space as specified in Article 6.25 and 6.26. Adjunct faculty who meet the requirements of Article 2.2 but are not currently teaching may retain e-mail and library privileges.

24.13 It is agreed that the provisions of this Article relating to appointments shall be implemented as of September 1, 2017.

ARTICLE 25: SPECIALTY FACULTY STATUS

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

Instructors who normally receive a one (1)-year contract shall be designated "Special" when they receive a one semester contract. All ranks of the professorate who would normally receive a two-year contract shall be termed "Special" whenever the contract shall be less than two (2) years.

Special appointments may be made when:

(a) a temporary replacement is needed for a regular full-time faculty member who is expected to return;

(b) a temporary replacement is needed for a vacant position for which a full search has not been successfully completed;

(c) enrollment, financial feasibility or changes in the direction of a program raise questions as to the continued availability of a position; or

(d) there are reservations as to an appointee's current qualifications, but it is anticipated that those qualifications shall meet expected criteria within the term of the appointment.

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

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

(a) At least three (3) months before the expiration of a second consecutive special appointment;

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

If a faculty member with a regular faculty appointment is offered reappointment to a special rank rather than a regular rank, the faculty member must be notified of non-reappointment to their regular appointment as per Faculty Statute V.E.2.b.

25.2 Teaching Administrators. Administrators hired with teaching or equivalent library service responsibilities must go through the appointment and reappointment process as specified in Article 5 in respect to their teaching or library service assignments. Such administrators, except for those assuming the responsibilities of Department Chairpersons, shall have their teaching or library service annually evaluated by the Department Chairperson; annual evaluations shall include a meeting with the Department Chairperson to discuss the review and the potential for continued teaching or library service. All such administrators shall be annually reviewed for reappointment to their teaching or library service assignments by the DPC in each of their first two (2) years and every third (3rd) year thereafter. Should the administrator seek a promotion in professorial rank, the promotion shall be subject to the procedures specified in Article 5 of this Agreement.

25.3 Teaching Administrators-Limitations.

(a) Effective September 1, 2016, the title of Teaching Administrator can be used for new hires only where the needs of the University require the individual to perform a combination of administrative and teaching responsibilities that cannot be separated. Presently those positions include the list furnished to the AAUP dated August, 2016.

(b) Existing teaching administrators are exempt from this provision. No additional teaching administrator positions will be created without the agreement of the Union.

(c) Full-Time Administrators who Teach: Beginning in the Fall of 2017, full-time administrators (other than Chairs) may not teach more than one course per semester. Non-Academic

administrators may teach only if no regular adjunct who is qualified and suitable wishes to teach the course.

ARTICLE 26: DURATION AND EFFECTIVE DATE

26.1 Term. This Agreement shall be effective as of the first day of September, 2021 and shall expire on the thirty-first day of August, 2026.

26.2 Commencement of Negotiations. The parties shall commence negotiations toward a new Collective Bargaining Agreement during the spring semester of 2026.

HOFSTRA UNIVERSITY

BY:

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

HOFSTRA UNIVERSITY CHAPTER AMERICAN ASSOCIATION OF UNIVERSITY PROFFESSORS

BY:

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Elisabeth J. Ploran, Ph. D.
President,
Hofstra Chapter, AAUP

HU Doc#15207