

DOWLING

C O L L E G E

FACULTY AGREEMENT

2007 - 2012

AGREEMENT BETWEEN
DOWLING COLLEGE AND THE DOWLING COLLEGE CHAPTER OF
THE NEW YORK STATE UNITED TEACHERS AFT, AFL-CIO

This agreement is a contract between the Dowling College Chapter of NYSUT and the Board of Trustees of Dowling College, the intention of which is to ensure a healthy institution of higher learning consistent with the goals set forth in its charter. It is intended as a vehicle to facilitate the growth of a well ordered community devoted to teaching, scholarship, public service, and various forms of creative expression and to promote and encourage the spirit of learning and compassion in the student who is an integral part of the College community. It is hoped that its mechanisms will allow for creative interaction between the parties to arrive at speedy and equitable resolutions of disputes and disagreement which, if they arise, serve only to make the above goals more difficult to realize. It is further hoped that this *Faculty Agreement* will foster the sort of responsible governance which is necessary for the well ordered functioning of the College at all levels.

ACADEMIC FREEDOM

The Faculty, Administration and Board of Trustees of Dowling College jointly endorse the 1940 Statement of Principles on Academic Freedom and Tenure and the 1969 Interpretive Comments on these principles. They are committed to the principle that the search for truth is conducted best in an open atmosphere. Thus, there are no prior restrictions on speakers or materials used for classroom or extracurricular purposes.

With full concern for the above, the Dowling College Chapter of the New York State United Teachers and the Board of Trustees of Dowling College bind themselves to the following *Faculty Agreement*.

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DEFINITIONS AND ABBREVIATIONS

- 1A01 NYSUT: NEW YORK STATE UNITED TEACHERS AFT, AFL-CIO.
- 1A02 Academic Administrator: Those administrators whose responsibilities include curriculum development and implementation, and to include the Dean of Students and in any case not to include either student service or staff service administrators.
- 1A03 Administration: The President and all administrative officers of the College as may be appointed by the BOT or the President.
- 1A04 BOT: Board of Trustees of Dowling College.
- 1A05 Chapter: The Dowling College Chapter of the New York State United Teachers.
- 1A06 College: Dowling College.
- 1A07 Departments: The academic Departments of the College, listed below in their respective Schools and Divisions.
- 1A08 School of Arts and Sciences

Division of Arts and Humanities

Visual Arts

Speech, Media Studies, Dramatic Arts and Dance

Music

Foreign Languages and Literature

English

Philosophy and Religious Studies

Courses in Arts shall be administered by the Departments of Dramatic Arts - Dance, Music and Visual Arts. The assignments shall be made by letter from the Chapter to the College.

Courses in Humanities shall be administered by the Departments of Speech and Media Studies, Foreign Languages, English and Philosophy. The assignment shall be made by letter from the Chapter to the College.

Division of Social Sciences

Anthropology

Sociology (which will administer the Social Work and Gerontology programs)

History

Psychology
Economics
Political Science

Division of Natural Science and Mathematics

Mathematics and Computer Science
Biology
Chemistry and Physics

Earth and Marine Science

Natural Sciences 2003C, 2004C, 2005C & 2006C are to be administered by the Departments of Biology and Chemistry. The actual assignment to be made by letter from the Chapter to the College.

1A09 School of Aviation

Aviation

There will not be an Academic Chair of the School of Aviation. The School of Aviation will not be required to have School representation in the governance structure that other schools have.

1A10 School of Education

Human Development and Learning
Secondary Education
Special Education
Literacy Education
Sport Management and Physical Education
Educational Administration, Leadership and Technology

1A11 School of Business

Accounting
Computer Information Systems
Finance
Management
Marketing

1A12 Program Coordinators will be elected by the faculty to coordinate the following:

- A. Core - The Core Program coordinator shall be responsible for coordinating the development, integration and assessment of the General Education Core, as well as recommending the scheduling of all Senior Seminar (ASC) sections.

- B. First Year Experience (FYE; formerly “College Orientation”) - The FYE Coordinator shall be responsible for coordinating the development, integration and assessment of the FYE courses as well as recommending the scheduling and staffing of all sections of the courses.

The Core, and FYE coordinators shall be elected by the full faculty for 2 years, consistent with the academic calendar.

- C. Core and FYE Coordinators each receive three credits released time or its equivalent in stipend during each of the Fall and Spring semesters. Any administrative released time for other activities will be established by separate Memorandum of Agreement.

1A13 Articles 1A08 to 1A12 do not preclude the establishment of other Departments or Coordinators subject to agreement between the College and the Chapter, and according to the provisions of this *Agreement*.

1A14 For purposes of this *Agreement*, the Faculty Librarians will be recognized as constituting a Department entitled “Library Department”.

1A15 A tenure area may, but need not, coincide with a Department listed above.

1A16 Schools - The academic Schools of the College which are: (a) Arts and Sciences, (b) Business, (c) Education and (d) Aviation. Whenever the phrase “School” or “Division” is used in this *Faculty Agreement*, it shall mean either School or Division, or School and Division, as appropriate.

1A17 Divisions - The academic divisions of the School of Arts and Sciences are: (a) the Arts and Humanities Division, (b) the Social Sciences Division, and (c) the Natural Science and Mathematics Division.

1A18 ECF: Executive Chair of the Faculty.

1A19 Full-time faculty: All those who as part of their primary responsibilities regularly teach 24 teaching credit hours per year or who teach less than 24 but at least 12 teaching credit hours per year due to released time for other professional duties connected with the College (and excluding all administrative officers). All those teaching only Doctoral courses, and who as part of their primary responsibilities, regularly teach 18 teaching credit hours. The full-time Faculty Librarians who regularly work at least 35 hours per week and occupy positions which require a graduate degree in library science.

1A20 FAS: The Faculty-Administration Senate

1A21 FPC: The Faculty Personnel Committee.

- 1A22 FCC: The Faculty Curriculum Committee
- 1A23 ASC: The Academic Standards Committee
- 1A24 AARC: The Academic Assessment and Research Committee
- 1A25 Joint Personnel Committee: Joint Personnel Committee for Academic Administrators
- 1A26 FDCC: Faculty Development and Curriculum Committee for each School/Division/Library
- 1A27 CAO: Chief Academic Officer is a major academic administrator so designated by the President only from among individuals who hold the positions of President, Provost or Vice President for Academic Affairs. The duties of the Chief Academic Officer will include the duties specified for the CAO in this *Faculty Agreement*. The CAO or his/her designee shall make one report per semester regarding the activities of the Planning and Priorities Team (PPT) to the faculty.
- 1A28 Dowling Institute: The Dowling Institute is the consulting arm of Dowling College. The Institute arranges for corporate training and education programs and other institutional outreach.
- 1A29 Day: Any place in this agreement where the word "day" appears, it shall be understood to denote one calendar day.
- 1A30 Administrative Calendar: A calendar published by the College which will include but not be limited to a regularly published schedule of deadlines for submission of recommendations involving curricular and personnel issues, and deadlines for the submission of course schedules. The College Administrative Calendar will normally be published the first day of August each year.
- 1A31 Academic Chair: A full-time faculty member elected by a School or Division to carry out the duties as outlined in this *Faculty Agreement*.
- 1A32 President: President of the College.
- 1A33 Dean: The academic officer of a respective School of the College. Other titles, such as Associate Provost, may also be used to denote the academic officer of a School. Reference to Dean throughout this agreement shall be deemed to include Dean, Associate Provost, or CAO designee.
- 1A34 SRF: Student Response Form
- 1A35 FLS: Faculty load sheets shall contain those activities for which an individual faculty member is compensated by the College at the time the load sheet is prepared, for example, teaching hours, overload hours, released time, internships, cooperative

education, supervision, thesis supervision and paid activities within the Dowling Institute.

1A36 CFO: the Chief Financial Officer so designated by the President.

1A37 TIAA/CREF Retirement: For the purposes of this *Faculty Agreement*, wherever mentioned, it shall include any alternative fund designated by the bargaining unit member pursuant to Articles 6A01-6A04.

RECOGNITION

2A01 The College recognizes the Chapter as the sole and exclusive bargaining representative with respect to salaries and other terms and conditions of employment for all full-time faculty, as defined in Article 1A19, but excluding officers, administrators, visiting professors, laboratory assistants, lecturers, part-time faculty members, and all other persons who do not meet the definition of faculty in Article 1A19.

2A02 The College will not challenge the Chapter's status as the bargaining representative of the full-time faculty during the life of this *Agreement*.

FACULTY GOVERNANCE

SCHOOLS/DIVISIONS/DEPARTMENTS

3A01 The faculty shall be organized into Schools, Divisions, and Departments.

Schools

3A02 There shall be four Schools: Arts & Sciences; Business; Education; and Aviation.

Divisions

3A03 There shall be three Divisions in the School of Arts and Sciences, namely Arts and Humanities, Social Sciences, and Natural Science and Mathematics.

Membership

3A04 All full-time and part-time faculty shall be members of one of the Schools or Divisions as outlined in Articles 3A02 and 3A03 of this *Agreement*, except for the Faculty Librarians who will select a School/Division to belong to as a voting member.

3A05 When new Departments are added to the College curriculum, the Faculty Curriculum Committee shall determine to which School or Division the faculty teaching in such areas shall belong, subject to the approval of the FAS.

Meetings of the School or Divisions

3A06 Each School or Division shall meet at least once each semester during the Fall and Spring semesters to consider matters appropriate to it. Meetings shall be called by the Academic Chair or, in exceptional circumstances, special meetings may be called by the CAO or designee. Meetings shall also be called upon receipt by the Academic Chair of a request signed by at least one-third of the full-time faculty within the School or Division.

3A07 The Academic Chair shall chair all meetings. In his/her absence, a chair *pro tempore* from the full-time faculty shall be elected by the full-time faculty members present. Special meetings will be chaired by the CAO or designee.

3A08 All full-time and part-time faculty in a School or Division may attend its meetings, participate in discussions, but only full-time faculty may vote. A Faculty Librarian who elects to be a member of a school or division may attend and participate in such meetings with a vote. Part-time faculty and students may attend School or Division meetings but may not vote. The Dean may attend and participate in the School or Division meetings, but may not vote.

- 3A09 One-half of the voting members of the School or Division shall constitute a quorum, not including faculty members on sabbatical leave.
- 3A10 Meetings of the School or Division shall be governed by *Robert's Rules of Order* as most recently amended.
- 3A11 Divisions may be merged subject to the approval of a majority of the faculty in each of the divisions concerned and subject to the approval of the FAS. If such a merger occurs, the Chapter and the BOT shall decide on the means to preserve the balance existing at the time of the merger on the FAS and on the means to preserve the membership balance on the Committees of the FAS.

School or Divisions

- 3A12 Each School or Division shall have a Data Collection Committee. This Committee will be responsible for the administration of student survey instruments designed to measure student perception of teaching faculties' classroom performance as directed by the FPC, and for part-time faculty classes as requested by Department Chairs and/or the Dean. The Committee shall consist of those members of the School or Division not holding elective office, or any other faculty member who volunteers. Each committee shall elect its own Chair.
- 3A13 The Dean, the Academic Chair(s) and the Department Chairs will work together to develop and monitor a five-year strategic plan for each School. This plan will be submitted for inclusion in the College's Five-Year Strategic Plan, and will be the basis for funding and decision making within the School. This group will report to the School twice each year to update the faculty on the status and implementation of the School's Five-Year Strategic Plan. The CAO or designee will call two meetings during the school year to allow this group to report on the School's Five-Year strategic plan.

Deans/Associate Provosts

Function

- 3A14 Reporting to the CAO, the Dean is responsible for the administration of the school, development of the faculty, and enhancement of the school's resources. The Dean also shares responsibility for the development of the School's curricula as a member of the School's Faculty Development and Curriculum Committee. References to Dean shall be deemed to include Dean, Associate Provost, or CAO designee.

Responsibilities Relating to Full-time Faculty Governance

- 3A15 Serves as an advocate for the School and coordinator of the Academic and Department Chairs.

- 3A16 Represents the School to external constituencies and organizations.
- 3A17 Enhances the external resources of the School.
- 3A18 Plays a leadership role in recruitment and retention of students.
- 3A19 Works with Academic and Department Chairs in strategic planning and serves as the School's liaison to the College's Planning and Priorities Team. The PPT will include seven elected faculty members, one each from the School of Aviation, the School of Business, the School of Education, the Division of Arts & Humanities, the Division of Natural Science and Mathematics, the Division of Social Sciences, and the Library Department.
- 3A20 Manages the daily operations of the School.
- 3A21 Is a voting member of the School Faculty Development and Curriculum Committee.
- 3A22 Approves the hiring of adjunct faculty recommended by the Department Chairs and assists with the recruitment of new full time faculty.
- 3A23 Directs special programs aimed at student retention and academic performance.
- 3A24 Develops the annual budget in collaboration with the Department Chairs.
- 3A25 Evaluates Academic and Department Chairs with respect to their performance on the FDCC and places the evaluation form (Appendix D) in their personnel files.
- 3A26 Assists with regional and professional accreditation activities.
- 3A27 Assists Department Chairs with the development of student learning outcomes assessment plans.
- 3A28 Coordinates or participates in special projects as assigned by the CAO or President.
- 3A29 Acts as the designee of the CAO.

Selection

- 3A30 When there is a vacancy, the CAO will lead a national search to select candidates for the position of Dean. The Faculty of the School shall be represented on the Search Committee through their Department Chairs. The Search Committee will make recommendations to the President. The view of the faculty will be a significant factor in the selection of the Dean.

Term of Office

3A31 The Dean shall serve at the pleasure of the President and the CAO.

Academic Chairs

Functions

3A32 The faculty of each School or Division, except for the School of Aviation, shall elect an Academic Chair who shall be responsible for:

3A33 Representing the members of his/her School or Division as a member of the FAS.

3A34 Representing the members of his/her School or Division in working with the Administration and the standing committees of the Faculty and such ad hoc committees as may be created by the FAS.

3A35 Representing the members of his/her School or Division on the Faculty Curriculum Committee.

3A36 Receiving and coordinating semester course schedules from Department Chairs in the division/school and forwarding these schedules to the Dean. The Dean will then work with the Department Chairs to resolve any conflicts.

3A37 Nothing in these statements of the role of the Academic Chair shall prevent the Administration from acting in any of the above areas if the Academic Chair fails to carry out these functions or if recommendations are not made within a reasonable time following requests for action.

3A38 Encouraging members of the Department and School or Division to take part in the evaluation process of faculty from the School or Division.

Selection

3A39 The full-time faculty of each School or Division shall elect by secret ballot an Academic Chair from among their members when an opening exists.

3A40 Any full-time faculty member within the School or Division with at least two years of service on the full-time faculty and who are tenured or tenure-elect shall be eligible for the office of Academic Chair. In the event that no such person exists, this requirement will be waived.

3A41 The election of the Academic Chair will be held by December 1st at a meeting of the School or Division.

Term of Office

- 3A42 Academic Chairs shall take office on September 1st and shall serve for two years. No person may serve more than two consecutive terms as Academic Chair or for more than four and a half years in any six-year period.
- 3A43 If the position of Academic Chair should become vacant, for whatever reason, before the expiration of the term of office, the election procedure outlined above shall be followed as soon as possible after the vacancy occurs, the term of office to end at the expiration of the regular term of office of the Academic Chair being replaced. If the Academic Chair is disabled, an immediate election will be held to select a temporary replacement who can serve in office for a maximum of six months, after which time a vacancy will occur.
- 3A44 The Academic Chair shall resign when directed to do so by a majority of the full-time faculty within his/her School or Division. The voting concerning the resignation of an Academic Chair shall be implemented by the ECF upon the written request of one-third of the full-time members of the School or Division within 30 days of the receipt of such written request. The ECF shall chair the meeting of the School or Division at which such voting takes place and said voting will be conducted by secret ballot.

The Departments

- 3A45 All full-time and part-time members of the faculty shall be members of specific Departments. The designation of Departments and their members shall be consistent with Articles 1A08-11 of this document and with all other provisions of the contract.
- 3A46 When a full-time faculty member holds an appointment in more than one Department, he/she shall determine the Department of which he/she is a voting member for any particular academic year, although he/she may attend meetings of the other Department(s).
- 3A47 Part-time faculty members of Departments may attend Department meetings, but may not vote.
- 3A48 Department(s) may be merged or moved to other Schools or Divisions with the approval of the full-time faculty members in the Department, with the approval of the majority of each School or Division concerned and subject to the approval of the FAS.
- 3A49 The creation of new Department(s) is subject to the approval of the majority of each School or Division in which the Department will be housed, and subject to the approval of the FAS and the President.

Department Chairs

Functions

- 3A50 The Department Chair shall be responsible for:
- 3A51 Serving on the School/Division/Library Faculty Development and Curriculum Committee
- 3A52 Developing and coordinating the curriculum within the Department, and representing the Department to the Administration, working cooperatively with Enrollment Services to enhance enrollment, and working with Academic Chairs and the Dean in scheduling.
- 3A53 Recommending a coordinated and academically sound schedule of course offerings in consultation with appropriate faculty within his/her Department and submitting this schedule to the Academic Chair for submission to the Dean. In the case of interdisciplinary courses, the coordinators of all concerned Departments shall jointly recommend scheduling. Such scheduling must be in a timely fashion in keeping with the published Administrative Calendar. The Dean will respond in a timely fashion regarding any recommended changes in the recommendations of the Department with regard to scheduling and staffing so that any differences may be discussed and resolved before the *Schedule of Courses* is published. Should the publication of the schedule require a resolution, and the Dean and the Department Chair have failed to achieve agreement, then the CAO will decide the issue.
- 3A54 Recruiting and screening part-time faculty in consultation with the appropriate faculty within the Department, and recommending such faculty for specific courses to the Dean.
- 3A55 Recruiting and screening full-time faculty in consultation with the appropriate faculty within his/her Department and the Dean and recommending such faculty to the Faculty Development and Curriculum Committee. In addition, the Department Chair shall submit to the FDCC from his/her perspective, an evaluation of the faculty members in the Department when said faculty are being evaluated by the FDCC for reappointment, continued appointment, tenure and/or promotion.
- 3A56 Forwarding a candidate's credential package to the FDCC (see Articles 7B01-7B02).
- 3A57 Recruiting and screening part-time advisers and recommending such advisers to the Dean.
- 3A58 Recruiting and screening substitute teachers and recommending same to the Dean.
- 3A59 Recommending the operating budget for the Department in consultation with faculty within the Department for submission to the Dean.

3A60 Granting credit for proficiency and considering waivers of degree requirements in accordance with policies approved by the FAS and in consultation with appropriate faculty.

3A61 Nothing in this statement of the role of the Department Chair shall prevent the Administration from acting in any of the above areas if the Department Chair fails to carry out these functions or if recommendations are not made within a reasonable time following requests for action.

Selection

3A62 At the November meeting of the Department, full-time members of the faculty in each Department shall elect by secret ballot a Department Chair from among their membership when an opening exists. In the event of a tie, the School or Division Academic Chair shall break a tie. The CAO and the Dean will be informed of the results of the election.

3A63 Any tenured or tenure-elect full-time member of the faculty within each Department with at least two years of service on the faculty shall be eligible for the position of Department Chair. In the event that no such person exists, this requirement will be waived.

3A64 The Department Chair shall serve for a term of two years, which shall run concurrent with the academic year. In November each Department will elect a Department Chair for a two-year term commencing in the next academic year. Should a vacancy in the Department Chair position occur prior to the November meeting, an election shall be held as soon as possible after the vacancy occurs and shall be for the remaining term of the Department Chair who is being replaced. If the Department Chair cannot perform his/her duties, an immediate election will be held to select a temporary replacement who can serve in office for a maximum of six months, after which a vacancy will occur.

3A65 The Department Chair shall resign when directed to do so by a majority of the full-time faculty within his/her Department. The voting concerning the resignation of a Department Chair shall be implemented by the ECF upon the written request of one-third of the full-time members of the Department within 30 days of the receipt of such written request. The ECF shall chair the meeting of the Department at which such voting takes place and said voting will be conducted by secret ballot.

3A66 The Administration may recommend to the FPC that a Department Chair be removed for repeated failure to perform the essential duties of his/her position. The FPC shall make its recommendation to the FAS whose decision shall be final. Upon such removal, the faculty shall have an election for a replacement pursuant to the same procedures that are applicable to the initial election of the Department Chair. The person so removed will not be eligible for the position for a period of two (2) years after such removal.

FACULTY-ADMINISTRATION SENATE

Membership

3B01 The FAS shall be composed of twenty members. Thirteen faculty representatives shall be chosen from among the full-time faculty according to the election procedure set forth in Articles 3F03 and 3F04. The President shall appoint the CAO. He/she shall also appoint six other administrators, at least three of whom are academic administrators, and all at the level of those whose positions are titled Deans, Vice Presidents, Associate Provosts, or Registrar. The President may, at the beginning of the academic year, appoint an alternate for each of these six administrators who will represent them, with vote, at FAS meetings in the event that the administrators must be off campus at the time of the meeting. The faculty members of the FAS shall be those listed below:

Executive Chair of the Faculty
Chair, Academic Standards Committee
Chair, Faculty Curriculum Committee
Chair, Faculty Personnel Committee
Chair, Academic Assessment and Research Committee
Academic Chair, School of Business
Academic Chair, School of Education
Academic Chair, Arts and Humanities
Academic Chair, Social Sciences
Academic Chair, Natural Science and Mathematics
Graduate Representative, School of Business
Graduate Representative, School of Education
Library Representative

3B02 One Faculty Librarian will be elected by other Faculty Librarians to serve as a voting member on the FAS.

3B03 The full-time faculty of the Schools of Business and Education, respectively, shall elect by secret ballot a Graduate Representative from among their members when an opening exists for a two-year term by December 1st at a meeting of the School.

3B04 The President, the President of the Chapter, and the President of the Student Association may sit in all meetings of the FAS with all rights and privileges of the members save that of vote and committee membership. Incumbents in these positions may not be appointed or elected to the FAS.

Meetings

3B05 The meetings of the FAS shall be chaired by the CAO, or his/her written designee from among the members of the Senate. In the event that neither is present, the chair

shall be elected from among those present. The chair shall have full voting privileges.

- 3B06 Prior to the setting of the academic schedule for the coming semester, the members of the FAS shall establish a schedule of meetings for the coming semester which shall be made available to the College community. The schedule of meetings is subject to the provisions outlined below:
- 3B07 The FAS shall be expected to meet at least every other week during the Fall and Spring semesters.
- 3B08 Meetings will be held during the regularly scheduled day class-time periods.
- 3B09 The time scheduled shall be the same period throughout the semester.
- 3B10 When more than one meeting every two weeks is necessary, the FAS will utilize, whenever possible, the same time slot.
- 3B11 The members of the FAS will adjust their personal schedules to conform to the regularly scheduled meetings of the FAS.
- 3B12 Meetings to be held in any other than the normal period must be arranged during a regular meeting and agreed upon by two-thirds of the members present.
- 3B13 Should a majority of the members present at any meeting decide that a subsequent meeting is unnecessary, it shall be canceled.
- 3B14 The FAS shall decide the manner in which its business is accomplished in times other than the Fall and Spring semesters.
- 3B15 Meetings of the FAS shall be governed by *Robert's Rules of Order* as most recently amended.
- 3B16 Voting by proxy is subject to the following provisions:
- 3B17 A proxy vote must be in writing and include the following information: the specific motion on which the proxy is to be exercised; the person to whom the proxy is assigned; the manner in which the proxy shall be cast; the meeting at which it is to be used; and the signature of the person assigning the proxy.
- 3B18 If the specific motion on which the proxy vote is to be exercised is amended at the meeting, the proxy cannot be counted.
- 3B19 Each proxy vote shall be affixed to the original draft of the minutes of the meeting at which it was cast.
- 3B20 Proxy votes shall not be counted toward the maintenance of a quorum.

- 3B21 A quorum shall include at least seven representatives of the Faculty to the FAS and five representatives of the Administration to the FAS. Neither the President, the Chapter President, nor the Student Association President, shall be counted toward a quorum.
- 3B22 An agenda for each meeting shall be prepared in writing by the Chair.
- 3B23 New business involving changes in policy may be voted upon at the same meeting at which it is introduced only if it is of demonstrated urgency.
- 3B24 The order of business may be changed at any time by majority vote of those present.

Authority of the FAS

- 3B25 The Faculty-Administration Senate has full authority and responsibility in the following areas:
- 3B26 To determine policy regarding admission to the College and exceptions to same, provided that those policies and exceptions shall not substantially deviate from present policies except as approved by the BOT.
- 3B27 To determine policy for the disbursement of financial aid and scholarship funds as shall be allocated by the BOT, provided same shall not substantially deviate from present policy except as approved by the BOT.
- 3B28 To recommend academic policies concerning the Library and Information Services.
- 3B29 To approve candidates for all Dowling College earned degrees and Dowling academic certificates and to approve all candidates for earned honors.
- 3B30 To develop the educational philosophy of the College and to make recommendations concerning the long-range goals of the College.
- 3B31 To determine policy regarding the awarding of travel and research funds.
- 3B32 To approve all degrees and programs, both graduate and undergraduate, to be offered by the College, as well as the specific requirements for all such degrees and programs. Nothing in this statement shall be construed to limit the College's right to initiate program development up to, but not including the offering of credit, nor to limit the College's right to develop, administer, and offer non-credit programs, or develop consortia with other accredited institutions provided that such consortia do not grant Dowling College credit. The BOT has the right to approve the elimination or cancellation of any existing programs previously approved by the FAS.
- 3B33 Although the responsibility for scheduling matters lies with the CAO or designee, any faculty member who feels that the effect of the schedule is arbitrary or unfair

may appeal to the FAS whose decision in such issues shall be final. Scheduling issues concern the specific courses taught, the times and days they are taught, and the staffing of the specific course.

- 3B34 To make recommendations through the CAO to the President on the last contract renewal before tenure, and applications for tenure and promotion received from the FDCCs or the FPC.
- 3B35 To make recommendations through the CAO to the President for the establishment or discontinuance of faculty positions as recommended by the FDCCs.
- 3B36 Nothing in the statement of the authority of the FAS shall prevent the Administration or BOT from acting if the FAS fails to make recommendations within the contractual time limits for such action.
- 3B37 The CAO will maintain an updated manual of the policies and procedures of the FAS and of the standing committees. This manual will contain any relevant policies and procedures contained in the *Faculty Agreement*, as well as those that have been approved by the FAS. Disputes concerning the accuracy of the contents of those parts of this manual that are not part of the *Faculty Agreement* will be settled by the FAS. This manual will be made available to all members of the College community.
- 3B38 Every policy adopted by the FAS shall contain a date of first implementation of the policy, and a date before which the Academic Assessment and Research Committee will produce a report as to the state of the implementation of the policy.
- 3B39 Copies of minutes and all addenda of the FAS, excepting executive session minutes, will be distributed in a timely manner to the School and Department offices to be available to all faculty members. These documents shall also be made available on the College faculty intranet.
- 3B40 All meetings of the FAS with the exception of executive sessions shall be open to the College community.

STANDING COMMITTEES

- 3C01 The College shall have six standing committees which are listed below:

Faculty Personnel Committee
Academic Assessment and Research Committee
Faculty Curriculum Committee
Academic Standards Committee
Joint Personnel Committee for Academic Administrators
Professional Responsibility Panel

- 3C02 Only full-time faculty, full-time students, and full-time administrators shall be eligible for membership on the standing committees with the exception of the two

BOT representatives on the Joint Personnel Committee for Academic Administrators. No faculty member of the FAS shall be eligible for membership on the Standing Committees of the FAS, except to fulfill his/her role as elected Chair, service on the Professional Responsibility Panel, and with the exception required by the provision concerning membership on the Joint Personnel Committee for Academic Administrators as outlined in Articles 3C70-3C71.

- 3C03 No member of the faculty or the student body shall serve on more than one standing committee concurrently, with the exception of those assigned to the Joint Personnel Committee for Academic Administrators who may serve on that committee and one other, and with the exception of service on the Professional Responsibility Panel.
- 3C04 The term of office for all faculty members of the standing committees shall be two years commencing on the September 1st following their election.
- 3C05 No faculty member shall serve as a member of the same standing committee for more than two consecutive full terms of office. After service as a member, a faculty member may serve two terms as Chair. The reverse is also true that after service as a Chair, the faculty member may serve two terms as a member.
- 3C06 When a seat becomes vacant one or more semesters before the expiration of the term of office, an election shall be called by the ECF within 30 days, such elections shall be in plenary sessions of the faculty or School or Division, where appropriate, except as otherwise specified in this document.
- 3C07 The Chair of each standing committee shall make regular written reports to the FAS and shall make regular informational reports to the faculty in plenary session.
- 3C08 The Chair of each standing committee shall evaluate committee members' work according to the form in Appendix D. Attendance and participation will be rated as outstanding, satisfactory or needs improvement. Additional comment will be required only if improvement is needed.
- 3C09 Any student members of the standing committees shall be selected according to the procedures established under the Constitution of the Student Association of Dowling College.
- 3C10 Actions of the standing committees with the exception of the Joint Personnel Committee for Academic Administrators and the Professional Responsibility Panel are subject to approval by the FAS except when committees have been empowered to act for the FAS.
- 3C11 Any committee responsible for developing and recommending policy shall also be responsible for approving any exceptions to the policy, consistent with the provisions of this contract and with the policies established by the FAS.

3C12 A majority of the membership of a standing committee shall constitute a quorum, except where specified otherwise.

3C13 The President, after consultation with the Executive Chair of the Faculty and upon reasonable notice, may call committee meetings.

Faculty Personnel Committee

Purpose

3C14 To recommend faculty personnel policy to the FAS and serve as an appeals board for tenure, promotion, continued appointment, and contract renewals before tenure decisions of the FDCCs and the FAS.

Functions

3C15 The Committee shall consider appropriate questions brought to it by the BOT, the President, FAS, School's or Division's Data Collection Committee, any academic administrator, or any faculty member.

3C16 The FPC shall hear and vote on negative recommendations of the FDCCs on continued appointments. If the FPC agrees with the negative recommendation, then its recommendation shall be forwarded to the President through the CAO. If the FPC disagrees with the FDCC's negative recommendation, then this recommendation shall be forwarded to the FAS for action.

3C17 The FPC shall vote on all recommendations from the FDCCs on last contract renewals before tenure and shall make its recommendations to the FAS. Faculty may appeal negative recommendations of the FDCC on all contract renewals to the FPC.

3C18 The FPC shall hear and vote on all negative recommendations of the FDCCs on tenure and promotion and shall forward its recommendations to the FAS.

3C19 The FPC shall hear and vote on all negative recommendations of the FAS on tenure and promotion and shall forward its recommendations through the CAO to the President.

3C20 The Committee shall establish instruments and procedures for use by the FDCCs in conducting faculty evaluations, including student response instruments, consistent with the provisions of this *Agreement*, and shall submit such procedures and instruments to the FAS for its approval. Should the FPC decide to modify or enhance existing evaluation procedures and/or instruments for contract renewal, promotion or tenure, its proposal must be presented during the fall or spring semesters to the full faculty for approval by a simple majority of those voting, prior to its consideration by the FAS. Faculty must be given at least one month for consideration of the proposal, and voting may take place electronically or at a

regularly scheduled faculty meeting. Once approved by the FAS, changes shall take effect in the academic year immediately following.

- 3C21 Once the procedures and instruments developed by the Faculty Personnel Committee have been approved by the FAS, no subsequent committee shall alter them without FAS approval.
- 3C22 The committee shall recommend guidelines for conducting new full-time faculty searches subject to the approval of the FAS and the College President.
- 3C23 When making recommendations it shall do so according to the provisions outlined in the appropriate articles of this contract. In no case may it adopt procedures or make recommendations in such a way as to violate the terms of this *Agreement*. Furthermore, it shall make recommendations only to those individuals specified in the terms of this *Agreement*. Nothing in this statement of the function of the FPC shall prevent the Administration or the BOT from acting in the above areas if the FPC fails to make recommendations within the contractual time limits for such action.
- 3C24 The Committee chair is required to fill out a form (see Appendix D) and send it to the faculty member's personnel file at the end of each Spring semester evaluating the contribution of members' work on the committee.

Membership

- 3C25 The Committee shall include the Chair and seven additional members of the full-time faculty, of which no two members, excluding the Chair, shall be from the same School and Division, and including one Faculty Librarian. These members shall be elected according to 3F03 and 3F04. Additionally, this committee shall consist of and one major academic administrator appointed by the President.
- 3C26 Only tenured faculty and tenure-elect faculty with at least two years of service as a full-time faculty member may serve on the Faculty Personnel Committee. Two persons from the same Department may not serve on the committee at the same time. No member of the Executive Council of the Chapter shall serve on the FPC.

Faculty Curriculum Committee

Purpose

- 3C27 The Faculty Curriculum Committee shall develop and recommend policies regarding the curriculum of the College, consistent with the philosophy established by the FAS and the long-range goals recommended by the FAS and approved by the BOT. Its primary focus will be on general education (Core) and college-wide degree requirements.

Functions

- 3C28 The FCC shall recommend to the FAS all proposals concerning general education and college-wide degree programs and requirements submitted to it through appropriate channels as outlined in this document.
- 3C29 The FCC shall maintain liaison with each School or Division for the purpose of long-range curriculum planning and scheduling and for the purpose of coordinating Core and other college-wide curricula offerings.
- 3C30 The FCC shall maintain liaison with representatives of the student body for the purpose of obtaining information regarding student concerns *vis-a-vis* curricular and scheduling matters.
- 3C31 The FCC shall periodically review the existing courses, programs and curricula, and make recommendations regarding same to the FAS.
- 3C32 The Committee chair is required to fill out a form (see Appendix D) and send it to the faculty member's personnel file at the end of each Spring semester evaluating the contribution of members' work on the committee.

Membership

- 3C33 The Faculty Curriculum Committee shall be composed as follows: One chairperson elected as outlined in Articles 3F03 and 3F04; the Academic Chair from each of the Schools or Divisions; and one Faculty Librarian; one member of the student body selected according to Article 3C09 and two academic administrators appointed by the President.

Academic Standards Committee

Purpose

- 3C34 To maintain and enhance the academic standards of the College.

Functions

- 3C35 The Academic Standards Committee shall have the following functions:
- 3C36 It shall evaluate the existing system of advisement and make recommendations for improvement to the FAS and shall monitor those advisement procedures adopted by the FAS.
- 3C37 It shall make recommendations to the FAS concerning the grading system and academic standards of the College.

- 3C38 It shall recommend to the FAS principles, standards, and procedures for recognizing, promoting and rewarding academic excellence.
- 3C39 It shall recommend to the FAS principles, standards, and procedures in matters of student probation and dismissal for academic reasons.
- 3C40 It shall recommend to the FAS, for its consideration and disposition, the names of those students whom it judges to have fulfilled the requirements for graduation.
- 3C41 It shall develop policy concerning the granting of proficiency credit for extracurricular experience and/or study for approval by the FAS.
- 3C42 It shall develop policy concerning waivers of degree requirements for approval by the FAS.
- 3C43 The implementation of the policies developed in Articles 3C41 and 3C42 is the responsibility of the Department Chairs in consultation with the appropriate faculty. The School FDCC shall adjudicate all disputes in these areas. The Vice President for Student Affairs or the Dean of Students shall process such proficiency credits as are granted.
- 3C44 It shall establish and periodically review the policies and procedures concerning admissions to the College and shall oversee the implementation of its policies and procedures as approved by the FAS.
- 3C45 It shall establish and periodically review the policies and procedures for the distribution of all financial aid and scholarship funds for approval by the FAS and shall monitor the disbursement of these funds.
- 3C46 The College recognizes the authority of the FAS to determine policy for the disbursement of financial aid and scholarship funds (Article 3B27). The College also recognizes the authority of the Academic Standards Committee to establish and periodically review the policies and procedures for the disbursement of such funds and to monitor the distribution of such funds (Article 3C45). The College agrees to provide the FAS and the Academic Standards Committee with all the information the Committee finds necessary to carry out the above where the provision of such information is not inconsistent with State or Federal Law. Nothing in this paragraph is intended to expand or contract the authority of the FAS under Article 3B27 or of the Academic Standards Committee under Article 3C45.
- 3C47 Its chair shall serve as one of the faculty representatives to the BOT.
- 3C48 The College will consult with the Academic Standards Committee before action by the Board of Trustees or its Committees regarding the awarding of honorary degrees. Decisions with respect to the awarding of such degrees continue to be the responsibility of the Board of Trustees. The inability of the Committee to meet shall not constitute an impediment to the College's decision to confer an honorary degree.

3C49 The Committee chair is required to fill out a form (see Appendix D) and send it to the faculty member's personnel file at the end of each Spring semester evaluating the contributions of members' work on the committee.

Membership

3C50 The Academic Standards Committee shall consist of the following members: A chair and seven other full-time faculty members, including one Faculty Librarian, according to Articles 3F03 and 3F04. No two members, excluding the Chair, shall be from the same School or Division. Two administrators appointed by the President, one of which must be an academic administrator and one student selected according to Article 3C09. The Registrar and a representative of the Admissions Office appointed by the President shall serve in an advisory capacity to the Committee.

Academic Assessment and Research Committee

Purpose

3C51 The Academic Assessment and Research Committee shall serve as a research committee to track academic policy implementation and to conduct research relevant to academic issues being addressed by the other standing committees or issues for which those committees are responsible. It shall also coordinate and assist the Schools, Divisions and Departments in assessment of student learning outcomes and in the establishment of an on-going outcomes assessment plan.

Functions

3C52 The AARC shall conduct research on any aspect of the academic program that it decides to investigate, subject to the approval of the FAS.

3C53 The AARC shall conduct research on any aspect of the academic program that it is requested to investigate by any member of the College community subject to the approval of the FAS.

3C54 The AARC shall review the implementation of any policy passed by the FAS by the date stipulated for such a review at the time that the policy was passed by the FAS.

3C55 In seeking the approval of the FAS to research an issue, the Chair of the AARC shall present to the FAS the problem to be investigated, the design of the research to be conducted, and the target date for the completion of the project.

3C56 The AARC shall plan, develop, coordinate, implement, and monitor a system of assessment in the areas of general education skills and general education knowledge.

3C57 The AARC shall make its reports to the CAO and the FAS. The Chair of the AARC shall report to the FAS on human subjects research as appropriate, but at least annually.

3C58 The Committee chair is required to fill out a form (see Appendix D) and send it to the faculty member's personnel file at the end of each Spring semester evaluating the contributions of members' work on the committee.

Membership

3C59 The Committee shall include the Chair and fourteen (14) additional faculty members, two from each of the school/divisions, and two from the Library Department. These members are elected as outlined in Articles 3F03 and 3F04. The Chair of the Institutional Review Board (IRB) shall be an ex-officio member of the AARC. The IRB Chair shall be elected for a two-year term from among the elected committee members of the IRB by the members of the committee. In addition, this committee shall consist of the Director of Institutional Research, the Registrar, and one academic administrator appointed by the President.

Joint Personnel Committee for Academic Administrators

Functions

3C60 The Joint Personnel Committee shall evaluate and nominate candidates for the position of President of the College when this position is, or is shortly to become, vacant. If the BOT fails to select a candidate from those first nominated by the Joint Personnel Committee, the Joint Personnel Committee shall continue to evaluate and nominate additional candidates until a candidate acceptable to the BOT is found.

3C61 The Committee shall determine procedures for considering nominees and for interviewing nominees for the position of President and shall make its recommendations to the BOT. Nothing shall preclude the Board of Trustees from submitting nominations to the Committee.

3C62 The Committee shall develop and implement a regular process for the evaluation of the President in sufficient advance of his/her contract expiration dates for the purpose of making recommendations for reappointment for approval by the BOT.

3C63 Upon a request by the BOT or President, the Committee shall conduct a search for the positions of Provost and/or VPAA. The Committee will include any candidates submitted by the BOT or President in such search and will make a recommendation on each. Upon the submission of such recommendation the BOT or the President may select any one of the candidates. No individual may be hired on a permanent basis for the positions of Provost or VPAA without the Joint Personnel Committee conducting a search.

- 3C64 The Committee shall evaluate and make a recommendation respecting any academic administrator, who is to be appointed or reappointed. For the purpose of this clause, an academic administrator is the Provost, Associate Provost, Assistant Provost, VPAA, Director of Learning Resources, Registrar and Director of Academic Services.
- 3C65 The Committee shall evaluate and make a recommendation respecting any vice-president that the President proposes to appoint or reappoint. It may, with the concurrence of at least five of its members, make an evaluation and recommendation with respect to any other administrator whom the President proposes to appoint or reappoint.
- 3C66 If any of the administrators referred to in Articles 3C64-3C65 have contracts of appointment without a specified term, they shall be evaluated at least every two years. All such recommendations shall be made within sixty days of the date on which they are requested by the President where that is the case or within sixty days of the date on which the committee formally votes to initiate such an evaluation where that is the case except that, if the request is made between April 15th and August 15th, the Committee shall have until October 15th.
- 3C67 Each academic year the College shall provide the Joint Personnel Committee with a list of those administrators whom the BOT, the President or the CAO desires the Joint Personnel Committee to evaluate. The Joint Personnel Committee will be provided with job descriptions for all positions it is asked to evaluate. All administrators evaluated by this process must be evaluated once every two years.
- 3C68 Nothing herein shall preclude the Board of Trustees and/or the President from making an interim appointment to any of the positions specified in Articles 3C60 and 3C63 where the need arises. The College undertakes to make a good faith effort to avoid making interim appointments where feasible.
- 3C69 The Academic Chairs(s) and Department Chairs in each school will conduct an evaluation of the Dean of their schools every two years. The evaluation will have as its criteria the Academic Officer's job description, as well as the implementation of the school's Five-Year Strategic Plan that had been developed by this group in conjunction with the Academic Officer. A draft of the report of this group will be sent to the Academic Officer, prior to its submission, for comments and discussion with the Academic Officer. This group will submit its completed evaluation and recommendation concerning reappointment to the Joint Personnel Committee for Academic Administrators with a copy to the President of the College and the CAO or designee.

Membership

- 3C70 The Joint Personnel Committee for Academic Administrators shall be composed of the following members: The Executive Chair of the Faculty; the Chair of the Faculty

Personnel Committee, the Chair of the Academic Standards Committee; the President of the Student Government Association; two administrators selected by the President of the College, one of which will be an academic administrator and two representatives of the BOT selected from among their membership.

- 3C71 When choosing a President, the two administrators on the Joint Personnel Committee will be replaced by two members of the Board of Trustees.

Meetings

- 3C72 The Committee members shall elect a Chair from among their number.
- 3C73 The Committee shall meet at least once during each of the spring and fall semesters.
- 3C74 The Joint Personnel Committee for Academic Administrators shall prepare a written report on its activities each year and submit that report to the FAS and the BOT.

Professional Responsibility Panel

Purpose

- 3C75 The panel shall act as a mediating group to resolve disputes between faculty members, between faculty members and students, and between faculty members and administrators, which arise due to a purported repeated failure of a faculty member to carry out routine duties such as the timely and regular meeting of his/her classes, the regular performance of committee assignments, the failure to meet contractual deadlines, etc. However, the panel cannot hear disputes that are normally under the purview of other committees or adjudicative bodies of the College.
- 3C76 The panel may also mediate disputes about purported repeated incidents of conduct incompatible with the role of a faculty member or personal disputes which impede the normal business of the College.
- 3C77 The panel's purpose will not include addressing issues of professional competence as evidenced by scholarly work or teaching performance, however measured.

Functions

- 3C78 The panel shall be called into session whenever a dispute is brought to it for resolution. A dispute within the purview of the panel concerning a faculty member may be brought to the panel by another faculty member, an administrator or by a student. Such request must be in writing with a copy to the other person or persons involved in the dispute.
- 3C79 The panel shall have the right to call parties to present information or opinions, and to gather such information as it decides is necessary. Relevant parties to the dispute will represent themselves.

- 3C80 The proceedings of the panel shall be kept confidential and shall not be made public.
- 3C81 The panel shall make recommendations to the parties in dispute, which if accepted by the parties and implemented, will bring the matter to an end.
- 3C82 In addition, it may make recommendations to other committees and administrators, based on its finding, which it believes will prevent similar disputes from arising in the future.
- 3C83 In cases where the resolution of a dispute is not brought to a satisfactory end, the panel will forward its recommendation to the appropriate party with a copy to the CAO.
- 3C84 If the committee resolves that some action of a punitive nature is appropriate, it may recommend such punitive action.
- 3C85 Recommendations of the panel shall be placed in the personnel files of the relevant parties to the dispute.
- 3C86 Recommendations of the panel may not serve as the grounds for a grievance or an arbitration under this *Faculty Agreement*. In addition, the subject of the panel's recommendation shall not be the basis of any grievance or arbitration under this *Faculty Agreement*. Should the appropriate party not adopt the recommendations of the panel, the panel or the appropriate party may appeal such action to the CAO. Should the CAO not adopt the recommendations of the panel or the appropriate party, the panel may appeal such action to the President.
- 3C87 Five voting members of the panel will constitute a quorum.
- 3C88 Concurrence of at least four voting members of the panel is necessary for the passage of any action or recommendation.

Membership

- 3C89 The panel will consist of seven voting members chosen by lot at the October faculty meeting from among all tenured faculty holding the rank of Professor who have not served on the panel during the previous three academic years. Service will be for three years, on a staggered basis. Service on the panel may be excused for special cause only by the agreement of the FAS. The President of the Chapter will sit on the panel as member *ex-officio* with all privileges and rights except the right to vote.
- 3C90 The panel will elect a Chair who will serve for one year.
- 3C91 A member of the panel may be re-elected as Chair during service on the panel.

**School/Division/Library
Faculty Development And Curriculum Committee**

3D01 There shall be seven Faculty Development and Curriculum Committees (FDCC) as follows:

School of Aviation
School of Business
School of Education
Division of Arts and Humanities
Division of Natural Science and Mathematics
Division of Social Sciences
Library

Purpose

3D02 To develop the faculty and curriculum of the School/Division/Library.

Functions

3D03 To develop the curriculum of the School/Division/Library by:

- A. approving new courses (reported to FAS for inclusion in the minutes)
- B. approving changes in existing courses (reported to FAS for inclusion in the minutes)
- C. approving minor changes to degree program requirements (reported to FAS for inclusion in the minutes)
- D. recommending new degree programs to the FAS
- E. recommending significant changes in degree requirements to the FAS
- F. recommending proposals concerning general education (Core), college-wide degree requirements and interdisciplinary programs to the FCC
- G. serving as liaison with the FDCC of the other schools on curricular matters

3D04 To develop the faculty of the School/Division/Library by:

- A. evaluating faculty consistent with the provisions of this *Faculty Agreement* 2007-2012.
- B. administering SRFs via the Data Collection Committee (3A12) to tenured faculty in their classes once every three (3) years in a three-year rotation cycle

based on the criteria stated in 7A02-04. The SRFs, along with the *curriculum vitae* and the Annual Faculty Self Evaluation and Activity Report, will be submitted to the FDCC. The SRFs will be administered in the Spring semester unless the faculty member is on leave, in which case they will be administered in the first semester upon his/her return. In the Fall semester, the FDCC will perform the evaluation. A meeting between the FDCC and the tenured faculty member may occur if so desired by both the faculty member and the FDCC. If teaching problems are identified, the FDCC will recommend that a mentor be chosen to work with the faculty member. The faculty member and FDCC will choose the mentor. The faculty member and mentor will submit a written plan describing the mentoring activities to the FDCC. If the faculty member chooses not to work with a mentor, the FDCC may recommend to the FAS limits on overload teaching, and administration of yearly SRF's until the FDCC is satisfied that sufficient improvement has occurred. The decision of the FAS will be final.

- C. mentoring faculty who may need assistance in developing their academic careers. If the FDCC identifies areas of concern or weakness in the evaluation of a faculty member for reappointment or promotion, it may recommend that the faculty member work with the Dean to create a plan of action with regard to the areas identified.
- D. considering faculty development needs, approving or disapproving proposals, and allocating travel and research funds (reported to CAO).
- E. recommending faculty for released time for professional development through the FAS to the CAO.
- F. awarding sabbatical leaves up to 12.5% of the faculty in the School consistent with the provisions of this *Agreement* (reported to FAS for inclusion in the minutes).
- G. considering the recommendations of the Departments through their chairpersons for appointment of new faculty and making its recommendations to the President through the CAO.
- H. recommending continued appointments to the CAO (negative recommendations forwarded to FPC).
- I. recommending to the CAO all contract renewals of probationary faculty, except for the last contract renewal before tenure (faculty may appeal negative decisions to the FPC).
- J. recommending the last contract renewal before tenure to the FPC which then makes a recommendation to the FAS.

- K. recommending tenure and promotion to the FAS (negative recommendations shall automatically be appealed to the FPC).
- L. considering Departments' recommendations on the establishment of all new positions and the discontinuance of any position and making its recommendations to the FAS after the approval of the affected Department.

3D05 To serve students by:

- A. inviting students representing the School's programs to attend one meeting per semester for the purpose of obtaining information regarding student concerns vis-à-vis curriculum, scheduling, and advising matters.
- B. approving or disapproving recommendations from the Department Chairpersons on course substitutions, granting proficiency credit for extracurricular experience and/or study, and waiver of degree major requirements.

3D06 When making recommendations it shall do so according to the provisions outlined in the appropriate articles of this contract. In no case may it adopt procedures or make recommendations in such a way as to violate the terms of this *Agreement*. Furthermore, it shall make recommendations only to those individuals specified in the terms of this *Agreement*. Nothing in this statement of the function of the FDCC shall prevent the Administration or the BOT from acting in the above areas if the FDCC fails to make recommendations within the contractual time limits for such action.

Meetings

- 3D07
- A. All members of the FDCC are expected to attend and participate in all meetings, except as follows:
 - i. In unusual circumstances, if a member is unable to attend, a substitute may be designated in writing to the Chair of the FDCC to attend and vote at that meeting only.
 - ii. When personnel issues are considered, only the members of the FDCC may attend, participate and vote. If an FDCC member is being considered for personnel issues, that faculty member must recuse him/herself. Faculty members who are neither tenured nor tenure-elect will recuse themselves.
 - iii. Members of the FDCC are expected to arrange their schedules for the following semester so that they are available for the mutually agreed upon FDCC meeting time.
 - iv. No one shall be penalized for absences during the first semester of this contract since schedules have already been arranged.
 - B. A quorum consists of a majority of eligible voters.

- C. For a motion to be carried, a majority of voting members in attendance must vote in favor of the motion. The result will be recorded as “approved” or “disapproved”.

Membership

3D08 The membership of each FDCC shall be the Dean, Academic and Department Chairs, except for the School of Aviation whose membership shall be the Dean and all full-time faculty in the School, and the Library Department whose membership shall be all full-time faculty in the Library Department and the CAO.

3D09 Each FDCC shall elect its chair from among its members.

EXECUTIVE CHAIR OF THE FACULTY

3E01 It is the general function of the Executive Chair of the Faculty (ECF) to act as liaison between the faculty and the Senate.

3E02 He/she shall in addition:

Serve as parliamentarian to the Senate.

Represent the faculty at meetings of the BOT.

Be responsible for the calling of monthly and special meetings of the faculty in plenary session.

Chair or designate a chair for plenary sessions of the faculty.

Convene meetings of Divisions/Schools and Departments when requested

Serve as a member of the Committee on Environment (see 5Z04), the Joint Personnel Committee for Academic Administrators, the Operations Committee, and the Collections Committee.

3E03 No faculty member shall serve as ECF for more than two consecutive full terms or more than four and one-half years out of any six-year period.

PLENARY SESSIONS OF THE FACULTY

3F01 Plenary sessions of the faculty shall be chaired by the Executive Chair of the Faculty (ECF) or his/her designee from among the members of the Senate.

3F02 The primary function of the monthly meetings of the faculty in plenary session is to make the faculty informed of the actions of the Senate and the various committees and to allow for the free and informed discussion of the academic issues of the College.

Elections

3F03 Nominations will be made electronically in the month of October and at the November plenary faculty meeting. A nomination must be accepted by the November plenary faculty meeting. Utilizing the services of the American Arbitration Association (AAA), voting for the following officers shall take place by mailed ballot immediately following the November Faculty plenary meeting for a period of approximately two weeks:

Executive Chair of the Faculty

Chair of the Personnel Committee

Chair of the Faculty Curriculum Committee

Chair of the Academic Standards Committee

Chair of the Academic Assessment and Research Committee

Members of all Standing Committees

Members of the Institutional Review Board (under the purview of the Office of the CAO)

3F04

All offices will be held for two-year terms commencing on the September 1st following elections.

Replacement of a Member of the Senate

- 3F05 Upon the resignation of a faculty member of the Senate (who is not an Academic Chair) for whatever reasons, the ECF shall call a meeting of the faculty to be held within two weeks of the receipt of said resignation and place as the first item of business at that meeting the election of a replacement.
- 3F06 A faculty member of the Senate is understood to have resigned when so directed by a majority of the faculty in attendance in plenary session.
- 3F07 Plenary sessions of the faculty concerned with elections shall be governed by *Robert's Rules of Order* as most recently amended.
- 3F08 One half of the members of the faculty shall constitute a quorum for purposes of plenary session.

FACULTY RESPONSIBILITIES

- 4A01 It is the responsibility of a faculty member to strive to develop his/her professional capabilities to the highest possible degree. It is at the same time his/her responsibility as a teacher to attend his/her regularly assigned classes and to participate with his/her students in the educational process. It is understood that these dual concerns, i.e., professional growth and educating students, are of equal importance and that neither can be understood to be more important than the other. The faculty member is a partner in governance and shares responsibility for the academic growth and excellence of the institution. Full-time members of the faculty fulfill this responsibility by participation in committee and governance structures, by developing curriculum and by advising students. They assure, furthermore, the academic quality of the institution and its curriculum through their own professional development and in their participation in the evaluation of their peers.
- 4A02 The parties recognize that the responsibilities of a full-time member of the faculty represent the primary occupational involvement of the faculty member and must take priority over any other employment, which will be secondary. A faculty member's commitment to the College constitutes his/her primary occupational involvement. In no event shall a faculty member engage in any other employment which conflicts with the faculty member's responsibilities to the College as defined in this *Faculty Agreement*.

TEACHING LOAD

- 4B01 A member of the faculty who is not a Faculty Librarian is responsible for the following teaching load:
- A. Faculty teaching only doctoral courses have a maximum load totaling 18 credits in the Fall and Spring semesters.
 - B. All other faculty have a load of 24 credits to be distributed throughout the contract year (September 1st to August 31st).
 - C. All faculty must teach a minimum of 6 credits in the Fall and 6 credits in the Spring semesters.
 - D. Faculty teaching only doctoral courses will reference scholarly activities during those semesters in their Annual Faculty Self Evaluation and Activity Report.
 - E. The regular teaching load for faculty will be twelve credits in each of the Fall and Spring semesters only, or with overload up to a maximum of 18 credits in each of the Fall and Spring semesters, unless one of the courses is 4 or more credits, in which case the regular load could be thirteen credits up to a maximum of nineteen credits for that semester (Fall or Spring only).
 - F. The yearly maximum teaching load in all cases remains at forty-five credits per year, as specified in Article 5B03. Those faculty teaching thirteen credits as specified in Article 4B01(E) above may still apply for released time for a total maximum of 16 teaching credits for that semester.
- 4B02 All faculty are responsible for advising up to 40 students per semester as assigned.

- 4B03 The fulfillment of the teaching load responsibility is subject to the following limitations and provisions:
- 4B04 Wherever in this document reference is made to "released time" and specific credit hours are stipulated, such released-time credit hours shall constitute "teaching credit hours" and will be understood *vis-à-vis* Article 4B01.
- 4B05 No faculty member will be required to fulfill Article 4B01 by meeting classes in other than the Fall and Spring semesters which are scheduled during the contract year so long as there are courses available during the semester which he/she may appropriately teach. No faculty member will be required to fulfill Article 4B01 by meeting classes at campus sites other than the Oakdale campus or Brookhaven campus. Each faculty member is responsible to schedule at least the equivalent of four (4) 3-credit courses total at the Brookhaven campus in the Fall and/or Spring semesters during the life of this contract, provided adequate teaching facilities are available. If a course is cancelled in the Fall or the Spring, the obligation for teaching that course at the Brookhaven Campus is fulfilled. Undue hardship exceptions, e.g., no car, physical disabilities, may be made with the concurrence of the CAO. Other sites that are acceptable to the CAO and the faculty member may be used to satisfy this obligation. Faculty who have a sabbatical leave during the life of this agreement will be responsible to teach three courses at Brookhaven.
- 4B06 Faculty appointed prior to September 1, 1991, will not be required to fulfill their normal teaching obligations by meeting classes in the evening session of the Fall and Spring semesters so long as there are courses available during the day session which he/she could appropriately teach. Faculty appointed after September 1, 1991, may be required to fulfill their normal teaching obligations by meeting classes in either the day or evening session. Such faculty will be appraised during the interview process and this fact will be so noted in their Letter of Appointment. However, nothing herein shall prevent the Department Chair from requesting any faculty member to fulfill his/her normal teaching obligations by meeting classes in the evening session of the Fall and Spring semester, in order to maintain the academic integrity of the program or course. Nothing in Article 4B06 shall prevent any faculty member from agreeing to teaching assignments in the evening session.
- 4B07 The usual teaching load will be 12 teaching-credit hours during each of the Fall and Spring semesters except for Faculty teaching only doctoral courses, who will have a nine-credit load in each of the Fall and Spring semesters.
- 4B08 Exceptions to the above items in individual cases may be made by the CAO with the concurrence of the Chapter.
- 4B09 Off-site teaching assignments refer to Dowling College credit-bearing courses not offered at either the Oakdale campus or the Brookhaven campus.

- 4B10 At each off-site degree program, the College will endeavor to ensure that at least two courses are taught by full-time faculty members within each two-year period. In cases requiring overnight stays by faculty, all parties will make every effort to incorporate teleconferencing and other forms of distance learning into the course delivery.
- 4B11 All faculty will receive the Dowling Institute and other off-site location course schedule matrices six weeks prior to the beginning of the term, except for the initial terms of new programs.
- 4B12 Full-time faculty members will be given staffing priority over adjunct faculty, including all off-site teaching assignments.
- 4B13 Each off-site location will be academically assessed once per year by a full-time faculty member who is at the off-site location to teach a course. The faculty member will make a report to the Academic Standards Committee and the CAO.
- 4B14 The full-time faculty member will receive a stipend of \$500 for such an assessment as per 4B13. This assessment assignment will be voluntary on the part of the faculty member.
- 4B15 The assessment requirement will be suspended if there is no full-time faculty member teaching at the site and willing to perform the assessment.

ADVISEMENT

- 4C01 A faculty member is expected to be available on a regular basis to advise students who have been assigned to him as advisees or who seek him out for academic counseling.
- 4C02 Faculty will be available for advising assignments as made by appropriate administrators and Department Chairs within two weekdays immediately prior to the start of the Fall and Spring semesters. Assignment of Faculty for advising will be made with the concurrence of the Department Chair. Nothing herein shall prevent any faculty member from voluntarily agreeing to advising assignments prior to this period.
- 4C03 Faculty may volunteer to carry more than 40 advisees though not more than 80 in return for supplemental remuneration (see Article 4C05). The decision whether a member is qualified to advise a particular student shall be at the sole discretion of the College. Where there is no qualified faculty member available to advise a student, the College will, after having consulted the Department's roster of recommended advisors, arrange for a non-faculty advisor.
- 4C04 Faculty who volunteer to advise evening students must be available after 5:00 p.m.

4C05 Faculty who elect to advise a total of 50-60 advisees in a semester will provide one additional office hour per week; those who elect to advise 61-80 advisees in a semester will provide two additional office hours per week. Faculty who carry advisee overload will be paid \$15 for each advisee above 40 that they advise in the Fall or Spring term.

4C06 The administration will post on the Intranet faculty schedules and office hours by the end of the second week of classes each semester. The posting will be announced to all faculty. Prior to advisement periods, extended faculty office hours shall also be posted to the Intranet.

FACULTY AVAILABILITY

4D01 During the Fall and Spring semesters, faculty members are required to be at a Dowling College site at least three (3) days per week for teaching and/or office hours.

4D02 During the Fall and Spring semesters, faculty must have office hours on any day their classes meet and the office hours must be in at least one-half hour increments any time from 8:00 a.m. to 9:00 p.m., except for the Saturday MBA program, for which faculty may schedule office hours beginning at 7:00 a.m. Faculty who teach a weekday class at 7:00 a.m., may, at their discretion, schedule one half hour (1/2 hour) of office hours from 6:30 a.m., on the same day that the 7:00 a.m. class meets, for only those days when the 7:00 a.m. class meets, up to a maximum of one hour total for each 7:00 a.m. class. Faculty who teach a weekday class at 8:00 a.m., may, at their discretion, schedule up to one hour of office hours from 7:00 a.m., on the same day that the 8:00 a.m. class meets, for only those days when the 8:00 a.m. class meets, up to a maximum of one hour total for each 8:00 a.m. class.

4D03 During the Fall and Spring semesters, faculty members are required to schedule four (4) office hours per week at a Dowling College site for a twelve-credit load. Faculty teaching overload must schedule an additional office hour per three-credit course.

4D04 During the Fall and Spring semesters, if a faculty member does not teach or schedule office hours on a fourth day, then he or she must be available on a fourth day between 8:00 a.m. and 9:00 p.m. to receive e-mail or phone messages and return these messages within 24 hours.

4D05 Faculty are required to include their office hours on their syllabi, post their office hours on the faculty member's office door, and send their office hour schedule to the CAO or designee.

4D06 During other terms faculty must schedule at least one office hour for each three-credit course in at least one-half hour increments any time from 8:00 a.m. to 9:00

p.m. except for the Saturday MBA program, for which faculty may schedule office hours beginning at 7:00 a.m.

4D07 Faculty must use their Dowling email address and the College voice mail system for College business.

OTHER RESPONSIBILITIES

4E01 The following are included among a faculty member's responsibilities:

4E02 Faculty are obligated to meet all classes as scheduled, including those scheduled for finals week.

4E03 Faculty shall take class attendance at least until the mid-term rosters are due and will report non-attending students no later than two weeks after the first day classes begin for the Fall and Spring semesters, no later than one week after the first day of classes for the Winter and Summer sessions and on the mid-term grade roster. Faculty shall submit final grade reports to the Registrar within one week of the final class period, except that grades for graduating seniors shall be submitted within two days of the final class period. All grades must be submitted electronically. Training will be provided if requested.

4E04 Faculty shall provide a syllabus to students and to the Administration for each course taught at the start of classes. The Administration will have copies of all active syllabi on file in the Library for use by students and faculty. In the case of late course assignments, it is expected that syllabi will be submitted by the end of the first week of class.

4E05 Faculty are expected to attend regularly scheduled faculty and School or Division meetings. The attendance sheet for faculty meetings will be appended to Faculty Meeting minutes. The Academic Chair will forward comments to the FPC regarding faculty attendance at school/division meetings.

4E06 Each faculty member shall also devote four hours per year (including travel time) to aid the Admissions Office with recruitment. Scheduling of the four hours will be mutually agreed upon by the faculty member and the Director of Enrollment Services.

4E07 The College encourages faculty to maintain an office in their home for the purposes of preparing their courses, reading and evaluating student work, and engaging in professional study.

4E08 All faculty members are encouraged to participate in any scheduled College commencement. Therefore, the College shall pay for the rental of academic regalia approved by the College (cap, gown and hood) and used by such faculty members at Commencement and other functions of the College. In the event that the faculty

member requests but does not use such regalia, he/she shall reimburse the College for such payment.

FACULTY LIBRARIANS

- 4F01 Full-time Faculty Librarians fulfill their responsibilities in a regular 35 hour work week, except as provided in Article 4F10.
- 4F02 Faculty Librarians are entitled to 22 working days of vacation time each year accrued at the rate of 1.83 days for each month worked. Vacation time must be taken in the contract year in which is earned or in the following contract year. Any vacation time not so taken shall be forfeited. If a holiday falls during the vacation time, the librarian shall not be charged for vacation on that day.
- 4F03 Faculty Librarians shall receive up to three work days off with pay during the period between Christmas and New Year's Day. If Christmas, the day before Christmas, New Year's Day or the day before New Year's day, fall on a Saturday or Sunday, they shall be celebrated during the week between Christmas and New Year's. If a Faculty Librarian agrees to work during the Winter recess, the College shall grant the Faculty Librarian the same number of days off that he/she worked during that period at a mutually convenient time. The Faculty Librarians shall not be required to work on those days that classes are not held for the observation of religious holidays. Faculty Librarians will receive two research days to be taken during days when courses at the College are not offered.
- 4F04 Faculty Librarians are entitled to three personal days each academic year at full pay.
- 4F05 Faculty Librarians are encouraged to pursue professional development activities, i.e. attend meetings, participate in workshops, classes, etc. Time will be granted where workload permits as per past practice. Proof of participating in such activities must be furnished to the CAO.
- 4F06 If a Faculty Librarian wishes to take a course for professional development, the librarians' schedule will be arranged so as to accommodate him/her.
- 4F07 Faculty Librarians are expected to attend faculty, School or Division meetings as well as meetings of any standing committee of which they are an elected member.
- 4F08 Faculty Librarians may apply to the CAO for emergency leave of up to five days.
- 4F09 Faculty Librarians are responsible for scheduling the work hours of Faculty Librarians subject to the approval of the CAO or designee.
- 4F10 From the first day of Summer Session I through August 31st Faculty Librarians may take seven hours per week off for research and professional development. Faculty Librarians who take this time off will reference their scholarly activities in their annual faculty self evaluation and activity report. In addition, holidays for Faculty

Librarians will be the same as for the support staff, except as provided in Article 4F03. The summer work week shall be four days per week, 35 hours inclusive of the above-referenced seven hours.

4F11 Faculty Librarians are entitled to whatever other rights they may have under the *Faculty Agreement*.

4F12 Faculty librarians will not be required to teach any courses beyond the regularly scheduled 35-hour work week, except as otherwise provided in Article 4F10. Any courses taught must be outside of the 35-hour workweek and will be paid on an overload basis.

SALARY AND BENEFITS

COMPENSATION

Setting Initial Salaries

5A01 The Department Chair in consultation with the Chapter President will discuss the initial salary with the candidate. The Department Chair will make a salary recommendation to the CAO or designee.

Minimum Salaries Per Rank

5A02 Commencing September 1, 2007, in no case will the initial salary of a newly hired faculty member be less than the following minimums:

| | |
|-------------|----------|
| Instructor: | \$47,000 |
| Assistant: | \$53,000 |
| Associate: | \$58,500 |
| Professor: | \$64,000 |

5A03 Faculty members who have completed at least one year of full-time service by midnight of August 31, 2007 and whose base salary for 2006-2007 fell below these minimums will have their base salary increase for 2007-2008 based upon the minimums in 5A02.

The annual base salary for continuing members of the bargaining unit will be that set forth below.

5A04 2007-2008
Each member of the bargaining unit employed as of September 1, 2007 who was on the faculty during the 2006-2007 academic year will receive an increase of his/her base salary of 4.0%, effective September 1, 2007.

5A05 2008-2009
Each member of the bargaining unit employed as of September 1, 2008 who was on the faculty during the 2007-2008 academic year will receive an increase of his/her base salary of 4.0%, effective September 1, 2008.

5A06 2009-2010
Each member of the bargaining unit employed as of September 1, 2009 who was on the faculty during the 2008-2009 academic year will receive an increase of his/her base salary of 4.0%, effective September 1, 2009.

5A07 2010-2011
Each member of the bargaining unit employed as of September 1, 2010 who was on the faculty during the 2009-2010 academic year will receive an increase of his/her base salary of 4.0%, effective September 1, 2010.

5A08

2011-2012

Each member of the bargaining unit employed as of September 1, 2011 who was on the faculty during the 2010-2011 academic year will receive an increase of his/her base salary of 4.0%, effective September 1, 2011.

Sharing In Institutional Growth

5A09

Bargaining unit members will share in Institutional Growth through increases in total credit sales (from all sites, programs and semesters). If there is no increase in credit sales over the previous fiscal year, there will be no bonus paid in the year in question. The bonuses are not added to the faculty member's annual base salary. "Total credit sales" are sales based on the volume of credits, net of any scholarship allowance as defined by generally accepted accounting principles and allowance of bad debts (generally 1-2% of tuition collectable). The Executive Board of the Chapter will have the right to review the total credit sales figures.

These awards will be paid out according to the following formulae:

Commencing in the contract year 2007-2008, for each 1% (or fraction thereof) increase in total credit sales during fiscal year 2007-2008 as compared to total credit sales during fiscal year 2006-2007 (less a carve out equal to the bonus dollar amount paid in the prior year), each eligible full-time member will receive a bonus equal to 1/2 of 1%, or fraction thereof, of the unit member's base salary of 2007-2008 up to a maximum of 2.75% of the unit member's base salary. No bonus will be paid unless there is an increase in gross revenues from credit sales of 2006-2007 equal to the bonus that would otherwise have been payable in an amount equal to the bonus paid in 2006-2007, if any. See Appendix E for a hypothetical calculation.

During the contract year 2008-2009, for each 1% (or fraction thereof) increase in total credit sales during fiscal year 2008-2009 as compared to total credit sales during fiscal year 2007-2008 (less a carve out equal to the bonus dollar amount paid in the prior year), each eligible full-time member will receive a bonus equal to 2/3 of 1%, or fraction thereof, of the unit member's base salary of 2008-2009 up to a maximum of 2.75% of the unit member's base salary of 2008-2009. No bonus will be paid unless there is an increase in gross revenues from credit sales of 2007-2008 equal to the bonus that would otherwise have been payable in an amount equal to the bonus paid in 2007-2008, if any. See Appendix E for a hypothetical calculation.

During the contract year 2009-2010, for each 1% (or fraction thereof) increase in total credit sales during fiscal year 2009-2010 as compared to total credit sales during fiscal year 2008-2009 (less a carve out equal to the bonus dollar amount paid in the prior year), each eligible full-time member will receive a bonus equal to 2/3 of 1%, or fraction thereof, of the unit member's base salary of 2009-2010 up to a maximum of 2.75% of the unit member's base salary of 2009-2010. No

bonus will be paid unless there is an increase in gross revenues from credit sales of 2008-2009 equal to the bonus that would otherwise have been payable in an amount equal to the bonus paid in 2008-2009, if any. See Appendix E for a hypothetical calculation.

During the contract year 2010-2011, for each 1% (or fraction thereof) increase in total credit sales during fiscal year 2010-2011 as compared to total credit sales during fiscal year 2009-2010 (less a carve out equal to the bonus dollar amount paid in the prior year), each eligible full-time member will receive a bonus equal to 2/3 of 1%, or fraction thereof, of the unit member's base salary of 2009-2010 up to a maximum of 2.75% of the unit member's base salary of 2009-2010. No bonus will be paid unless there is an increase in gross revenues from credit sales of 2008-2009 equal to the bonus that would otherwise have been payable in an amount equal to the bonus paid in 2009-2010, if any. See Appendix E for a hypothetical calculation.

During the contract year 2011-2012, for each 1% (or fraction thereof) increase in total credit sales during fiscal year 2011-2012 as compared to total credit sales during fiscal year 2010-2011 (less a carve out equal to the bonus dollar amount paid in the prior year), each eligible full-time member will receive a bonus equal to 2/3 of 1%, or fraction thereof, of the unit member's base salary of 2011-2012 up to a maximum of 2.75% of the unit member's base salary of 2011-2012. No bonus will be paid unless there is an increase in gross revenues from credit sales of 2010-2011 equal to the bonus that would otherwise have been payable in an amount equal to the bonus paid in 2010-2011, if any. See Appendix E for a hypothetical calculation.

- 5A10 The Chapter may, upon reasonable notice, request an enrollment audit by an accounting firm of the Chapter's choice, such choice to be subject to the approval of the College. All costs of the audit will be paid by the Chapter.

Salary Checks

- 5A11 Full-time faculty are paid bi-weekly based on a 14-day pay period. New faculty will be paid from September 1st, or the first day of their contract. Payment for their first pay period will be on a pro-rata basis reflecting the number of days of the pay period on which they are under contract. As a result, the pay for new faculty in their first pay period may be less than in future pay periods. New faculty will be notified of this prior to the start of their employment.
- 5A12 Upon request and submission of deposit forms, the Office of Human Resources will mail the faculty member's salary checks for deposit. In the event that faculty member requires a salary advance for the summer months, the College will entertain such requests if they are made for legitimate academic purposes. Upon receipt of a request by April 15 for such an advance, the Chief Financial Officer (CFO) is empowered to grant at least ten such advances on the basis of their merit.

5A13 At the end of each quarter, the College will report to each member year-to-date totals for all categories of deduction.

OVERLOAD

Overload Scale

5B01 In addition to his/her annual base salary, a full-time faculty member shall be paid at the applicable rate set forth below, or appropriate pro rata portion thereof, for credit hours taught in excess of the usual twelve per semester. In the case of a faculty member whose agreed load for the year is not equally distributed between semesters, overload credit hours will be identified as those in excess of:

| <u>Credits</u> | <u>Faculty</u> |
|----------------|--|
| 24 Credits | All faculty with the exception of faculty teaching only doctoral courses |
| 18 Credits | Faculty teaching only doctoral courses |

5B02 Full-time faculty teaching overload will receive:

| Academic Year | Per Credit Hour |
|---------------|-----------------|
| 2007-2008 | \$ 1420 |
| 2008-2009 | \$ 1470 |
| 2009-2010 | \$ 1520 |
| 2010-2011 | \$ 1570 |
| 2011-2012 | \$ 1620 |

5B03 All faculty are limited to a yearly maximum of 45 teaching credits. All faculty are limited to a maximum of 18 teaching credits, in each of the Fall and Spring semesters, except as noted in Article 4B01.E. All faculty are limited to maximum of 9 teaching credits in the Winter and each of the Summer semesters. In the event that the New York State Education Department modifies the credit workload limit, the College and the Chapter shall meet promptly to discuss implementation of the change(s).

5B04 Should a faculty member submit a schedule with greater credits than the limitations stipulated, the CAO or designee will not accept the schedule except in exceptional circumstances, as determined in consultation with the Department Chair. In such cases the Chapter will be notified of such action.

5B05 Overload pay shall be paid to full-time faculty members during the Fall and Spring semesters each year, in 6 equal payments spread over 6 consecutive (bi-weekly) payrolls beginning with the second check paid to faculty members during the respective semester.

5B06 Qualified full-time faculty shall be given priority in all teaching assignments both on-load and over-load until 45 days prior to the start of the term or until the course is committed to an adjunct, whichever is later. The College will endeavor to accommodate a faculty member's request for overload in the formulation of a sound instructional schedule. On-load assignments shall be given priority over overload assignments. Faculty members do not have a contractual right to overload.

5B07 Faculty Librarians may elect to work on an overtime basis to staff the Library as per the College approved staffing plan for the hours of operation. Compensation will be the hourly rate that is the overload rate for the teaching faculty at the current contractual rate for overload pay. The hourly rate will be based on a 60-minute hour. Compensation per hour will be at the rate of 2.38% of the overload per credit rate (see Article 5B02): (2007-2008) \$33.80; (2008-2009) \$34.99; (2009-2010) \$36.18; (2010-2011)\$37.37; (2011-2012) \$38.56. All assignments must be approved by the CAO or designee.

INDEPENDENT STUDY AND PER CAPITA PAYMENTS

5C01 In addition to his/her basic annual salary, a full-time faculty member shall be paid at a rate of \$140.00 per semester credit hour of Independent Study supervised.

5C02 In instances where course enrollment are six students or below excluding courses in the Summer and Winter terms and courses taught on load, and, where the CAO or designee, Department Chair and faculty member mutually agree to offer the course on a per capita basis, a full-time faculty member shall be paid at the rate of \$140 per semester credit hour per enrolled student and will be responsible for conducting the course as a regularly scheduled class. It is understood that full-time faculty have the right at any time to decline to teach under such arrangements. Under such arrangements, these classes will not be included in the calculation of average class size.

5C03 Teaching sites not requiring overnight stays, outside of Nassau and Suffolk Counties, will have overload compensation at a rate of \$140 per credit above normal rates. In addition, faculty teaching at sites requiring four or more consecutive nights away from home shall receive a \$500 stipend.

INTERNSHIP, HONORS PROJECT, THESIS AND STUDENT TEACHER SUPERVISION

5D01 There will be limits on teaching Independent Study, Honors Project, Internship, Co-Op, Masters Thesis and *per capita* based courses (by CRN number.) Specifically:

| | |
|--------------|---------------------------|
| Fall | 12 credits total |
| Winter | 3 credits total |
| Spring | 12 credits total |
| Total Summer | 9 credits total |
| TOTAL | 36 credits total per year |

Within the above set limits, *per capita* courses will not count towards faculty teaching load.

5D02 A full-time faculty member shall be paid \$140 per semester credit hour for each internship or thesis supervised and \$190 per semester credit hour for each Master's Thesis supervised. Site visits are required for each coop/internship supervised on Long Island and in the five boroughs of New York City. Mileage at the IRS rate, tolls and parking will be reimbursed.

5D03 Faculty supervising student teachers will receive one (1) credit per two (2) student teachers that he/she supervises.

DOCTORAL DISSERTATIONS

5E01 Faculty who chair a doctoral dissertation committee will be paid on a course basis for each course EDU 862, EDU 863 and EDU 864. A dissertation reader committee member who is a full-time faculty member will receive a stipend of \$285 for each student's dissertation in each course EDU 863 and EDU 864. An outside reader will receive a one-time stipend of \$460.

PROMOTION INCREASE

5F01 Any faculty member whose promotion becomes effective during the term of this *Faculty Agreement* shall receive a promotional increase of \$5,000 (September 1, 2008), \$5,000 (September 1, 2009), \$5,000 (September 1, 2010), \$5,000 (September 1, 2011), and \$5,000 (September 1, 2012) which will become a part of the faculty member's annual base salary.

5F02 Any full professor who has served at the rank of Full Professor for at least eight (8) years is eligible for an Academic Excellence Award. The evaluation procedure for such an award will be done according to the existing procedures applicable to promotion. If the performance review of the Full Professor exhibits excellent accomplishment in each of the three criteria set forth in Articles 7A02-7A04, the faculty member is eligible for an "Academic Excellence Award" accompanied by a one-time payment of \$5,000.

RELEASED TIME STIPENDS AND NON-TEACHING OVERLOAD

5G01 Faculty members of the FAS, who chair a Standing Committee, a School or Division and the Executive Chair of the Faculty, shall receive stipend or credits toward base load for each of the Fall and Spring semesters for as long as they hold membership on the Senate. If a stipend is awarded, the stipend will be equal to the value of three (3) overload credits per Fall and Spring semester. The President of the Chapter shall receive six (6) teaching credits of released time for each of the Fall and Spring semesters as long as he/she remains in office, provided three (3) credits of such six (6) credits of released time are paid for by the Chapter at the applicable overload

rate. If a faculty member of the Senate or the President of the Chapter vacates his/her office, for whatever reason, these credits will be prorated to account for the term actually served. The graduate representatives to the FAS for the School of Business and the School of Education shall receive a stipend or credits toward base load for the academic year as long as they hold membership on the Senate. If a stipend is awarded, this stipend would be equal to the value of three (3) workload credits per year per representative.

5G02 The Department Chairs will receive an annual stipend equal to the value of three credits overload credits for each year of this *Faculty Agreement*. Department Chairs shall have the option to have three (3) credits on-load in lieu of the stipend. However, in all cases, Department Chairs must declare to the Dean or CAO designee their intention to receive either an annual stipend or a load reduction of three credits to be applied to the Spring semester only by August 1st of the preceding academic year. A Department Chair who serves for less than one academic year shall receive a pro-rated stipend only. Should the Department Chair select the released time option, this will count towards the maximum released time load limits for the semester. In addition, the Department Chair will be eligible to receive a workload adjustment based on the following formula:

WORKLOAD ADJUSTMENT SCHEDULE

5H01 No. of Courses Staffed in

| Previous Academic Year | Adjustment |
|------------------------|------------|
| 0 – 49 | \$0 |
| 50 – 74 | \$750 |
| 75 – 99 | \$1125 |
| 100 – 124 | \$1500 |
| 125 – 149 | \$1875 |
| 150 – 174 | \$2250 |
| 175 – 199 | \$2625 |
| 200 – 224 | \$3000 |
| 225 – 249 | \$3375 |
| 250+ | \$3750 |

The Chapter and the Administration will meet initially to determine the placement of the Department Chairs on this schedule based on courses staffed in the 2007-2008 academic year and will meet annually thereafter to determine if any adjustments are necessary.

PAY BASIS FOR ADMINISTRATIVE RELEASED TIME

5I01 Faculty may select stipend or credits toward base load, but may not take overload if taken for credit. The stipend will be equal to the value of overload credits.

5I02 Faculty may at their option and with the Chapter's concurrence perform administrative assignments on overload with nine hours of work per week for fifteen weeks being equivalent to three teaching credits.

5I03 Faculty who carry advisee overload will be paid \$15.00 for each advisee above 40 that they advise in the Fall and Spring Term.

RELEASED TIME FOR PROFESSIONAL DEVELOPMENT

5J01 Faculty may apply for released time in the Fall and/or Spring semester, the Winter term and/or the Summer terms, to pursue professional activities such as research, scholarship, artistic expression, graduate or other advanced study, individual development of curriculum or advanced study in preparation for new assignments, and leadership of a professional organization that enhance the standing of the individual and of the College. This provision is not intended to include any activity for which the individual is directly compensated or in any way remunerated, unless such compensation develops from a grant to which the College is a party. In reviewing applications for released time for professional development, the FDCC will recognize the need for such in light of the expectations for scholarly work by members of the bargaining unit.

The following limitations apply:

- A. Faculty must teach a minimum of six (6) credits in the Fall and Spring semesters.
- B. Faculty will have a maximum of fifteen (15) credits in the Fall and Spring semesters, or sixteen (16) credits, where one of the courses is four or more credits as provided for by Article 4B01(E), if they have FDCC released time for professional development.
- C. Faculty are limited to a maximum of nine (9) credits released time per year.
- D. Faculty are limited to three (3) credits of released time per Fall and Spring semesters.
- E. Faculty teaching doctoral courses exclusively with a teaching load of 9 teaching credits in either the Fall or Spring semester are eligible for up to 3 released time credits in either semester only in extraordinary circumstances.

5J02 Faculty librarians are encouraged to seek released time for professional development from the Library FDCC for long-term research projects, as well as for projects of study that are necessary to remain current in the rapidly changing fields of Librarianship. One credit of released time will equal three (3) hours per week. The scheduling of the released time will be worked out among the faculty member, the

Department Chair, and the administrator in charge of the Library. Such a schedule may include blocks of time in days, weeks, etc.

- 5J03 Teaching faculty who are engaged in long-term research projects are encouraged by the College and the Chapter to seek released time over multiple semesters and academic years. In reporting to the FDCC and the Dean, the faculty member must file a status report on the project in progress as per Article 5J04.
- 5J04 Faculty granted released time for professional development must submit a written report upon the conclusion of the project to the Chair of the FDCC with a copy to the Dean and CAO. If the project extends over more than a single semester, the recipient must provide a progress report at the end of each semester. The copy submitted to the Dean will be made part of the member's personnel file as will a copy of the member's application.
- 5J05 Application must be made during the preceding academic year to the FDCC. Applications for the Spring are to be filed the preceding spring; applications for the Fall are to be filed the preceding fall. The FDCC shall submit its recommendation for the granting of released time for professional development through the Dean to the CAO for approval or disapproval. Notification of the CAO's approval or disapproval of application for released time will be provided to the faculty member within 60 days where possible.
- 5J06 An unsuccessful applicant may revise his/her proposal and resubmit it to the FDCC for consideration.

ADDITIONAL SALARY REQUIREMENTS

- 5K01 The College agrees to advise the Chapter on an annual basis (January - December) by February 1st of all compensation paid to full-time faculty members pursuant to the terms of this *Faculty Agreement*. Such pay arrangements will include base compensation, stipends, overload pay, released time, and other similar payments, reimbursement for expenses related to specific or special activities carried out at the behest of the College (for example, attendance at conferences), and compensation paid to full-time faculty members by auxiliary agencies or institutes of the College such as the Dowling Institute.
- 5K02 The College and the Chapter agree that any pay arrangements in addition to payments under the *Faculty Agreement* require the concurrence of the Chapter. Chapter approval shall not be required for reimbursement of expenses related to specific or special activities carried out at the behest of the College (for example, attendance at conferences). Chapter approval shall not be required for pay arrangements derived from governmental, foundation or corporate grants from organizations independent of Dowling College. Nor shall Chapter approval be required for compensation paid by the Dowling Institute, or other Institutes of the College, when such pay is for services for which these institutes receive funds under contract with a third party and does not involve the teaching of credit bearing

courses. In all cases where the services of the faculty member are for non-credit bearing activities paid by Dowling College or any of its institutes, and for which Dowling College does not receive funds under contract with a third party, the approval of the Chapter is required. In all cases where services involve the teaching of credit bearing courses arranged through any of Dowling's Institutes, then the staffing and compensation will be based upon the provisions of the *Faculty Agreement*, or any other agreements with the Chapter.

5K03 It is understood by the parties that where Chapter approval is not required, faculty are free to provide services to the Dowling Institute and to receive compensation as is mutually agreed upon by the Institute and the individual faculty member providing the service. The College agrees to affirmatively advertise the professional needs and non-credit teaching opportunities of the Institute so that all qualified faculty may make application for such professional service assignments. However, it is agreed that such service may not be counted as service to the College or to any School or academic unit of the College for purposes of faculty evaluation, nor may such service be required for appointment, reappointment, promotion or tenure. This provision shall not prevent the use of such activity as evidence of professional growth for appointment, reappointment, promotion or tenure.

5K04 A list of all courses offered by the College in which the teaching credit arrangements are different from the student credit hours published in the catalog will be distributed to each faculty member. This list will be updated periodically as changes occur.

TRAVEL AND RESEARCH FUNDS

5L01 Faculty must apply in writing for travel and research funds to the FDCC. Each faculty member will receive an amount for travel and research as stipulated below. The FDCC has the authority to approve 50% of each faculty member's allocated amount; thereafter the CAO's approval is required. Notification of the CAO's approval or disapproval of application for travel and research funds will be provided to the faculty member within 60 days where possible. If by May 1st of any year, any individuals have not applied for their full allocation, the remaining money will be placed in a pool for that School/Division/Library to be made available to all faculty members in that School/Division/Library via FDCC approval.

| Per Faculty | Allocation |
|-------------|------------|
| 2007-2008 | \$1775 |
| 2008-2009 | \$1825 |
| 2009-2010 | \$1875 |
| 2010-2011 | \$1925 |
| 2011-2012 | \$1975 |

5L02 A faculty member who has been approved for travel and research funds may submit a request of such funds authorized by the Chairperson of the FDCC, to the Accounting Office as either an advancement for expenses or subsequent to the

expense. These requests must be submitted in accordance with procedures established by the Accounting Office and on forms supplied by the Accounting Office. The Accounting Office will process and distribute such funds to the faculty member pursuant to such appropriately documented request no later than one month after the appropriately documented request is submitted to the Accounting Office. With regard to reimbursement requests, in the event that the distributions of such funds are made more than one month after submission of such request to the Accounting Office, such funds will include reimbursement for any interest rates imposed upon the faculty member as a result of credit card financing, except where the refusal of the Accounting Office to submit such funds within one month was on account of circumstances beyond their control.

- 5L03 Upon the receipt of travel and research funds, a faculty member must submit a report to the Chair of the FDCC, with a copy to the Dean and CAO, concerning its use and the benefit derived. The copy of this report sent to the CAO, as well as the application for the funds submitted by the member, will be made part of the faculty member's personnel file.
- 5L04 An unsuccessful applicant may revise his/her proposal and resubmit it for reconsideration.
- 5L05 No grievance or legal action may be initiated, filed, processed or arbitrated by the Chapter or by a member of the Faculty with respect to the CAO's decisions under this Article.

SABBATICAL LEAVE

- 5M01 Subject to the provisions of this *Faculty Agreement*, a tenured faculty member is entitled to sabbatical leave after seven years of full-time service to the College and during his/her fourteenth year of full-time service and thereafter for each seven years of additional full-time service to the College, i.e. during the eighth year, fourteenth year, twenty-first year, etc.
- 5M02 Sabbatical leaves are understood to be for the purpose of professional development, including scholarly research, and are intended to enable faculty to keep abreast of developments in their field.
- 5M03 The College and the Chapter agree that there shall be no terminal sabbaticals. A terminal sabbatical is defined as a sabbatical taken during the faculty member's last academic year of full-time employment at the College. Therefore, a full-time faculty member must be employed for a full academic year after a sabbatical for the sabbatical not to be considered a terminal sabbatical.
- 5M04 Unpaid leaves of absence do not count toward years of service when determining entitlement for sabbatical, but they do not break continuity of service to the College.

- 5M05 Faculty eligible for sabbatical leave must indicate their intention to take such leave in writing to the FDCC with copies to the Department Chair, by October 15th of the year preceding the sabbatical leave. The notice of intent will be accompanied by a statement of a definitive plan of study, research or other professional activity.
- 5M06 Faculty members may elect to take one semester of sabbatical leave at full pay or two consecutive semesters at two-thirds pay. It is understood that either form of leave shall be counted as one sabbatical leave for purposes of eligibility as outlined in 5M01.
- 5M07 Sabbaticals for Faculty Librarians shall be for six months or one year.
- 5M08 Faculty members on sabbatical leave will continue to receive all regular benefits as outlined in the items under Article 5 of this document.
- 5M09 It is understood that in cases where concurrent sabbatical leaves might jeopardize the quality of the academic program, the FDCC, in consultation with appropriate faculty, shall determine a solution and inform the CAO and the faculty involved.
- 5M10 The FDCC is empowered to grant sabbatical leaves not exceeding 12.5% of the full-time faculty in the School/Division/Library in any given year. Additional sabbaticals in excess of the 12.5% up to a maximum of 15% of the full-time faculty in any given year may be granted but only with the approval of the CAO and the President. A determination of which applications fall within the first 12.5% will be based on the following: first priority will be given to those faculty members who have not previously had a sabbatical leave; second priority to those faculty members who though eligible were denied or did not take a sabbatical leave; and the remaining application will be selected by lottery.
- 5M11 A member who is awarded a sabbatical must upon its conclusion submit a report describing the activity undertaken and the benefits derived. This report will be submitted to the Chair of the FDCC with a copy to the Dean and CAO. The CAO's copy of this report, as well as the member's application, will be made part of the member's personnel file.
- 5M12 If a faculty member while on sabbatical leave accepts regular full-time employment at another institution not included in his/her plan for sabbatical leave, the College is under no obligation to pay any part of his/her sabbatical salary. This does not apply to faculty members accepting funds for the support of research, publication, or other scholarly or professional activity during the period of their sabbatical leave.
- 5M13 Faculty must apply in writing to the FDCC. The FDCC shall submit its recommendations for granting sabbaticals through the Dean to the CAO. With respect to the first 12.5% of full-time faculty the decision of the CAO will be final. With respect to additional sabbaticals in excess of 12.5%, the following procedure will apply: The FDCC will forward all applications with its recommendations through the CAO to the President for approval or disapproval, who shall make

his/her decision known within 20 days of receipt of each recommendation. Should the President disallow the recommendation of the FDCC, he/she shall advise the FDCC in writing of his/her reason for doing so, addressing directly the merits of the proposal.

- 5M14 No grievance or legal action may be initiated, filed, processed or arbitrated by the Chapter or by a member of the Faculty with respect to decisions by the FDCC or President under this Article.

OTHER LEAVES OF ABSENCE

Probationary Academic Leave

- 5N01 Probationary faculty members can bank 12 credits of overload teaching to be used for a one-time semester's academic leave during the probationary period. The leave cannot be in either the terminal or the tenure-elect year. If the banked credits are not used at the end of the probationary period, or whenever a faculty member so requests it, they will be paid at the rate in effect at the time they were banked.

- 5N02 Probationary academic leaves are understood to be for the purpose of professional development. Probationary faculty must indicate their intention to take such a leave in writing to the FDCC with copies to the Department Chair and Dean by March 15th preceding the academic year in which the leave is to be taken. This notice of intent will be accompanied by a statement of a definitive plan of study, research, or other professional activity. The FDCC will submit its recommendations concerning this leave through the Dean to the CAO for approval. A faculty member who is awarded a probationary academic leave must upon its completion submit to the FDCC, with a copy to the Dean and CAO, a report describing the activity undertaken and the benefits derived. Faculty members on probationary academic leave will continue to receive all regular benefits as outlined in the *Faculty Agreement*, and will not lose any time of service or time in rank for any of the purposes of the *Faculty Agreement*.

Leave Without Pay

- 5N03 Applications for leave without pay must be made six months in advance in writing to the FDCC. Recommendations of the FDCC will be forwarded to the President through the CAO for final decision by the Board of Trustees. Leaves will ordinarily not be granted for periods exceeding two years and will be granted only to applicants with at least three years continuous service at the College immediately preceding the academic year in which the leave is to occur.

Emergency Leave

- 5N04 Full-time members of the faculty experiencing unusually difficult circumstances may request emergency leave. Such leave will be granted only for the most pressing reason, with the decision to grant emergency leave contingent upon evaluation of the evidence presented by the applicant to the CAO. The College will respond within

ten business days. A leave of absence granted by the College shall be for such period and with or without pay as the College shall determine.

Sick Leave

5N05 When a faculty member must be absent because of illness, he/she shall report this fact to the CAO or designee as soon as possible. The CAO or designee shall then make arrangements for class coverage with the Department Chair. His/her salary will not be affected if illnesses are infrequent and of short duration.

5N06 Faculty who are absent for more than two weeks due to illness or injury will be placed on sick leave. The College will continue payment of salary to faculty on sick leave during the period of absence as follows:

| Consecutive Years of Service with Dowling College | No. of Consecutive Months Salary is Continued |
|--|--|
| Less than 2 years | 2 months |
| More than 2 years, but less than 3 years | 4 months |
| More than 3 years | 6 months |

5N07 A faculty member who is absent for more than two weeks must submit written certification from a physician to the Office of Human Resources that he/she is physically unable to work. He/she shall thereafter provide a monthly report from his/her physician certifying his/her continuing inability to work.

5N08 The College reserves the right to require a member who has been on sick leave for more than a month to be examined by a physician selected by the College, all costs of said examination to be borne by the College.

5N09 When absences due to illness are prolonged or frequent enough to prevent a faculty member from carrying on his/her duties, his/her services shall be terminated. Notification of such action will be sent to the Chapter President.

5N10 When a faculty member with tenure is temporarily disabled, he/she shall resume his/her regular full-time duties not later than the beginning of the semester following his/her recovery. If his/her disability extends over a period equivalent to three academic years, he/she shall no longer have tenure and his/her contract with the College may be terminated. The faculty member involved, upon notification by the College of his/her change in status, may request the Faculty Personnel Committee to review the decision and forward its recommendation to the President through the FAS. The BOT shall make the final decision.

Administrative Leave

5N11 Any faculty member who accepts a full-time administrative appointment at the College shall be considered to be on administrative leave. The member shall suffer

no loss of time in rank for purposes of salary scale or promotion or service toward sabbatical eligibility or for any other purpose, except the probationary period, under the *Faculty Agreement*. In the case of tenured faculty, there will be no loss of tenure; the tenured faculty currently occupying administrative positions continue to retain all rights and privileges of tenure including the right to return to faculty maintaining their professorial rank and tenure status. In the case of non-tenured faculty, their time on administrative leave shall not count toward their probationary period. Tenured faculty currently occupying administrative positions continue to retain all rights and privileges of tenure including the right to return to faculty maintaining their professorial rank and tenure status. This also applies for faculty who assumed an administrative position during the previous contract.

Family Care Leave

- 5N12 A one-year leave of absence without pay but with no loss of time in rank for purposes of salary scale or promotion.
- 5N13 A one-semester leave of absence without pay but with no loss of time in rank for purposes of salary scale or promotion.
- 5N14 Any complications associated with pregnancy will be treated as illness.

BENEFITS WHILE ON LEAVE

- 5O01 Health and welfare coverage will be continued during the period of any paid leave of absence.
- 5O02 Time spent on paid leave of absence will be counted as time in rank for purposes of salary, promotion, and sabbaticals, but not for probation (excepting probationary academic leave), unless prior written arrangement has been made with the CAO.
- 5O03 Health and welfare coverage will be paid by the College during unpaid sick leaves and child care and rearing leaves.
- 5O04 All recipients of leaves of absence are expected to complete a minimum of at least one year's full-time employment at the College following the leave period. It should be understood that leave could entail considerable expense to the College. Hence, all Departments are expected to arrange their programs so that full-time replacements are not necessary for faculty on leave. It is understood that in certain cases this may be impossible, but the need for special arrangements should be kept to a minimum.

SUBSTITUTE TEACHER COMPENSATION

- 5P01 The College will, where possible, provide qualified substitute teachers for faculty who are prevented from meeting their classes as scheduled. Members of the

bargaining unit who, having volunteered, are assigned as substitute teachers, will receive \$100 per class, for a single session or \$150 for a double session.

HEALTH AND WELFARE BENEFITS

Health Insurance

5Q01 The Health Care Plan is more particularly described in the Dowling College Faculty Health Plan Booklet periodically published by the College. The full cost of this insurance coverage for the faculty member and his/her spouse, domestic partner (as defined in the Plan Booklet), and eligible dependents is assumed by the College except as hereinafter provided. This protection is available on the first day of employment.

5Q02 This coverage, effective upon date of employment, provides protection for the faculty member and eligible dependents. Except as herein provided, the program pays 80% of eligible expenses for out-of-network medical expenses. The deductibles are:

| | |
|------------|-------|
| Individual | \$240 |
| Family | \$480 |

An annual maximum benefit of \$2,000,000 is included. A lifetime maximum benefit is unlimited. The yearly maximum out-of-pocket expenses are \$650 per individual and \$750 per family.

5Q03 An HMO option is provided, as required by law.

Health Codes

5Q04 The College will make the medical codes, including usual and customary charges, for medical procedures performed by physicians located in the Oakdale zip code, 11769, available in the Human Resources Office. The code and usual and customary charges for a specific medical procedure for any other area will be provided to individual faculty members upon request, using an applicable insurance company form, which will be provided by the Office of Human Resources.

5Q05 The dental codes, with the usual and customary charges for Long Island, will be given to the Chapter.

Dental Insurance

5Q06 Individual and family dental coverage, including bonds and sealants will be provided at no cost except as hereinafter provided and shall provide the following maximum benefit for each person covered per calendar year: for preventive care, 100% coverage with no deductible; for basic and major dental services 80% coverage with

deductible of \$100 per person to a maximum of \$200 per family. The maximum benefit per annum is \$4,000 per person for the academic years of 2007-2008, 2008-2009, 2009-2010, and \$4,200 per person for the academic years of 2010-2011, and 2011-2012. For orthodontic services, 80% coverage to a lifetime maximum of \$4,100 shall be provided for the academic years of 2007-2008, 2008-2009, 2009-2010, and \$4,300 per person for the academic years of 2010-2011, and 2011-2012.

Dental PDO

5Q07 A PDO (preferred dental organization) option will be provided.

Vision Care Insurance

5Q08 Individual and family optical coverage will be provided at no cost except as hereinafter provided and shall provide the following maximum benefits for each person covered: one examination every twelve months to a maximum of \$75 for the academic years 2007-2008, 2008-2009, 2009-2010, and one examination every twelve months to a maximum of \$100 per person for the academic years of 2010-2011, and 2011-2012; \$275 for lenses, frames and contacts per annum per person for the academic years 2007-2008, 2008-2009, 2009-2010, and \$320 per annum per person for the academic years of 2010-2011, and 2011-2012.

Prescription Plan

5Q09 The College will provide a co-payment prescription insurance plan for individual and family coverage with a 90-day limit per initial filling and per refills for brand or generic prescriptions. The co-payment will be \$10.00 for generic drugs and for brand-named drugs with no generic equivalent. The co-payment will be \$15.00 for brand-named drugs with generic equivalents.

Cost Sharing

5Q10 Any cost increase determined by the cost sharing formulae in Appendix A shall be borne equally by the College and the faculty with each participating faculty member bearing an equal share of any cost increase that is determined by the respective single coverage or family coverage costs. Annual cost sharing will be capped at \$1,000 per annum for individual and \$2,500 per annum for family.

5Q11 The faculty members' costs will be determined by the formulae stated in Appendix A of the 2007-2012 *Faculty Agreement*. If any cost sharing obligations are determined to exist, the faculty will satisfy such an obligation through equal payroll deductions commencing on February 1st or September 1st of the affected year.

5Q12 As an alternative to employee contributions, the College will attempt to reduce the costs by exploring with the Chapter other alternatives to increased costs. Notwithstanding the foregoing, the college agrees to pay for the entire costs of all statutorily mandated New York State disability benefits for bargaining unit employees.

EMPLOYEE ASSISTANCE PLAN

- 5R01 The College will pay \$32 per annum for each participant toward the cost of an employee assistance program that will provide referral services for faculty who are experiencing personal problems that may be interfering with their job performance.
- 5R02 The College recognizes the importance of preserving the confidentiality of an individual's use of the program in order for persons in need to use it without fear of embarrassment or retaliation.
- 5R03 The Chapter recognizes that the College should not be exposed to any potential liability as a result of making these payments and will obtain individual releases (drawn by the College) from all present and future faculty. The Chapter further acknowledges that in agreeing to the above, the College is relying on the representation of the program that it will effectively hold the College harmless; and that should the College determine that the program cannot effectively do so, it reserves the right not to make or to discontinue these payments.

TOTAL DISABILITY

- 5S01 This coverage is underwritten by TIAA and becomes effective on the first of the month following a year of full-time service to Dowling College. It is provided at no cost to the faculty member. The plan provides the following benefits which begin on the first of the month following six consecutive months of total disability and continue during such disability.
- A. With respect to disabilities which occur at age 60 or less, benefits cease at age 65.
 - B. With respect to disabilities which occur after age 60, benefits cease five (5) years after disability.
- 5S02 A Monthly Income Benefit which, including any income benefits payable from Social Security and Worker's Compensation, is equal to 66 2/3% of covered monthly salary with a maximum of \$5,700 per month in 2007-2008, \$5,900 in 2008-2009, \$6,100 in 2009-2010, \$6,300 in 2010-2011, and \$6,500 in 2011-2012.
- 5S03 If a participant in the TIAA retirement program becomes totally disabled, a monthly waiver benefit of the amount currently being paid to TIAA/CREF annuity in accordance with the provisions of the College's retirement plan will be continued. This Waiver Benefit is credited as monthly premiums divided between TIAA and CREF, if participating in CREF, in the same proportion as that being used when disability began.
- 5S04 The Monthly Income and Waiver Benefit payable by TIAA during continuous Total Disability will be increased each year by 3% compounded annually, beginning with the first day of the calendar month following 18 months of such continuous disability
- 5S05 The College will continue to carry faculty members on health insurance plans selected prior to disability leave or disability retirement, and will continue to do so during such leave or retirement until the member reaches age 65.

LIFE INSURANCE

- 5T01 The College has arranged to issue term life insurance to each eligible faculty member who elects to participate. The cost to the faculty member for each one thousand dollars insurance is nineteen cents per month. The College pays the balance of the cost. The amount of the insurance available to a faculty member is approximately three times his/her annual salary to a maximum coverage of \$250,000. In addition, the College will bear the cost of accidental death and dismemberment insurance for those faculty purchasing this coverage.

INSURANCE CARRIERS

- 5U01 The parties agree that, other provisions of this *Agreement* notwithstanding, the College shall have the sole right to determine health, welfare, and life insurance carriers (including self-insurance) as long as the benefits are substantially equal to those provided in the Plan Booklet that applies on September 1, 2007. The term “benefits” refers to the items and level of coverage set forth in the aforesaid Plan Booklet. Matters including participating provider organizations, the relative financial solvency of carriers, and the processing and determination of claims by a carrier shall not be considered “benefits”. However, a replacement carrier or self-insured plan shall include a reasonably well staffed participating physicians organization that contains an adequate representation of physicians among the various specialties, and that is similar in quality to the predecessor plan. Additionally, the replacement carrier’s plan, or self-insured plan, shall provide for an adequate distribution of hospitals similar in quality to the predecessor plan.
- 5U02 Should a “Patient’s Bill of Rights” become law, the College and the Chapter will reopen contract negotiations only and specifically on the issue of protecting the College from any financial liability that may have been created by the law.

FLEXIBLE BENEFIT PLAN

- 5V01 All full-time faculty members will be eligible to participate in the optional College Flexible Benefit Plan so long as such plan is available. Employees interested in making a change in their benefit plan must meet with a representative of the Human Resources Office prior to deciding which benefits they wish to change during the current contract year. Full-time faculty will have the opportunity to change the Flexible Benefit component once each year from May 1st – August 1st with the effective date of September 1st. Notice of such change shall be communicated to the Human Resources Office by August 1st of each year. However, it is noted that employees who opt out of coverage under the College Flexible Benefit Plan must meet the eligibility requirements of such benefit plans prior to being permitted to opt into such plan during a subsequent period.

TUITION BENEFITS

Dependent Children

- 5W01 Any dependent children of a full-time faculty member who meet the College entrance requirements will be eligible for full-time tuition remission in courses given by Dowling College in its undergraduate and graduate (excluding doctoral courses) programs.
- 5W02 Participants in 5W01 will pay any materials fees associated with these courses, but no other fees.

5W03 For this provision, dependency is defined as a child up to the age of 25. If a dependent becomes 25 years of age while matriculating under the tuition remission program, he or she may complete the degree, if there is no interruption in matriculation. (Matriculation does not imply full-time status and “no interruption” means that the student takes at least one course in each Fall and Spring semester). Should a faculty member with 15 years or more of service become disabled, or die, his/her dependents, as well as spouse or domestic partner, will obtain these benefits herein provided that the student maintains continuous enrollment, or upon enrollment maintains continuous attendance.

Faculty Members and Their Spouses/Domestic Partners

5W04 Faculty members and their spouses/domestic partners will be entitled to take an unlimited number of courses in all Dowling College graduate and undergraduate programs (excluding doctoral courses) or Divisions or Schools with full tuition remission. Members and spouses/domestic partners shall pay any materials fees associated with said courses, and no other fees.

BOOKSTORE

5X01 Faculty members are allowed a 10% discount on all cash purchases in the Dowling College Bookstore. Should the College contract for a concession arrangement for the bookstore, the College pledges to make its best efforts to maintain this arrangement in its negotiations with the concessionaire.

CREDIT UNION

5Y01 Membership in the Teachers Federal Credit Union is available to Dowling College Faculty members.

OFFICE AND PARKING SERVICES

5Z01 The College shall continue to provide faculty members with parking facilities, office space, telephone, mail and secretarial services.

5Z02 The College and the Chapter agree that the only on-campus smoking area will be outside the west door of the Racanelli Center.

5Z03 The College will make available staff to provide the faculty with necessary secretarial and support services. The Chapter recognizes that the administration retains ultimate authority to supervise and direct such staff, including assigning them and assigning work to them.

5Z04 The administration shall make a commitment to maintain a cleaner, safer and more comfortable environment including classrooms, offices, sanitary facilities, walkways and parking. Each year a Joint Committee on the Environment composed of the ECF, staff, student and administrative representatives shall conduct a review of the

quality of the environment. The results of this review, together with any recommendations for improvements or changes shall be submitted to the President.

BENEFITS IN THE EVENT OF TERMINATION

5AA01 Health and Welfare Benefit Coverage ceases on termination of employment except as otherwise provided in the applicable policy or in the *Faculty Agreement*. In the event of termination of employment, a faculty member may arrange to continue certain insurance coverage to the extent and in the manner provided by the applicable insurance policy, or as required by law.

RETIREMENT

6A01 Retirement benefits are provided through TIAA. The amounts contributed by the College and the faculty member are displayed below:

| <u>% of Contribution</u> | |
|-----------------------------------|--|
| <u>Years of Service Completed</u> | <u>Faculty and College</u> |
| Fewer than 6 | 4% and 9% |
| 6 or more | 4% and 11%, or 5% and 12% |
| 15 or more | 4% and 11%, or at faculty option, up to 3% additional to 7% and 14% maximum |

6A02 To participate, a faculty member must contribute a minimum of 4% of his/her base salary. Faculty who wish to do so may direct their own contribution to a TIAA administered SRA rather than have their contribution go to the base plan. Faculty may also elect to direct the investment of their funds to alternate accounts or to arrange for transfers consistent with TIAA/CREF provisions, to the maximum extent permissible by TIAA/CREF, State and Federal laws and regulations. Faculty choosing alternate custodial accounts will be required to execute all appropriate forms prepared by the College and signed by the faculty member, and where appropriate, the faculty member's spouse. During the 2007-2008 academic year, Dowling College will request that TIAA/CREF and AIG/VALIC expand the range of fund choices available to the faculty.

6A03 A retired faculty member is eligible to continue his/her existing health insurance coverage at his/her own expense, except for faculty who elect a "buy-out" as described herein.

6A04 Article 6A01 may be reopened at any time by either party in order to negotiate changes if, in the view of either party, it is necessary or desirable in light of the requirements of Section 403(b) of the Internal Revenue Code of 1986 as amended.

BUY-OUT

6B01 Each year during the term of this *Agreement*, the College will provide a buy-out of faculty members who are tenured and have served a minimum of 20 years as a full-time faculty member. A faculty member must notify the College in writing of his/her intent to accept the buy-out three (3) months prior to the beginning of the payout academic year. The academic year before the payout year will be the last year of full-time teaching. Once the buy-out is elected, all sabbaticals following the election will be forfeited. The faculty members who elect this option will receive full pay and benefits over a 12 month period during the payout academic year. Also, the retiring faculty member shall continue as a covered participant with dependents, or domestic partner, or spouse, in the College's health and dental care plan until Medicare age eligible, or employed elsewhere and granted a health care benefit plan substantially equal to, or better than, the College plan. After the pay-out year of the buyout, at such time as the member reaches Medicare age eligibility and does not have a non-

Medicare primary medical plan, a supplemental medical benefits plan will be provided at 50% of the College cost.

DEATH OF A FACULTY MEMBER

6C01 The spouse or domestic partner, children, and/or dependents of a faculty member who dies while full-time, or on disability, will continue to receive for a period of six (6) months or to the end of the academic year, whichever is greater, all medical, dental, salary and retirement contribution benefits that they would have received had the death not occurred.

6C02 The surviving spouse or domestic partner will receive a three (3) year maximum of COBRA benefits following the expiration of medical benefits after the death of a faculty member, or the maximum as required by law.

PART-TIME TEACHING AND OTHER PRIVILEGES

6D01 At their request, retired faculty members may be invited to teach part-time upon recommendation of the Department Chair. They shall be listed in faculty directories, shall be invited to participate in convocations and other faculty and College events, shall have library privileges, shall be eligible to apply for research grants, and shall be granted use of office space and secretarial assistance if available.

EMERITUS FACULTY

6E01 Retired faculty members may be granted emeritus status upon recommendation of the FAS and the approval of the BOT when it is determined that the faculty member rendered outstanding service to the College. In order to become an emeritus faculty member, the faculty member must submit a CV to the School/Division/Department for the appointment process to begin. Such faculty shall receive all the benefits of other retired faculty. Their rates of pay for part-time teaching shall be \$125 per credit more than the current overload rate.

PERSONNEL POLICIES
(See Appendix F)

CRITERIA FOR EVALUATION

- 7A01 The College is committed to the principle of peer evaluations of faculty. The criteria set forth below shall be applied by the Faculty when making peer evaluations as provided in this *Agreement*:
- 7A02 Skill and promise as a teacher. Faculty librarians who do not regularly provide instruction are not expected to demonstrate competence in teaching, but all librarians are expected to demonstrate skill and promise in their normal responsibilities as librarians.
- 7A03 Continuing performance, professional development, and promise as a scholar and/or professional according to the norms of his/her discipline.
- 7A04 Service to the College community through participation in the continuing academic life and continuing development of the College.

APPOINTMENT TO THE FACULTY

Recruitment and Appointment

- 7B01 The Department Chair in conjunction with the faculty concerned shall be responsible for recruitment of new faculty and shall forward a recommendation to the FDCC. The FDCC shall submit its recommendation to the President, through the CAO. A recommendation from the FDCC shall include a recommendation as to the length of the initial appointment, the length of the probationary period, rank and title of the position. For the establishment of initial salary see Article 5A02. Each academic year on or before October 1st, the CAO will distribute a list to all Department Chairs of faculty searches that need to be done for hiring for the next academic year.
- 7B02 When new programs are developed and existing faculty do not hold credentials in the program, every effort will be made to utilize existing faculty in related areas throughout the College in the hiring of new faculty.
- 7B03 Documents required of any candidate before becoming a full-time member of the faculty, forwarded from the Department Chair, shall include all of the following:
- Certified evidence of the highest earned degree, and evidence in support of that degree, including transcripts when available.
- At least three letters of recommendation.

A written recommendation from the Department Chair and, except for the Library Department, a written recommendation from the Academic Chair of the School or Division.

Rank at Initial Appointment

- 7B04 Initial appointment will usually be made at the rank of Instructor when the candidate has had less than three years of full-time college teaching experience, or its equivalent and/or lacks the academic requisites for appointment to a higher rank; Assistant Professor when the individual has had three years of college teaching experience, and/or an earned doctorate or its equivalent in scholarly or professional activities; Associate Professor when the individual has had at least four years of full-time teaching experience, and an earned doctorate or its equivalent in scholarly or professional activity; Full Professor in rare and exceptional cases when the individual's presence at Dowling College is considered to be of great academic value.
- 7B05 The FDCC may recommend exceptions to the above requisites for rank in cases it deems exceptional, and shall state the nature of the exception.

Probationary Period

- 7B06 The probationary period shall normally be between four and seven years served consecutively at Dowling College.
- 7B07 In special circumstances a faculty member may be granted a shorter probationary period or in extraordinary circumstances may be appointed with tenure. Such abbreviated probationary periods however may be granted only with the approval of the FDCC which shall first consider the recommendation of the Department Chair and the Academic Chair whether that recommendation is positive or negative.

Length of Initial Appointment

- 7B08 Initial probationary appointment may be made for one or two years. In addition for probationary appointments effective between January 1st and August 31st, such appointments will expire on August 31st of the year following the year of the initial appointment.
- 7B09 Faculty members whose initial appointment began other than September 1st, and who received a full seven years probationary period may elect either to be evaluated for tenure as if she/he had begun her/his appointment on the previous September 1st, or to have a complete seven year probationary period.

TEMPORARY NON-TENURED TRACK APPOINTMENTS

- 7C01 Faculty members may be appointed to existing positions on a non-tenure track basis only for the purpose of temporarily replacing a faculty member on leave, or when

the search for a tenure track appointment has not been completed. Except in emergency situations, such non-tenure track appointments shall follow the procedures of tenure track initial appointments. Such appointments may not be continued for more than four years.

7C02 The President may make temporary non-tenure track appointments to the Faculty of no more than one year, upon recommendation of the CAO, the Dean and the Department Chair in cases where the FDCC is unable to act in time. Such appointments shall be submitted to the FDCC within ten calendar days provided the FDCC is available. If the FDCC is not available, the matter will be submitted to the FDCC as soon as possible.

7C03 When a faculty line that is filled by a non-tenure track faculty member is to become filled with a tenure track faculty member, a full search is required.

REAPPOINTMENT AND NON-REAPPOINTMENT

7D01 Faculty on probation will be evaluated every year of the probationary period, except during the tenure-elect year. Faculty on temporary appointment will be evaluated every year on the same basis as faculty on probation.

Notice Of Non-Reappointment During The First Two Years

7D02 If a faculty member who is on a one-year appointment is to receive notice of non-reappointment during his/her first two years of service, the notice must be given by May 7th of the year in which the appointment expires.

7D03 If a faculty member who is on a two-year appointment after an initial one-year appointment is to be terminated, he/she must be notified by May 30th of the year preceding the year in which the appointment is to expire.

7D04 The FDCC will normally recommend a faculty member for a one-year appointment after one year of initial service to the College. However, under special circumstances and for good cause, the FDCC can recommend such faculty members for a two-year appointment.

Notice Of Non-Reappointment After The Initial Two-Year Period Of Service

7D05 After two years of service to the College, all non-terminal appointments during the probationary period will normally be for two years. Under special circumstances, the FDCC may recommend a one-year appointment. In such circumstances, the faculty member may appeal the length of contract recommendation to the FPC within 14 days.

7D06 If a faculty member who is appointed for one year after two years of service is to be terminated, he/she must be notified by May 30th of that year that his/her appointment is to expire on August 31st of the following year.

- 7D07 If during the first year of a two-year appointment a faculty member is to be notified of termination, he/she must be notified by May 30th of that year that his/her appointment is to expire on August 31st of the following year.
- 7D08 If during the second year of a two-year appointment a faculty member is to be notified of non-reappointment, he/she must be notified by May 30th of that year that his/her appointment is to expire on August 31st of the following year.
- 7D09 In order to maintain the above schedule of appointment or non-reappointment, recommendations must be made by the FDCC to the CAO at least 60 days prior to any notification date for non-reappointment or appointment.
- 7D10 Nothing shall prevent the Administration from making its own recommendations as to reappointment or termination if the recommendations are not received according to the above schedule.
- 7D11 If no letter of non-reappointment has been sent by the above scheduled dates of notification, the faculty member shall have a non-terminal appointment for the year following the expiration of his/her current appointment.
- 7D12 Copies of all notices of non-reappointment shall be forwarded to the chairperson of the FDCC and to the President of the Chapter, however, inadvertence in this matter shall not affect non-reappointment decisions.
- 7D13 The letter of appointment/reappointment shall include all of the following:

Rank, title of the position and, for initial appointments, salary.
Date of appointment and length of term.
Length of probationary period preceding tenure appointment.
A copy of the *Faculty Agreement* in effect at appointment/reappointment.
- 7D14 In evaluating faculty for reappointment, the criteria outlined in Articles 7A02-7A04 shall guide the decision process. The FDCC will normally interview the individual being evaluated for reappointment concentrating upon the areas mentioned in Articles 7A02-7A04. Prior to the interview, all relevant materials and evaluations will be made available to the individual.
- 7D15 Neither the FDCC, the FAS, nor the Administration will ordinarily recommend a two-year contract for a faculty member who is completing the first year of an existing two-year appointment. However, the Administration and the Chapter recognize that special circumstances may exist that would warrant such a recommendation. The Administration agrees to consider such a recommendation on its merits. This in no way alters Articles 7D01-15 nor does it alter the authority of the President or the BOT, pursuant to Articles 7G02-03 or Article 15A02 to act on said recommendations.

PROMOTION

- 7E01 Any faculty member may request to be evaluated for promotion by the FDCC of her/his School/Division/Library. He/she will be evaluated in light of the schedule below and in light of the criteria for peer evaluations.
- 7E02 He/she may be considered for promotion to Assistant Professor after at least three years of full-time College teaching experience or its equivalent in the rank of Instructor, at least two of which were at Dowling, and meets the academic requisites for initial appointment.
- 7E03 He/she may be considered for promotion to Associate Professor, after at least four years of full-time College teaching experience, or its equivalent, in the rank of Assistant Professor, at least three of which were at Dowling and meets the academic requisites for initial appointment.
- 7E04 He/she may be considered for promotion to Full Professor, after at least six years of full-time teaching experience or its equivalent, in the rank of Associate Professor at least four of which were at Dowling. Academic requisites for this rank will ordinarily include an earned doctorate or its equivalent in scholarly or professional activities.
- 7E05 There is no fixed quota concerning the number of faculty members at any particular rank.

TENURE

- 7F01 The FDCC is charged with the responsibility of evaluating faculty members for tenure. The appointment of faculty members on tenure shall not be terminated by the College except for (1) retirement, (2) adequate cause, (3) financial exigency, or (4) extended disability, as defined in Article 5S01 of this contract. Procedure and criteria for evaluation for tenure shall be the established criteria and procedures for peer evaluation.
- 7F02 Except where a shorter period has been provided for pursuant to Article 7B05, the probationary period prior to tenure is seven consecutive years of service, or its equivalent as stated in the faculty member's initial appointment, four of which must be at Dowling. A faculty member is evaluated for tenure during the academic year prior to the final year of his/her probationary period. A member of the faculty who will have an appointment for the final year of his/her probationary period shall receive notice in writing from the President not later than 15 months prior to the expiration of his/her probationary period that either (1) he/she is to be granted tenure, or (2) his/her appointment is to be terminated at the end of his/her probationary period. If no notice of termination is sent prior to this date, the faculty member will receive tenure at the end of his/her probationary period.

7F03 In order to accomplish the above schedule of notice of termination, recommendations must be made by the FDCC to the chairperson of the FAS at least 60 days prior to the notification date for termination. Nothing shall prevent the Administration from making its recommendations as to tenure if the recommendations are not received according to this schedule.

7F04 There shall be no quotas concerning the number of faculty members who are eligible to receive tenure.

***FORWARDING OF RECOMMENDATIONS FOR
PROMOTION, REAPPOINTMENT AND TENURE***

7G01 The FDCC shall forward any intended recommendation for reappointment, continued appointment, tenure, or promotion to the faculty member involved prior to its official submission to the CAO, FPC or FAS as appropriate (see 3D04). Negative recommendations on continued appointments, tenure and promotion shall automatically be appealed to the FPC. Negative recommendations on contract renewals prior to the last contract renewal before tenure, may be appealed by the faculty member to the FPC within 14 days. The FDCC, the FPC and the FAS shall take action in sufficient time to meet the notification schedules in Articles 7D02-7D14 and 7F02-03. The FAS shall forward its recommendations with respect to faculty promotions not later than April 30th. In the event of a faculty appeal to the FPC of a negative recommendation from the FDCC for a contract renewal prior to the last contract renewal before tenure, the same schedule applies.

7G02 The FAS shall consider the recommendation of the FDCC and may request additional information before making its recommendation to the President of the College. The FAS may request a candidate for last reappointment before tenure, tenure or promotion to appear before it to clarify information related to the proposed action. If the recommendation of the FAS is negative, the faculty member may request a meeting with the CAO to be held within seven days of the date of the FAS meeting at which the recommendation was made. The faculty member may also, within fourteen days, appeal this negative recommendation to the FPC. Should the CAO also make a recommendation to the President concerning reappointment, tenure or promotion, this recommendation will be in writing and the faculty member will receive a copy of this recommendation prior to the President's decision. The President shall give notice in writing of his/her acceptance or rejection of its recommendation to the FAS within twenty (20) days after receipt of its recommendation. Should the President disagree with the recommendation of the FAS, he/she will also state his/her reasons for disagreement.

7G03 Should the President disagree with the FAS recommendation, he shall forward it together with his own recommendation to the BOT for its decision in sufficient time to implement the notification schedule dates. The FAS may send a representative from among its members to present its view to the BOT. Decisions of the BOT with respect to appointment, reappointment, promotion and tenure as provided in Article

7 shall be final and conclusive, and the meaning of this sentence shall not be subject to grievance or arbitration.

7G04 All recommendations pursuant to Articles 7G01-3 of the *Faculty Agreement* shall, where possible, be submitted in groups (i.e. tenure in one group; promotion in one group; reappointment in one group) by the FAS to the President.

CONFIDENTIALITY OF PERSONNEL FILES

7H01 Definition: The "personnel evaluation file" of a faculty member is the file containing all information held by the College which is relevant to the evaluation of a faculty member's performance as a professional, and as a member of the Dowling College community.

7H02 The "personnel evaluation file" shall be kept in Human Resource Offices. The College shall make available conference room facilities. This room may be changed by agreement of the Chapter and the College. This room, as well as the personnel evaluation files, shall be available to the FDCC any day, and time of day or evening, during which the College is open. The items in a faculty member's personnel evaluation file will be numbered sequentially and indexed. The only persons authorized to view the personnel evaluation file of a faculty member are the members of the FDCC while the committee is evaluating the faculty member, members of the FAS while the FAS is evaluating the faculty member, members of the FPC while the FPC is evaluating a faculty member, the CAO and the President. However, should the personnel evaluation file become relevant in any litigation involving the College or the faculty member, counsel of record for each may review the file. The faculty member can review his/her personnel evaluation file at any time provided that a staff member in the Office of Human Resources is present. A sign-off sheet indicating the name with the date of any reviewer of the file will be attached to the file. No personnel file will be removed from the designated room, and no photocopies of the contents of such files shall be made without the faculty member's consent. Should a faculty member believe that an item which is in his/her personnel evaluation file should not be included in the file because such item is not relevant, material or legitimate to be in such file, he/she may appeal to the FPC for its removal. The decision of the FPC concerning this removal will be final. However, signed evaluations by any member of the Dowling Community and recommendations of the Professional Responsibility Panel shall not be subject to removal, except by agreement between the FPC and the President. Further, these signed evaluations may be subject to comment by the faculty member.

7H03 To assure the confidentiality of data collected concerning student responses to the teaching by individual faculty members, as well as to limit and regulate access to cumulative data concerning the student responses to the teaching by faculty members in general unrelated to any individual faculty member, Articles 7H04-06 will be followed.

- 7H04 Data collected concerning the student responses to the teaching by individual faculty members will be available in hard (paper) copy in the faculty member's personnel evaluation file and subject to all the provisions governing the confidentiality of files stipulated in the *Faculty Agreement*. No computer access or any access other than through the faculty member's file is permitted concerning this data.
- 7H05 Cumulative data concerning faculty members in general, unrelated to any particular faculty member, including but not limited to faculty-wide, school-wide, or department-wide distributions of items scores, correlations between item scores and other measures such as grades, or any statistical use of such cumulative data shall be available only according to the following process and approvals. Application for access to such data will be made to the Faculty Personnel Committee which will make recommendation to the FAS. Use of the data will be subject to the approval of the FAS, the President of the College, and the Chapter. In all cases of use of such data, the confidentiality of the student responses to the teaching by individual Chapter members will be protected.
- 7H06 No data collected concerning student responses to teaching by faculty members will be stored, either permanently or temporarily, in the Banner system, in any other data base system of the College, or in the mainframe of the College, or in any computer of the College. Should an in-house data collection instrument be used to elicit student responses to teaching by faculty members, and regardless of whether the scoring of the instrument is effected in-house or contracted out, all data - both individual and cumulative - will be stored on removable disks in envelopes sealed with signatures of the Chair of FPC and the Chapter President, and kept in the file cabinet housing the chapter member's personnel evaluation files. The only exception to Article 7H06 will be the very brief storage time that may be necessary for the processing of the results of whatever questionnaire instrument is used.
- 7H07 No other personnel files of any kind will be kept concerning a faculty member except that file which contains documents furnished to the College in connection with the faculty member's initial appointment, and files concerning personal, medical, and other matters unrelated to a faculty member's professional responsibilities. Such files will be maintained by the College Office of Human Resources.
- 7H08 A faculty member will be notified of the insertion of any materials into his/her file, and he/she may submit for inclusion in his/her personnel file a statement in explanation of any materials placed in his/her file.
- 7H09 No information in personnel files shall be voluntarily released by the College to any individual or institution outside the College without authorization of the faculty member involved. Should such files be subpoenaed, the College will notify the faculty of such at the time of compliance with the subpoena.

RESIGNATION BY A NON-TENURED FACULTY MEMBER

- 7I01 A non-tenured faculty member may resign his/her appointment effective at the end of an academic year provided he/she gives notice in writing to the CAO not later than April 1st, or 30 days after receiving notification of the terms of his/her appointment for the coming year, whichever occurs later. If a non-tenured faculty member who is offered reappointment fails to respond within 15 days, a second notice will be sent by registered mail with copies to the President of the Chapter. If the faculty member does not respond within 30 days, the position may be declared vacant by the College.

**INCREASES AND DECREASES IN THE NUMBER
OF FULL-TIME FACULTY POSITIONS**

- 8A01 Requests for the opening of new full-time faculty positions may be initiated by any faculty member, student or member of the College. Such requests shall follow the governance structure of the College, that is: (1) recommendations made by Department Chairs to the School or Division FDCC, (2) recommendations made by the FDCC, along with the recommendation of the Department Chair, to the FAS at a regular meeting of that body; (3) the recommendation of the FAS will be made to the President for decision by the BOT. Should the BOT disagree with the recommendation of the FAS concerning which position(s) shall be established, it shall consult with representatives designated by the FAS in order to determine the establishment of said position(s).
- 8A02 The final decision on whether, and how many, new positions are opened rests with the BOT. All decisions concerning the opening of new positions for a given academic year must be made before April 15th prior to that year.
- 8A03 Nothing herein is to be construed to prevent the BOT from opening a new position(s) should the FAS fail to make a recommendation within 60 days after receiving such a request from the CAO.

***REDUCTION IN THE NUMBER OF FULL-TIME POSITIONS DUE TO THE NEED TO
CURTAIL OFFERINGS IN A PARTICULAR AREA OR DEPARTMENT FOR REASONS
OF LOW ENROLLMENT OR PROGRAMMATIC CHANGES***

- 8B01 In the event that the Administration feels there is a need to curtail offerings in a particular area or Department, it shall notify the President of the Chapter and the Chair of the Faculty Curriculum Committee prior to March 1st of the year preceding the academic year in which the curtailment is to be implemented. This notification shall be in writing and shall describe the specific position to be eliminated and the reasons for the elimination. The Faculty Curriculum Committee shall have 60 days to make a recommendation to the CAO and shall be provided with all relevant data. The committee shall consider the facts as presented by the administration and as presented by appropriate persons or groups who may be affected, and shall make a recommendation for a course of action to the CAO. In the event of a disagreement

between the Faculty Curriculum Committee and CAO, the CAO shall forward both his/her own and the Committee's recommendation to the President for action by the BOT. The Chair of the Curriculum Committee may request an opportunity to present his/her Committee's views directly to the BOT. Any elimination of a full-time member of the faculty due to the need to curtail offerings in a particular area or Department is subject the following provisions:

- 8B02 Reductions in staff shall occur only among those members of the full-time faculty who do not have tenure within the area or Department concerned.
- 8B03 When a full-time member of the faculty is being considered for termination due to the need to curtail offerings in a particular area or Department and is qualified to teach in another area or Department, this shall be the first alternative considered, if such a position is available. Credit toward tenure in a new Department may be granted up to a maximum of 3 years, upon the recommendation of the FDCC of the School/Division in which the new Department is housed.
- 8B04 In the event that a position is terminated, the faculty member involved must be given one year's notice, or payments of one year's base salary and benefits.
- 8B05 In the event that the full-time position is re-established as a full-time position within two years, it shall first be offered to the terminated faculty member at the same rank and appropriate appointment status.
- 8B06 Nothing herein is to be construed to prevent the Administration from discontinuing a position should the Faculty Curriculum Committee fail to submit its recommendation within 60 days after receiving the Administration's notice of its desire to discontinue a position.
- 8B07 No tenured faculty member will be involuntarily terminated pursuant to Articles 8B, due to the need to curtail offerings in a particular area or Department. Tenured faculty may be terminated only due to general financial exigency or cause, pursuant to Articles 8C or Articles 8D.
- 8B08 Any faculty member who does not have an adequate workload in his/her Department will, at his/her option, either teach in another Department (if in the judgment of the appropriate Department Chair and the CAO or his/her designee he/she is competent to do so) or the Academic Support Services Center. Six contact hours per week in the Academic Support Center shall be deemed the equivalent of three hours teaching.
- 8B09 The Administration reserves the right not to fill faculty positions which become vacant but agrees that such positions will not be eliminated during the duration of this contract. The Administration will consult with the Department Chair and the Academic Chair concerning the advisability of filling the positions.

***REDUCTIONS IN THE NUMBER OF FULL-TIME FACULTY
DUE TO GENERAL FINANCIAL EXIGENCY***

- 8C01 Should the College believe that there is need to reduce staff for reasons of general financial exigency, it shall notify the President of the Chapter and the FAS in writing prior to March 15th of the year preceding the academic year in which the reduction is to be implemented. This notification shall state the number of positions to be eliminated and a justification of the need. The FAS shall have 45 days to make recommendations to the BOT concerning alternatives and solutions and shall be provided with all relevant data. If the BOT, after hearing the recommendation of the FAS, determines that a need to reduce staff for bona fide financial exigency exists, it shall within 30 days so inform the FAS who shall have 45 days following the BOT's notification of its determination in this matter to make a determination of the Departments or areas in which the positions are to be eliminated. Final authority on the need to reduce staff for reasons of bona fide financial exigency rests with the BOT. The determination of which Departments or areas are to suffer the reductions, the number of which the BOT has determined to be necessary, is understood to be a curricular matter and rests with the Faculty and Administration of the College as they are represented by their members on the FAS. In determining the reductions within Departments or areas, the FAS and the College are bound by Articles 8B02-8B05.
- 8C02 Nothing herein is to be construed to prevent the BOT from discontinuing a position(s) should the FAS fail to submit its determination of the positions to be eliminated within 45 days after receiving written notification by the BOT that it has determined that there is a need to reduce staff for reasons of bona fide financial exigency.

**Elimination Of A Department
And All The Degree Programs It Serves**

- 8C03 In the event that the Administration feels there is a need to eliminate a Department and all the Programs it serves due to lack of enrollment, it shall notify the President of the Chapter and the Chair of the Faculty Curriculum Committee prior to March 1st of the year preceding the academic year in which the elimination is to be implemented. This notification shall be in writing and shall describe the specific Department and Programs to be eliminated and the reasons justified with documentation for the elimination. The Faculty Curriculum Committee shall have 60 days to make a recommendation to the CAO and shall be provided with all relevant data. The committee shall consider the facts as presented by the administration and as presented by appropriate persons or groups who may be affected, and shall make a recommendation for a course of action to the CAO. In the event of a disagreement between the Faculty Curriculum Committee and CAO, the CAO shall forward both his/her own and the Committee's recommendation to the President for action by the BOT. The Chair of the Curriculum Committee may request an opportunity to present his/her Committee's views directly to the BOT. Any elimination of a full-time member of the faculty due to the need to eliminate a

department and all the degree programs it serves in a particular area is subject to the following provisions:

- 8C04 When a full-time faculty member is being considered for termination due to a need to eliminate a department and all the programs it serves, and is qualified to teach in another area or department, this shall be the first alternative considered, if courses are available. For untenured faculty, credit toward tenure in a new department may be granted up to a maximum of three (3) years, upon the recommendation of the FDCC of the School/Division in which the new department is housed. For tenured faculty, credit toward tenure in a new department may be granted up to a maximum of five (5) years, upon the recommendation of the FDCC.
- 8C05 In the event that a position is terminated, the faculty member involved must be given one year's notice, or payments of one year's base salary and benefits.
- 8C06 In the event that the full-time position is re-established as a full-time position within two years, it shall first be offered to the terminated faculty member at the same rank and appropriate appointment status.
- 8C07 Nothing herein is to be construed to prevent the Administration from discontinuing a position should the Faculty Curriculum Committee fail to submit its recommendation within 60 days after receiving the Administration's notice of its desire to discontinue a position.
- 8C08 In the first year of this contract, notice must be given by September 15th.
- 8C09 No more than one department may be eliminated during the term of this Agreement.

***DISCONTINUANCE OF A FULL-TIME MEMBER OF THE FACULTY
FOR REASONS OF ADEQUATE CAUSE***

- 8D01 Adequate cause for dismissal will be related, directly and substantially, to the fitness of the faculty member in his/her professional capacity as a teacher or researcher. Dismissal will not be used to restrain faculty members in their exercise of academic freedom or other rights as American citizens.
- 8D02 Dismissal of a faculty member with continuous tenure, (or with a probationary appointment before the end of the specified term) will be preceded by written notice by certified mail, return receipt requested, to the faculty member that adequate cause proceedings are being contemplated. Within ten (10) business (excluding weekends and College holidays) days of receipt of the notice discussions will ensue between the faculty member, the appropriate Academic Chair, the appropriate Department Chair, the appropriate Dean, and the CAO looking toward a mutual settlement. The faculty member may choose to have a Chapter representative present at these discussions.

- 8D03 If the discussions in 8D02 do not lead to a mutual settlement, a formal written statement of charges shall be served upon the faculty member in person or by certified mail return receipt requested within 60 calendar days following the discussions of 8D02. The charges shall serve as a basis for any recommendation for dismissal for adequate cause.
- 8D04 The faculty member may submit the matter to mediation in order to arrive at a solution through alternate dispute resolution. The mediation will be conducted in accordance with the “Grievance Mediation Rules” of the American Arbitration Association, which is appended to this 2007-2012 *Faculty Agreement* (see Appendix B), as amplified by the procedural provisions of sections 8D08 to 8D22. The faculty member shall have ten (10) business days from the date of receipt service of the charges to file for mediation. The costs of the Mediator will be shared equally by the Chapter and the College.
- 8D05 Should the faculty member not file for mediation within the time provided, the President may proceed with his/her recommendation to the BOT.
- 8D06 If no solution is accomplished through mediation, the written charges and the mediation record will be submitted to the President. The mediation record shall consist of the mediator’s recommendations and findings of fact together with any documents or other material submitted to the mediator by the parties that the mediator deems appropriate to be included. The President will submit his/her recommendation(s), and his/her reasons for these recommendations, and the mediation record to the BOT for its decision.
- 8D07 The decision of the BOT is final.

Procedures

- 8D08 During the proceedings the faculty member will be permitted to have an academic advisor and/or counsel of his/her own choice.
- 8D09 By agreement among the parties involved, a representative of a responsible educational association shall be permitted to attend the proceedings as an observer.
- 8D10 The burden of proof that adequate cause exists rests with the College, and shall be satisfied only by clear and convincing evidence in the record considered as a whole.
- 8D11 The Mediator will grant adjournments to enable either party to investigate evidence as to which a valid claim of surprise is made. The Mediator will determine the length of the adjournment.

- 8D12 The faculty member will be afforded an opportunity to obtain necessary witnesses and documentary or other evidence, and the College will, insofar as it is possible for it to do so, secure the cooperation of such witnesses and make available necessary documents and other evidence within its control. When the Mediator is selected he/she shall have the authority to conduct fact based inquires concerning the charges. The Mediator shall allow each party to present narrative statements of the facts along with the informal testimony of witness and the presentation of documents relevant to the factual inquiries of the Mediator. At the direction of the Mediator and under his/her supervision, both parties will be afforded an opportunity to obtain necessary witnesses and documents, and the Respondent and College will, insofar as it is possible for it to do so, secure the cooperation of such witnesses and make available necessary documents and other relevant materials within their respective control.
- 8D13 The faculty member, the Administration and the College, will have the right to submit questions and lines of inquiry to the Mediator concerning testimony that the Mediator believes will assist the Mediator in the fact gathering process. Where the witness cannot or will not appear, but the Mediator determines that the interests of justice require admission of his/her statement, the Mediator will identify the witness, disclose his/her statement and, if possible, provide for interrogatories.
- 8D14 In the mediation on charges of incompetence, the testimony may include that of qualified faculty members from this or other institutions of higher education.
- 8D15 The Mediator 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.
- 8D16 Prior to making formal findings of fact and recommendations, the Mediator shall attempt to resolve the charges and to assist the parties in reaching a mutually agreeable resolution. In the event that a mutually agreeable resolution is not achieved, the Mediator shall issue findings of fact and recommendations. The Mediator's findings of fact and recommendations will be based solely on testimony and other materials submitted to the Mediator during the mediation fact gathering process.
- 8D17 Except for such simple announcements as may be required, covering the time of the mediation and similar matters, public statements and publicity about the case by either the faculty member or administrative officers will be avoided so far as possible until the proceedings have been completed, including consideration by the BOT. Violations of this provision shall be considered by the mediator in the context in which they occur.
- 8D18 The President and the faculty member will be given a copy of the mediation record.

- 8D19 The President will inform the faculty member within ten (10) business days of his/her decision based on the mediation record.
- 8D20 If dismissal or other penalty is recommended by the President to the BOT, the President will transmit to the BOT the mediation record together with his/her recommendation(s) and his/her reasons for that recommendation(s). The Board's review will be based on the mediation record and the President's recommendation(s) together with the reasons therefore, and will provide opportunity for argument, oral or written, or both, by the principals at the mediation or by their representatives. The BOT will make a final decision, only after study of the mediation record within 30 calendar days.
- 8D21 Until the final decision upon termination of an appointment has been reached, the faculty member will be suspended, or assigned to other duties in lieu of suspension, only if immediate harm to himself or others is threatened by his/her continuance. Before suspending a faculty member, pending an ultimate determination of his/her status by the above procedures, the Administration will consult with the Chapter President. Suspension is appropriate only pending the mediation and full determination. A suspension which is intended to be final is a dismissal, and will be dealt with as such. Salary will continue during the period of suspension.
- 8D22 If the appointment is terminated, the faculty member will receive his/her salary or notice in accordance with the schedule of notice to which he/she is entitled (if he/she has tenure, for at least one year) except in the event of a contrary recommendation by the Mediator or the President. The BOT, in determining what, if any, payment will be made beyond the effective date of dismissal, may take into account the length and quality of service of the faculty member.

GENERAL OPERATING CONDITIONS

- 9A01 In order to insure an efficient and well-functioning relationship between the College and the Dowling Chapter, the College shall provide the following to the Chapter:
- 9A02 Each semester prior to the first week of classes, the CAO shall provide the Chapter with a list of the tentative teaching assignments of all full-time employees of the College who are not members of the bargaining unit. The list of final teaching assignments for these employees will be submitted by the end of the first week of classes.
- 9A03 Each semester, prior to the first week of classes, the CAO shall provide the Chapter with a computer printout (section tally.) This printout will contain the following information: courses, times, enrollment and assigned faculty. This information is tentative and subject to the impact of late registration.
- 9A04 Each semester, by the second week of classes, the CAO will provide the Chapter with a listing of part-time faculty who are employed by the College with the cumulative number of credits taught during the academic year, September 1st to August 31st.
- 9A05 Subsequent teaching assignments or released time will be forwarded to the Chapter at the time of approval.

CHECK-OFF

- 9B01 The College agrees during the term of this *Agreement* to deduct monthly chapter dues uniformly required as a condition of membership in the chapter in such amounts as are certified to it by the Secretary-Treasurer of the Chapter, from the salary of each full-time faculty member who executes a voluntary written authorization for such deduction in the form attached as Appendix C. Such deduction shall commence with the first possible bi-weekly salary payment in the month in which the executed authorization form is submitted to the College and one-half of such monthly amount of dues shall be deducted from each bi-weekly payment and thereafter so long as such authorization shall remain in effect. The College, shall, on or before the 15th of each month, remit to the chapter all amounts so deducted during the preceding month.
- 9B02 The provisions of this paragraph shall be in effect in accordance and consistent with applicable provisions of State and federal law. The Chapter shall indemnify and save the College harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the College for the purpose of complying with any of the provisions of this paragraph, or in reliance upon any list, notice or assignment furnished under any such provisions.

AGENCY FEE

9C01 The Chapter is entitled to collect an agency fee consistent with the limitations provided by law. The College, upon appropriate notification by the Chapter shall make the necessary payroll deductions. The Chapter agrees to indemnify the College and hold it harmless for any liability or expense that it incurs as a result of this provision.

NON-DISCRIMINATION

9D01 The College will not discriminate against any faculty member for his/her participation in Chapter activities.

CALENDAR

9E01 The College agrees to discuss the College calendar with the Chapter prior to its publication. The College reaffirms its recognition that the Chapter represents the faculty in matters involving the number and distribution of days and hours of employment.

CLASS SIZE POLICIES

9F01 The historic class size caps may be reviewed and changed only on the recommendation of a School or Division to the Faculty Curriculum Committee. The Faculty Curriculum Committee shall bring the recommendation to the FAS which will act on the matter in its normal manner.

9F02 Enrollment in individual classes beyond the cap may occur with the consent of the individual faculty member or Department Chair if the faculty member cannot be reached. The CAO or designee may consent to enrollment up to 10% above the cap if an individual faculty member or the Department Chair cannot be reached. In such cases written notification will be sent to the Department Chair and the individual faculty member, either of whom may remove such student within one class day after such notice. Should the individual faculty member or the Department Chair consent to the placement of such student in the class above the cap, such student will not count for the purposes of the ten percent cap in Article 9F03.

9F03 Should the over enrollment of a course exceed 10% of the course cap, and this over enrollment not be approved by the full-time faculty member teaching the course (or the Department Chair if no such full-time faculty exist) then the administration will remove students from the course to achieve no more than the 10% limit.

COURSE CANCELLATIONS

- 9G01 The College may withdraw a class from the schedule up to 10 calendar days prior to the first class meeting. In such cases the CAO or designee will consult with the Department Chair prior to taking any action.
- 9G02 Full-time faculty affected by Article 9G01 must be notified in writing with a copy to the Chapter President. They may select another class to teach that semester from those scheduled that they are qualified to teach but are not assigned to other members of the full-time faculty.
- 9G03 Scheduled classes not withdrawn as in Article 9G01 may be canceled only after the first class meeting.
- 9G04 Full-time faculty affected by Article 9G03 may not "bump" a part-time faculty member for any course which is solely overload.

CLASSROOM ASSIGNMENTS

- 9H01 The College acknowledges that it is useful for the administration to consult with faculty members about the changing of classroom assignments and that this past practice will be continued. Further, it is agreed that the Administration will consult with the Chapter concerning what faculty members believe are unsatisfactory working conditions and the Administration will use its best efforts to help change the unsatisfactory situation(s). The Administration also agrees to consult with faculty members about their classroom needs prior to the assignment of rooms.

For teaching facilities which have been assigned for scheduled classes, such classes shall take precedence over all other activities during those class days and times.

PART-TIME FACULTY WORKLOAD

- 9I01 No part-time faculty member may teach more than 21 credits during an academic year, and no more than nine credits in any term or semester in any program other than Education. Adjunct faculty teaching exclusively doctoral courses are limited to no more than six (6) credits in any semester, and no more than nine (9) credits otherwise in any semester. No part-time faculty member teaching exclusively doctoral courses may teach more than 15 credits during the academic year.

Adjunct Teaching of Non-Standard Courses

- 9I02 Written agreement of Department Chairs will be required for adjunct faculty teaching any non-standard courses, e.g. independent studies, theses, co-ops, per capita courses or internships.

Administration and Staff Teaching

- 9I03 Administrators and staff at the College must adhere to the same restrictions on teaching as other adjunct faculty.

FACILITIES

- 9J01 The College shall provide to the Chapter meeting space upon request, use of inter-campus mail, use of duplicating machinery and telephones upon payment of actual costs and, if space is available, the College will attempt to provide office space for the Executive Council of the Chapter.

INTELLECTUAL PROPERTY

- 9K01 The College may negotiate agreements with individual faculty members for intellectual property rights pertaining to ownership of all material including computer software and video products that are developed with the significant use of funds, space, hardware or facilities administered by the College.
- 9K02 The College shall make no claim to property rights over any results of any work performed by a faculty member prior to the signing of a property rights agreement concerning those benefits and that work. The College will not consider the willingness of a faculty member to enter into such agreements in the decision to sponsor grant proposals for that faculty member's work. The College will forward to the Chapter copies of all such property rights agreements with Chapter members.
- 9K03 The College recognizes and affirms the traditional academic freedom of its faculty and staff to publish freely without restriction. The College will not construe the intellectual property rights provisions to pertain to the writing of books, production of artwork, etc., or any other activity when it is the result of released time for professional development, sabbatical leave, individual grant awards, and/or financial support from the Faculty Development and Curriculum Committee (FDCC).
- 9K04 The College will retain the ownership of all or some portion of the intellectual property rights including patents developed by faculty members as a result of activities funded by the College through a means other than those identified in Article 9K03 above, provided that the College has, prior to beginning of the project, entered into a separate property rights agreement with each of the faculty members who are working on such a project.

MANAGEMENT RIGHTS

- 10A01 The parties to this *Faculty Agreement* recognize and acknowledge that the ultimate responsibility for the welfare of the College reposes in the BOT. Accordingly, it is agreed that, except as otherwise expressly provided by the terms and provisions of this *Faculty Agreement*, the BOT and the College have complete and unrestricted rights to manage and direct the business, educational and other affairs of the College in such manner as they in their sole discretion shall determine; provided, however, that such rights shall be exercised in a manner consistent with the provisions of this *Faculty Agreement*.
- 10A02 Without limiting the generality of the foregoing, and except as otherwise expressly provided by this *Faculty Agreement*, nothing herein shall be construed to limit the absolute discretion of the BOT when making, or the right of the BOT to make, all final determinations with respect to personnel (including promotions, appointments, reappointment, tenure) additions of new positions, budget and facilities nor shall this *Faculty Agreement* be construed to limit the rights of the BOT and the College to determine and revise, from time to time, administrative structure, administrative titles or administrative responsibilities.

PRIMACY OF AGREEMENT

11A01 In the event of a conflict between an express provision of this *Faculty Agreement* and any provision contained in a written contract between the College and a member of the bargaining unit, the provisions of this *Faculty Agreement* shall control and supersede the following documents which heretofore existed: the Constitution of the Faculty of Dowling College, the Faculty Personnel Policies and the Tenure Guidelines.

NO STRIKE PROVISION

12A01 The Chapter expressly agrees that it will not encourage, participate in, or authorize any type of strike or job action at Dowling College during the term of this *Agreement*.

NON-DISCRIMINATION

13A01 As an equal opportunity employer, Dowling College shall not discriminate against any person because of race, color, religion, national origin, sex, age, sexual orientation, physical disability or marital status, except as such conditions constitute *bona fide* occupational or assignment qualifications.

COMPLETENESS OF AGREEMENT

14A01

The parties agree that this *Faculty Agreement* represents their complete agreement with respect to salaries and other terms and conditions of employment of the employees in the bargaining unit for the entire duration of the *Agreement*, and that neither party, for the duration of the *Agreement* will be required to bargain collectively with respect to any subject or matter referred to or covered in this *Agreement*, or not specifically referred to or covered in this *Faculty Agreement*, even though such subject or matters may not have been proposed, considered or contemplated by either or both of the parties at the time this *Faculty Agreement* was negotiated and signed.

GRIEVANCE AND ARBITRATION PROCEDURES

15A01 Should any difference or dispute as to the meaning, interpretation or application of any of the terms of this *Agreement* arise between the College and the Chapter or between the College and any member of the bargaining unit, such differences shall be promptly settled in accordance with the procedure outlined below.

15A02 No grievance or legal action may be initiated, filed, processed or arbitrated by the Chapter or by a member of the faculty (a) for actions taken by the FAS or any of its committees pursuant to Article 3, (b) with respect to decisions of the BOT relative to appointment, reappointment, promotion and tenure, as provided in Article 7 or (c) where specifically excluded by the provisions of this *Faculty Agreement*.

Step 1

15A03 A member of the bargaining unit who believes that he/she has a complaint under this *Agreement* shall discuss the matter promptly with the President of the Chapter who will attempt to resolve the question informally with relevant representatives of the College. Should the matter not be quickly and satisfactorily resolved after such discussion, the Chapter may file grievance in Step 2.

Step 2

15A04 In the event that the Chapter or the College believes that the other party has failed properly to interpret or apply the provisions of this *Agreement*, or in the event that the Chapter desires to process further a matter which has not been satisfactorily resolved in Step 1, the grievance shall be reduced to writing, signed by the Chapter President or the CAO, whichever is applicable, and delivered to the CAO or President of the Chapter, whichever is applicable. The grievance must be delivered within thirty days after the occurrence of the event which gave rise to the complaint or dispute. However, if the occurrence of the event is not immediately known to the grievant (or to the Chapter in the case of a broader dispute), the time within which to file grievance shall commence when the grievant (or the Chapter) knew or reasonably should have known of the event's occurrence.

15A05 As soon as practicable thereafter the matter shall be discussed at a meeting between the Chapter President (and such other representatives of the Chapter as he/she shall designate) and the CAO (and such other representatives of the College as he/she shall designate). Promptly following the conclusion of such meeting the College or the Chapter, as the case may be, shall give its answer to the grievance in writing to the other party. The answer shall be delivered within 30 days of receipt of the written grievance.

15A06 The grievance shall be considered settled on the basis of such answer unless it is subject to arbitration as hereinafter provided and is appealed to arbitration in accordance with Step 3.

Step 3

- 15A07 Any grievance which remains unresolved after it has been answered in Step 2, and which concerns the interpretation of or compliance with one or more express provisions of this *Agreement*, may be submitted to an impartial arbitrator provided that the party desiring to appeal the matter to arbitration so notifies the other party within thirty (30) days after the date of receipt of the Step 2 answer. If such notice is given, the parties shall meet within five (5) days thereafter for the purpose of agreeing upon an impartial arbitrator. If the parties are unable to agree upon an impartial arbitrator, or do not meet within five (5) days for the purpose of so agreeing, the party appealing the matter to arbitration may request the American Arbitration Association appoint an arbitrator in accordance with its then prevailing rules. If no such request is made within thirty (30) days after receipt of the Step 2 answer, the grievance shall be automatically settled on the basis of the Step 2 answer.
- 15A08 The arbitration shall be conducted in accordance with the rules of the American Arbitration Association then obtaining. The decision of the arbitrator shall be final and binding upon the College, the Chapter and the members of the bargaining unit. The expenses and fees of the arbitrator shall be shared equally by the College and the Chapter. The arbitrator shall not have jurisdiction or authority to add to, detract from or alter in any way the provisions of this *Agreement*, or to rule on any issue or matter which does not directly involve the interpretation or application of an express provision of this agreement or which is not subject to arbitration pursuant to any other provision of this *Agreement*.

TERM OF AGREEMENT

16A01 This *Agreement* becomes effective as of September 1, 2007, and shall terminate at the expiration of sixty (60) days after either party shall give written notice of termination or modification to the other party, but in any event shall not terminate prior to midnight August 31, 2012.

SEPARABILITY

- 17A01 In the event that any provision of this *Faculty 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 *Faculty Agreement* shall remain in full force and effect.
- 17A02 Nothing in this *Faculty Agreement* shall prevent either the College or the Chapter from complying with the requirements of law, including the regulations of the State Commissioner of Education.

DISTRIBUTION OF AGREEMENT

18A01 The College will provide each full-time faculty member with a copy of the *Faculty Agreement* as per past practice. The Chapter shall also be provided with copies of the collective bargaining agreement as per past practice. Before the *Faculty Agreement* is printed, the President of the Chapter will have the opportunity to review the final galleys. The *Faculty Agreement* will then be signed by the President of the Chapter and the President, or his/her designee.

APPENDIX A

COST SHARING FORMULAE

It is hereby agreed that the medical cost sharing described in Articles 5Q10 to 5Q12 will be calculated by means of the following cost sharing formulae (with cost sharing limited as outlined in 5Q10). The College will provide the Chapter with monthly reports of cost totals for each of the component cost factors used in making cost sharing calculations. In addition, the College will provide the Chapter with complete data for each costing period noted below.

The 2007-2008 sixteen month baseline calculation for health care cost share costs in Appendix A shall be the February 1, 2006 to May 30, 2007 sixteen month costs.

(Dates and each year's costs including 2006-2007 Baseline Costs shall be updated prior to August 15th, 2007.)

Baseline Costs

The base year will be the 2006-2007 blended rates as listed below:

| | |
|---------|-------------------------------------|
| 2006-07 | Single Coverage = \$6,440 per year |
| Rates | Family Coverage = \$14,168 per year |

Cost Factors Key (blended groups):

| | | | |
|----|---|----|-----------------------------|
| M | = Medical | N | = Total Participants |
| D | = Dental | Ns | = Number of Single Coverage |
| P | = Prescription | Nf | = Number of Family Coverage |
| O | = Optical | | |
| SL | = Stop Loss Premiums/Plan Administration* | | |
| CT | = Cost Total | | |

| | |
|---|------------------------|
| x | = Single Coverage Cost |
| y | = Family Coverage Cost |

Family Ratio = 2.2 (Thus, $y = 2.2 x$)

Cost share is capped to an annual maximum cost share of \$1,000 individual coverage, or an annual maximum cost share of \$2,500 family coverage.

* The College and the Chapter agree to include the stop/loss reimbursement monies received in the health care cost sharing formula based on the following: The calculation of the allocation of stop loss reimbursement monies for the health care cost sharing calculations will be based on the preceding four year moving average of the stop loss reimbursement monies received per average single and family

coverage. These monies will be shared on a 40/60 basis with 40 percent going to reduce the overall faculty cost share calculation for 2007-2008 and 2008-2009. During Spring 2009 the College and Chapter will review, make recommendations, and negotiate the division of any stop loss reimbursement monies for years 2009-2010, 2010-2011, 2011-2012.

I. 2007-2008 ACADEMIC YEAR COSTS

Prior to August 15th, 2007, the parties will meet to determine the September 1, 2007 rate by determining the actual cost to the College for plan coverage for the past 16 months from February 1, 2006 through May 31, 2007, divided by 16, and multiplied by 12 (see formulae below). This cost will become the September 1, 2007 cost and, if cost sharing is required, such payroll deductions will be taken out over the period September 1st, 2007 through August 31st, 2008. Such payroll deductions would have been taken out, if required, in equal payments from September 1st, 2007 to August 31, 2008.

Prior to August 15th, 2007, the dates and costs below will be updated by the College and Chapter.

July 1-15, 2007 Costing Calculations

$$\begin{aligned}
 \text{16-month costs} &= M+D+P+O+SL \text{ (costs Feb.1, 2006 to May 31, 2007)} \\
 \text{Month Average} &= \text{16-month costs}/16 \\
 \text{CT} &= \text{Monthly Average} \times 12
 \end{aligned}$$

$$\begin{aligned}
 \text{Single Coverage Cost:} & \quad N_s(x) + N_f(y) &= \text{CT} \\
 \text{(solve for x)} & & \\
 & \quad N_s(x) + N_f(2.2x) &= \text{CT}
 \end{aligned}$$

$$\begin{aligned}
 x &= \text{Single Coverage Cost} && \text{2006-2007} \\
 y = 2.2x &= \text{Family Coverage Cost} && \text{Cost Figures}
 \end{aligned}$$

Note: The costs derived here will be compared to the 2006-2007 baseline costs to determine whether any cost sharing shall take place September 1, 2007 through August 31, 2008.

II. 2008-2009 ACADEMIC YEAR COSTS

Starting on July 1st and concluding on or before August 15, 2008, the parties will meet for the Summer 2008 Cost Calculation. Such costs will be determined using the following formulae:

July 1-15, 2005 Costing Calculations

$$\text{16-month costs} = M+D+P+O+SL \text{ (costs for Feb. 1, 2007 to May 31, 2008)}$$

$$\begin{aligned} \text{Monthly Average} &= 16\text{-month costs}/16 \\ \text{CT} &= \text{Monthly Average} \times 12 \end{aligned}$$

$$\begin{aligned} \text{Single Coverage Cost: } N_s(x) + N_f(y) &= \text{CT} \\ (\text{solve for } x) \quad N_s(y) + N_f(2.2x) &= \text{CT} \end{aligned}$$

$$\begin{aligned} x &= \text{Single Coverage Cost} && \text{2007-2008} \\ y = 2.2x &= \text{Family Coverage Cost} && \text{Cost Figures} \end{aligned}$$

Note: The costs derived here will be compared to either the 2006-2007 baseline costs or the 2007-2008 derived costs (using whichever is the higher costs) to determine whether any cost sharing shall take place September 1, 2008 through August 31, 2009.

III. 2009-2010 ACADEMIC YEAR COSTS CHANGE DATES

Starting on July 1st, and concluding on or before August 15, 2009, the parties will meet for the 2009-2010 Cost Calculation. Such costs will be determined using the following formulae:

July 1- August 15, 2009 Costing Calculations

$$\begin{aligned} 16\text{-month costs} &= M+D+P+O+SL \text{ (costs for Feb. 1, 2008 to May 31, 2009)} \\ \text{Monthly Average} &= 16\text{-month costs}/16 \\ \text{CT} &= \text{Monthly Average} \times 12 \end{aligned}$$

$$\begin{aligned} \text{Single Coverage Cost: } N_s(x) + N_f(y) &= \text{CT} \\ (\text{solve for } x) \quad N_s(y) + N_f(2.2x) &= \text{CT} \end{aligned}$$

$$\begin{aligned} x &= \text{Single Coverage Cost} && \text{2008-2009} \\ y = 2.2x &= \text{Family Coverage Cost} && \text{Cost Figures} \end{aligned}$$

Note: The costs derived here will be compared to either the 2006-2007 baseline costs, the 2007-2008 derived costs, or the 2008-2009 derived costs (using whichever is the higher cost of these) to determine whether any cost sharing shall take place September 1, 2009 through August 31, 2010.

IV. 2010-2011 ACADEMIC YEAR COSTS

Starting on July 1st and concluding on or before August 15, 2010, the parties will meet for the 2010-2011 Cost Calculation. Such costs will be determined using the following formulae:

July 1- August 15, 2010 Costing Calculations

$$\begin{aligned} 16\text{-month costs} &= M+D+P+O+SL \text{ (costs for Feb. 1, 2009 to May 31, 2010)} \\ \text{Monthly Average} &= 16\text{-month costs}/16 \\ \text{CT} &= \text{Monthly Average} \times 12 \end{aligned}$$

$$\begin{aligned} \text{Single Coverage Cost: } N_s(x) + N_f(y) &= \text{CT} \\ \text{(solve for } x) \quad N_s(y) + N_f(2.2x) &= \text{CT} \end{aligned}$$

$$\begin{aligned} x &= \text{Single Coverage Cost} && 2009\text{-}2010 \\ y = 2.2x &= \text{Family Coverage Cost} && \text{Cost Figures} \end{aligned}$$

Note: The costs derived here will be compared to either the 2006-2007 baseline costs, the 2007-2008 derived costs, the 2008-2009 derived costs, or the 2009-2010 derived costs (using whichever is the higher cost of these) to determine whether any cost sharing shall take place September 1, 2010 through August 31, 2011.

V. 2011-2012 ACADEMIC YEAR COSTS

Starting on July 1st and concluding on or before August 15, 2012, the parties will meet for the 2011-2012 Cost Calculation. Such costs will be determined using the following formulae:

July 1- August 15, 2011 Costing Calculations

$$\begin{aligned} 16\text{-month costs} &= M+D+P+O+SL \text{ (costs for Feb. 1, 2010 to May 31, 2011)} \\ \text{Monthly Average} &= 16\text{-month costs}/16 \\ \text{CT} &= \text{Monthly Average} \times 12 \end{aligned}$$

$$\begin{aligned} \text{Single Coverage Cost: } N_s(x) + N_f(y) &= \text{CT} \\ \text{(solve for } x) \quad N_s(y) + N_f(2.2x) &= \text{CT} \end{aligned}$$

$$\begin{aligned} x &= \text{Single Coverage Cost} && 2010\text{-}2011 \\ y = 2.2x &= \text{Family Coverage Cost} && \text{Cost Figures} \end{aligned}$$

Note: The costs derived here will be compared to either the 2006-2007 baseline costs, the 2007-2008 derived costs, the 2008-2009, 2009-2010, or the 2010-2011 derived costs (using whichever is the higher cost of these) to determine whether any cost sharing shall take place September 1, 2011 through August 31, 2012.

APPENDIX B

GRIEVANCE MEDIATION PROCEDURES

of the

American Arbitration Association
1998 WL 152114

Parties to collective bargaining agreements routinely provide for grievance steps and arbitration to resolve disputes arising under the contract. At the pre-arbitration step, labor and management have sometimes used mediation as a means of resolving grievances short of arbitration. Mediation is a process in which a neutral assists the parties in reaching their own settlement, but does not have the authority to force the parties to accept a particular decision.

Mediation is completely voluntary and provides assurance to the parties that the settlement will be acceptable. It offers the advantage of informality, with reduced time and expense in resolving grievances. Several grievances may be resolved at a single mediation. In mediation, the neutral may meet with the parties jointly or separately in what is called a caucus, in order to help them reach a settlement.

Parties may agree to use mediation on an informal basis for selected grievances or they may include mediation in their collective bargaining agreement as a step prior to arbitration.

The AAA offers grievance mediation services to parties to collective bargaining agreements wishing to use that method of dispute resolution.

The benefits of successfully mediating a dispute to settlement vary, depending on the needs and interests of the parties.

The most common advantages are:

- Parties are directly engaged in negotiating the settlement.
- The mediator, as a neutral third party, can view the dispute objectively and assist the parties in exploring alternatives that they might not have considered on their own.
- Because mediation can be scheduled early in the dispute, a settlement can be reached much more quickly than in litigation.
- Parties generally save money through reduced legal costs and less staff time.
- Parties enhance their relationship under the collective bargaining agreement.
- Creative solutions or accommodations to special needs of the parties may become a part of the settlement.

Parties might also require assistance in establishing a grievance mediation procedure to suit their particular needs. The AAA can assist the parties by tailoring a system to fit their needs and provide staff training in how to prepare and present a grievance in mediation.

1. Agreement of Parties

These procedures shall apply when parties agree to mediate under them, in the form obtaining at the time the mediation is initiated.

2. Initiation of Mediation

Cases may be initiated by joint submission in writing or in accordance with a collective bargaining agreement. A submission to mediation shall contain a brief statement of the nature of the dispute and the names, addresses, and telephone numbers of all parties to the dispute and those who will represent them, if any, in the mediation. The initiating party(s) shall simultaneously file two copies of the submission, together with the appropriate administrative fee contained in the Fee Schedule, with the AAA and one copy with every other party to the dispute.

Where there is no submission to mediation or the collective bargaining agreement does not provide for grievance mediation, a party may request the AAA to invite another party to join in a submission to mediation. Upon receipt of such a request, the AAA will contact the other parties involved in the dispute and attempt to obtain a submission to mediation.

The AAA and the parties may also use facsimile transmission, telex, telegram, or other written forms of electronic communication to give notices under these procedures.

3. Appointment of Mediator

The AAA shall appoint a mediator who has agreed to serve under these procedures from its National Panel of Mediators. The parties may also, by mutual agreement, receive a list of mediators from which to select. In this instance, the AAA shall submit simultaneously to each party an identical list of five proposed mediators. Each party may strike two names from the list peremptorily. The list is returnable to the AAA within seven days of the date of mailing. If, for any reason, the appointment of a mediator cannot be made from the list, the AAA may make the appointment from among other members of the panel without the submission of additional lists.

4. Qualifications of Mediator

No person shall serve as a mediator in any mediation in which that person has any financial or personal interest in the result of the mediation. Prior to accepting an appointment, the prospective mediator shall disclose any circumstance likely to create a presumption of bias or to prevent a prompt meeting with the parties. Upon receipt of such information, the AAA shall either replace the mediator or immediately communicate the information to the parties for their comments. In the event that the parties disagree as to whether the mediator shall serve, the AAA will appoint another mediator. The AAA is authorized to appoint another mediator if the appointed mediator is unable to serve promptly.

5. Vacancies

If any mediator is unwilling or unable to serve, the AAA will appoint another mediator, unless the parties agree otherwise.

6. Representation

Any party may be represented at the mediation session by counsel or other authorized representative. The names and addresses of such persons shall be communicated in writing to all parties and to the AAA.

7. Date, Time, and Place of Mediation

The initial mediation session will be scheduled on an expedited basis as soon as possible after appointment of the mediator. The mediator shall fix the date, time, and place of the mediation session, notice of which must be given at least 24 hours in advance.

8. Authority of Mediator

The mediator does not have the authority to impose a settlement on the parties but will attempt to help them reach a satisfactory resolution of their dispute. The mediator is authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided that the parties agree to assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the mediator or the parties, as the mediator shall determine.

9. Privacy

Mediation sessions are private. The parties and their representatives may attend mediation session. Other persons may attend only with the permission of the parties and with the consent of the mediator.

10. Confidentiality

Confidential information disclosed to a mediator by the parties or by witnesses in the course of the mediation shall not be divulged by the mediator. All records, reports, or other documents received by a mediator while serving in that capacity shall be confidential. The mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum. The parties shall maintain the confidentiality of the mediation and shall not rely on or introduce as evidence in arbitral, judicial, or other proceeding:

- a. views expressed or suggestions made by another party with respect to a possible settlement of the dispute;
- b. admissions made by another party in the course of the mediation proceedings;
- c. proposals made or views expressed by the mediator; or
- d. the fact that another party had or had not indicated a willingness to accept a proposal for settlement made by the mediator.

11. Termination of Mediation

The mediation shall be terminated:

- a. by the execution of a settlement agreement by the parties;
- b. by a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or
- c. by a written declaration of a party or parties to the effect that the mediation proceedings are terminated.

12. Exclusion of Liability

Neither the AAA nor the mediator is a necessary party in judicial proceedings relating to the mediation. Neither the AAA nor any mediator shall be liable to any party for any act or omission in connection with any mediation conducted under these procedures.

13. Interpretation and Application of Procedures

The mediator shall interpret and apply these procedures insofar as they relate to the mediator's duties and responsibilities. All other procedures shall be interpreted and applied by the AAA.

14. Expenses

The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator and representatives of the AAA, and the expenses of any witness and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties unless they agree otherwise.

FEE SCHEDULE

Administrative Fees

The administrative fee is \$75 per party for the appointment of a mediator and \$100 per party where lists are requested. Same is due and payable at the time of filing. The parties may agree to a different allocation of administrative fees.

Mediator's Fee

The mediator will be compensated at a reasonable rate, agreeable to the parties, to be arranged by the AAA. The mediator's fee shall be borne equally by the parties unless they agree otherwise.

Deposits

Before the commencement of mediation, the parties shall each deposit such portion of the fee covering the cost of mediation as the AAA shall direct and all appropriate additional sums that the AAA deems necessary to defray the expenses of the proceeding. When the mediation has terminated, the AAA shall render an accounting and return any unexpended balance to the parties.

Refunds

Once the parties agree to mediate, no refund of the administrative fee will be made.

AAA MEDIATION: QUESTIONS & ANSWERS

The following questions are frequently raised by parties contemplating the use of AAA's mediation procedures to resolve existing or future disputes. We hope that the answers prove helpful.

What is mediation?

Mediation is a process whereby a neutral person, the mediator, assists the parties in reaching a mutually acceptable resolution to their dispute. The mediator does not have the authority to make a binding decision, unlike arbitration, where the arbitrator renders a decision that is final and binding.

Why use mediation if we have already negotiated and were unable to settle?

A mediator can bring a new perspective to the proceedings. Through the mediator's own knowledge of the subject matter, he or she can assist parties in exploring alternatives that they might not have previously considered.

What are some of the advantages of mediation?

1. Parties are directly engaged in the negotiation of the settlement.
2. The mediator, as a neutral third party, can view the dispute objectively and can assist the parties in exploring alternatives which they might not have considered on their own.
3. As mediation can be scheduled at an early stage in the dispute, a settlement can be reached much more quickly than in litigation.
4. Parties generally save money through reduced legal costs and less staff time.
5. Mediators have been carefully chosen for their knowledge and experience. Attorneys and non-attorneys from many professions, all of whom have received extensive training, serve on the AAA's roster of mediators.
6. Parties enhance the likelihood of continuing their business relationship.
7. Creative solutions or accommodations to special needs of the parties can become a part of the settlement.
8. Information disclosed at a mediation may not be divulged as evidence in any arbitral, judicial or other proceeding.

Why use the AAA?

The AAA is the world leader in the design and development of dispute resolution systems. Through the AAA's mediation rules and case-management program, you can be assured of receiving efficient, professional dispute resolution services.

How long does mediation take?

Most cases are settled in a few hours. Others may require additional time, depending on the complexity of the issues.

Who are the mediators?

Mediators serving on the AAA's roster of neutrals are experienced and competent in their field, and are objective and impartial. They also have a judicial temperament and patience. They are respected in the community for their integrity and have a commitment to resolving disputes.

What does mediation cost?

Mediation fees vary for each AAA office. Please check with your local AAA office for rates and mediator availability.

As mediation is non-binding, is the settlement enforceable?

Yes. A signed settlement agreement is as enforceable as any other contractual agreement.

Which types of cases are suitable for mediation?

Virtually any civil matter is suitable for mediation.

If the mediation is unsuccessful, do I receive a refund of the AAA fee?

No. However, in the case proceeds to arbitration, the mediation fee can be applied towards the arbitration fee provided that the arbitration case is filed with the AAA within 90 days of the termination of the mediation.

May I use mediation if the case is pending in court? If an AAA arbitration is pending?

Yes. By agreement of the litigating parties or the court, the mediation may proceed. Where the parties to a pending arbitration agree to mediate under the AAA's rules, no additional administrative fee is necessary to initiate the mediation.

How do I file a case?

Where there is no contractual provision, a submission form can be obtained from the nearest AAA office. If there is such a provision, it should be followed. The AAA can also assist the parties to seek an agreement to mediate.

What are the chances that my case will settle?

National statistics indicate that 85% of commercial matters and 95% of personal injury matters end in written settlement agreements.

Who do I call if I have a question?

Contact the AAA office nearest you.

APPENDIX C

CHECK-OFF AUTHORIZATION

TO: Dowling College
Oakdale, New York

You are hereby authorized to deduct from my salary, commencing with the first possible bi-weekly salary payment in the month in which this authorization is executed and submitted to you, and from each bi-weekly salary payment thereafter, my regular chapter dues, as established from time to time by the Dowling College Chapter of the New York State United Teachers, and to remit same to the Chapter, the amount of said dues being assigned by me to said Chapter.

This assignment and authorization shall remain in effect until revoked by me but shall be irrevocable for a period of one year from the date appearing below, or until the expiration of the applicable *Faculty Agreement* between the College and the Chapter, or in the event I resign from the Chapter, until the first day of the second calendar month following the month in which I give written notice of such resignation, whichever is sooner.

Unless written notice by registered mail of revocation is given by me at least thirty (30) days prior to the expiration of the aforesaid one year period, or at least thirty (30) days prior to the expiration of the applicable agreement or, in the event I resign from the Chapter, by the 15th day of the month following such resignations, whichever is sooner, this assignment and authorization shall be irrevocable for successive periods of one year thereafter, or for the period of each succeeding applicable *Faculty Agreement* between the College and the Chapter, or in the event I resign from the Chapter, by the 15th day of the month following such resignation, whichever shall be shorter, with the same privilege of revocation at the end of each such period. If I revoke this authorization and assignment in the manner described above, you are to notify the Chapter of same within fifteen (15) calendar days after receipt by you of such revocation.

I hereby revoke any prior authorization for dues check-off.

Signed

Dated

APPENDIX D

COMMITTEE EVALUATION FORM

This form is to be filled out by each Chair of the Standing Committees evaluating the contribution of members' work on the committee and is to be submitted at the end of each Spring semester to the Office of Human Resources for placement in the faculty member's personnel file.

ATTENDANCE: Outstanding Satisfactory Needs Improvement*

PARTICIPATION: Outstanding Satisfactory Needs Improvement*

*Please comment.

APPENDIX E

**HYPOTHETICAL EXAMPLE OF THE CALCULATION OF SALARY BONUS
FOR 2007-2012**

Year 1 - 2007-2008

| | |
|-----------------------|---------------------|
| Total Credit Sales | \$54,059,064 |
| Less: 2006-2007 Bonus | \$ _____ - |
| Applicable Base | \$54,059,064 |
| Less: 2006-2007 Sales | \$52,750,843 |
| Increase in Sales | <u>\$ 1,308,221</u> |

Increase in Sales

Prior year sales = Percent increase in sales over prior year:

$$\frac{\$ 1,308,221}{\$ 52,750,843} = 2.48\% \text{ increase in credit sales}$$

Bonus Calculation: $2.48\% * 50\% = 1.24\%$

Bonus for Chapter members based
on 2007-2008 base salary

Assuming a payroll of $\$10,600,000 * 1.24\% = \$131,304$ Bonus earned in 2007-2008.

Year 2 - 2008-2009

| | |
|-----------------------|---------------------|
| Total Credit Sales | \$55,201,272 |
| Less: 2007-2008 Bonus | \$ (131,304) |
| Applicable Base | \$55,069,968 |
| Less: 2007-2008 Sales | \$54,059,064 |
| Increase in Sales | <u>\$ 1,010,904</u> |

Increase in Sales

Prior year sales = Percent increase in sales over prior year:

$$\frac{\$ 1,010,904}{\$ 54,059,064} = 1.87\% \text{ increase in credit sales}$$

Bonus Calculation: $1.87\% * .66667 = 1.25\%$

Bonus for Chapter members based
on 2008-2009 base salary

Assuming a payroll of $\$11,024,000 * 1.25\% = \$137,456$ Bonus earned in 2008-2009.

Year 3 - 2009-2010

| | |
|-----------------------|-------------------|
| Total Credit Sales | \$56,077,530 |
| Less: 2008-2009 Bonus | \$ (137,456) |
| Applicable Base | \$55,940,074 |
| Less: 2008-2009 Sales | \$55,201,272 |
| Increase in Sales | <u>\$ 738,802</u> |

Increase in Sales

Prior year sales = Percent increase in sales over prior year:

$$\frac{\$ 870,106}{\$ 55,069,968} = 1.58\% \text{ increase in credit sales}$$

Bonus Calculation: $1.58\% * .66667 = 1.05\%$

Bonus for Chapter members based on 2009-2010 base salary

Assuming a payroll of $\$11,464,960 * 1.05\% = \$120,736$ Bonus earned in 2009-2010.

Year 4 - 2010-2011

| | |
|-----------------------|---------------------|
| Total Credit Sales | \$57,420,154 |
| Less: 2009-2010 Bonus | <u>\$ (120,736)</u> |
| Applicable Base | \$57,299,418 |
| Less: 2009-2010 Sales | <u>\$55,940,074</u> |
| Increase in Sales | <u>\$ 1,359,344</u> |

Increase in Sales

Prior year sales = Percent increase in sales over prior year:

$$\frac{\$ 1,359,344}{\$ 55,940,074} = 2.43\% \text{ increase in credit sales}$$

Bonus Calculation: $2.43\% * .66667 = 1.62\%$

Bonus for Chapter members based on 2010-2011 base salary

Assuming a payroll of $\$11,923,558 * 1.62\% = \$193,162$ Bonus earned in 2010-2011.

Year 5 - 2011-2012

| | |
|-----------------------|---------------------|
| Total Credit Sales | \$60,575,288 |
| Less: 2010-2011 Bonus | <u>\$ (193,162)</u> |
| Applicable Base | \$60,382,126 |
| Less: 2010-2011 Sales | <u>\$57,299,418</u> |
| Increase in Sales | <u>\$ 3,082,709</u> |

Increase in Sales

Prior year sales = Percent increase in sales over prior year:

$$\frac{\$ 3,082,709}{\$ 57,299,418} = 5.38\% \text{ increase in credit sales}$$

Bonus Calculation: $5.38\% * .66667 = 3.58\%$

Maximum Bonus = 2.75%

=

Bonus for Chapter members based on 2011-2012 base salary

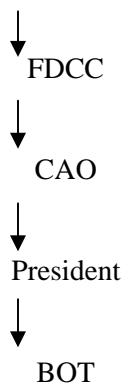
Assuming a payroll of $\$11,923,558 * 2.75\% = \$327,898$ Bonus earned in 2011-2012.

APPENDIX F

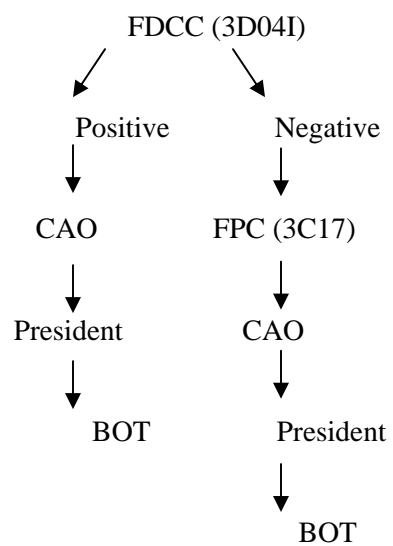
PERSONNEL FLOW CHARTS

Initial Appointment

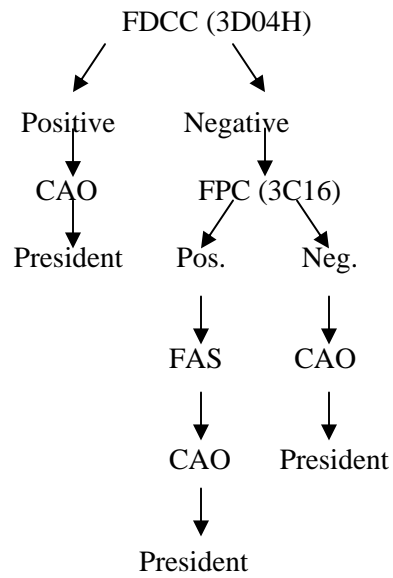
Department Chair (7B01)



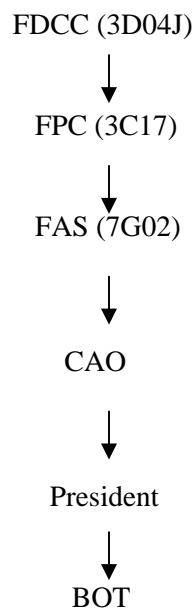
Reappointment



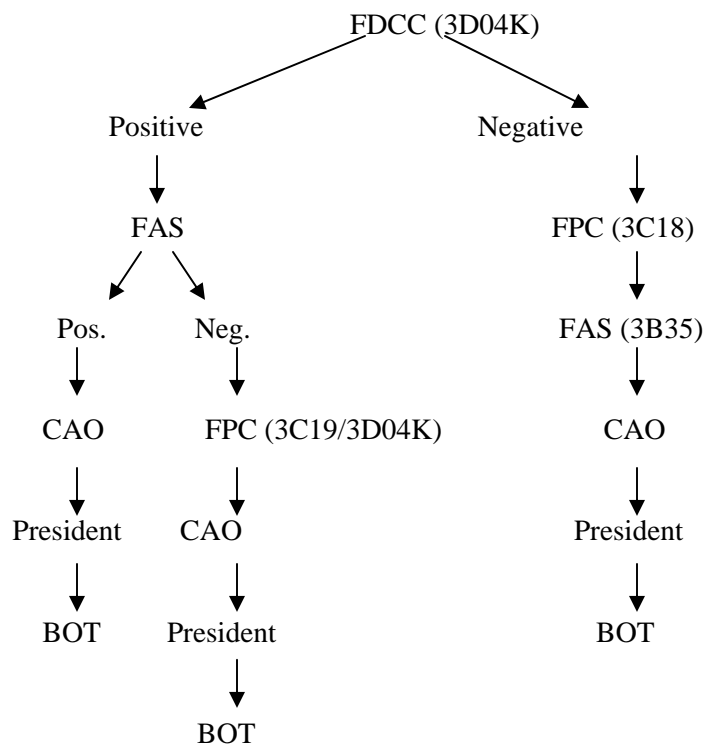
Continued Appointment (year one of a two-year contract)



Last Reappointment Before Tenure



Tenure and Promotion



APPENDIX G

SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto, by their duly authorized representatives, have caused this *Faculty Agreement* to be executed.

DATE: June 18, 2007

FOR THE CHAPTER:

BY: Susanne Bleiberg Seperson
Dr. Susanne Bleiberg Seperson, President

FOR THE COLLEGE:

BY: Robert J. Gaffney
Mr. Robert J. Gaffney, President

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