



**A COOPERATIVE AGREEMENT**

**2017-2021**

**by and between**

**D'YOUVILLE COLLEGE**

**and**

**D'YOUVILLE COLLEGE CHAPTER, AAUP**

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## ARTICLE I

### PREAMBLE

The intent of the Agreement entered into by and between the Board of Trustees of D'Youville College and the D'Youville Chapter of the American Association of University Professors, herein referred to as the Association, is to improve the quality and effectiveness of education at D'Youville College, herein referred to as the College, and to maintain high standards of academic excellence in all phases of academic activity at the College. The parties hereto concur that these objectives can be materially achieved by means of amicable adjustments of matters of mutual interest and through the establishment of basic understandings relative to personnel policies, practices, procedures and matters affecting other conditions of employment.

It is recognized by the parties hereto that mutual benefits are to be derived from continual improvement in the position of the College as an institution of higher learning; that the parties have mutual responsibility to present and make available to the student body the kind and degree of learning that meet the highest standards of higher education; and that these objectives can be materially advanced for conducting uninterrupted courses of study. It is further recognized that the roles and responsibilities of the administration and the faculty are interdependent in the determination and implementation of educational policy and objectives and require the broadest possible cooperation.

Both parties agree with and support the following statement on academic freedom.<sup>1</sup>

- a. Teachers are entitled to full freedom in research and other scholarly or creative activities and the publication of the results, subject to the adequate performance of their other academic duties, but research for pecuniary return should be based upon an understanding with the authorities of the institution.
- b. Teachers are entitled to freedom in discussing their subject, whether in the classroom or when otherwise acting in furtherance of their duties and responsibilities as members of the College faculty, or as experts in their field.
- c. College and university leaders are citizens, members of a learned profession and officers of an educational institution. When they speak or write as citizens they should be free from institutional censorship or discipline but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and the institution by their utterances. Hence, they, at all times, should be accurate, exercise

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<sup>1</sup> 1995 Edition AAUP Policy Documents and Reports, p. 3-4.

appropriate restraint, show respect for the opinions of others and make every effort to indicate that they are not speaking for the institution.

The faculty, Association, and Administration recognize the importance of shared governance and acknowledge its role in promoting excellence in higher education and guaranteeing the freedom to teach and engage in research, creative activity, and scholarship.

The administration values the contributions of the faculty and will seek faculty input relating to, among other topics, subject matters to be taught, choice of method of instruction, academic standards, and other matters of academic policy.

In the spirit of cooperation, the Union and the Administration agree to work together during the term of this contract to support any College initiatives or programs that are in keeping with the collective bargaining agreement.

The purpose of this Article is for the parties to affirm their commitment to shared governance. As such, violations of this Article are neither grievable nor arbitrable. If the Association perceives a violation of this Article, it may consult with any member of the administration.”

On an annual basis, and in the spirit of shared governance, the Chair of the Faculty Council will meet with the Academic Affairs Committee of the Board of Trustees for the purpose of making a presentation to the committee.

## ARTICLE II

### RECOGNITION and DESCRIPTION OF BARGAINING UNIT

By virtue of the Certification of Representative issued by the National Labor Relations Board in accordance with the National Labor Relations Act, the College recognized the D'Youville College Chapter, American Association of University Professors, herein called the Association, as the sole and exclusive negotiating representative of the faculty of D'Youville College in the unit set forth below:

***All full-time faculty of D'Youville College, including professional librarians, department chairpersons and members of the Order of Grey Nuns but excluding part-time faculty, administrative employees, head librarian, guards and supervisors as defined in the Act and excluding all other employees.***

## **ARTICLE III**

### **MANAGEMENT RIGHTS**

The Association and the faculty covered by this Agreement agree that, except as expressly limited by specific provisions of this Agreement, all of the authority, rights and responsibilities possessed by the College are retained by it, including, but not limited to: the right to determine the mission, purposes, objectives and policies of the College; to determine the facilities, methods, means and number of personnel for the conduct of the College's business; to examine, select, recruit, hire, appraise, train, retain, promote, assign or transfer faculty; to direct, deploy and utilize the work force to establish specifications for each class of positions; and to classify or reclassify and to allocate or reallocate new or existing positions; to subcontract or discontinue temporarily or permanently, in whole or in part, its business or operations; to lay off for lack of work, or terminate, discharge, or discipline for just cause and to require faculty to observe College rules and regulations, provided that these rights shall not be contrary to the specific provisions of the Agreement. The matters contained above, except as expressly limited by specific provisions of the Agreement and any acts of the College necessitated by mandate of any state or federal governmental authority, shall not be subject to the grievance or arbitration procedure of this Agreement.

## ARTICLE IV

### GRIEVANCE and ARBITRATION PROCESS

#### A. General

The grievance and arbitration process set forth in this Article shall be available to resolve grievances that arise between members of the faculty covered by this Agreement and the College.

For the purpose of this Agreement, a grievance is defined as any claimed violation, misapplication or misinterpretation of any specific provision of this Agreement. However, a grievance as defined above shall not include complaints relative to Article XXI entitled Non-Discrimination, articles specifically excluded from grievance and the substance of the academic judgments in personnel decisions.

It is the intention of the parties to use their best efforts informally to resolve any alleged grievance within the purview of this Article. In the event that such grievance is not resolved informally, formal notice of the grievance shall be presented to the President of the College. Grievances of the College shall be presented to the President of the Association.

The procedures and time limits set forth in this Article and Article X must be followed by any party wishing to use the grievance and arbitration process described in this Article. Failure to file a grievance within the appropriate time limit specified shall be deemed a waiver or resolution of the dispute. Failure to abide by the time limits and procedures by either the College or the Association shall be deemed a resolution of the grievance in favor of the other party. Any time limit may be extended by mutual agreement in writing between the parties.

The time within which an appeal may be filed at a higher step of this procedure shall be measured from the date of receipt of the grievance answer by formal notification in writing.

It is the intent of the parties that grievances be processed as rapidly as possible. The number of days indicated at each step of the procedure should be considered as maximum and every effort should be made to expedite the process. However, when mutually agreed in writing, the time limits may be extended.

Any step of the grievance procedure may be bypassed by mutual agreement of the parties in writing.

## **B. Association Grievances:**

### **1. Association Grievances:**

Alleged class action violations of this Agreement shall be submitted in writing to the President of the College within thirty (30) calendar days of the occurrence of the alleged grievance or the time when the Association should have been aware of the alleged violations. Representatives of both parties shall meet within ten (10) calendar days of the submission to attempt to resolve the issue. If no resolution is reached, the matter may be submitted to a Hearing Committee within fifteen (15) calendars of the agreement of non-resolution.

### **2. College Grievances:**

College grievances shall be submitted in writing to the President of the Association within thirty (30) calendar days after the occurrence of the alleged grievance or the time when the College should have been aware of the alleged violation. Representatives of both parties shall meet within ten (10) calendar days of the submission to attempt to resolve the issue. If no resolution is reached, the matter may be submitted to a Hearing Committee within fifteen (15) calendar days of the agreement of non-resolution.

### **3. Member Grievances:**

At all stages of this process, a member of the faculty may consult with a representative of the Association. The member may, upon request to the Association, be accompanied by an Association representative to any discussion, formal or informal, of the matter in question.

#### **Step 1:**

When reason arises to question the action of an administrator, the member of the faculty ordinarily shall discuss the matter with that administrator. The matter may be resolved at this point by mutual consent; but if an adjustment does not result, the member shall have the option of informally discussing the matter with the respective Dean or Vice President for Academic Affairs.

#### **Step 2:**

If no satisfactory adjustment is reached, the member shall, within thirty (30) calendar days of the alleged violation or the time when the grievant should have been aware of the alleged violation, submit a written grievance on the appropriate form to the President of the College. The President shall attempt to resolve the grievance and shall respond in writing to the grievant within fifteen (15) calendar days of the receipt of the

grievance. If a grievance based on the contract is settled at this point, the President's office will notify the Association of the terms of that settlement.

### **Step 3:**

If the grievance is not resolved in Step 2, the Association shall have fifteen (15) calendar days from receipt of the President's response to notify the administration of the need for a meeting of an ad hoc Hearing Committee. Within fifteen (15) calendar days after notification has been sent to the administration, the Hearing Committee shall be constituted. Within fifteen (15) days after being constituted, it shall hold a hearing. Within twenty (20) days of concluding the hearing, it shall issue a written decision to the appropriate parties.

## **C. Hearing Committee**

### **1. Composition of the Hearing Committee**

The committee shall consist of three (3) members: one (1) who is chosen by the President of the College; one (1) by the Executive Committee of the Association; and one (1) by agreement among the other two (2) members. All D'Youville College members will have at least seven (7) years of full-time service in the college, if feasible. In the interest of impartiality, no member of the committee shall have had prior association with the circumstances of the alleged violation. The committee shall be established and meet within fifteen (15) calendar days after either party has notified the other that it wishes to convene a Hearing Committee to hear an unresolved grievance.

### **2. Rules for Hearings**

The committee shall hold a full evidentiary hearing on each grievance after receipt of the grievance. The committee may gather such information as the committee, by majority determination, feels may be of assistance in preparing for a hearing. The committee shall take a written transcript or tape recording of its proceedings. A written record of the committee's recommendations shall be transmitted to all parties in the dispute and to the Presidents of the College and the Association. The grievant must be present at the hearing and may be accompanied by a representative of the Association. The committee and its members shall consider confidential all information obtained through the hearing.

## **D. Disposition**

- 1.** The Hearing Committee shall submit its written decision to all parties to the grievance within twenty (20) calendar days of the hearing conclusion. The President of the College and the Association Executive Committee shall have ten (10) days from the receipt of the committee's

recommendation in which to accept or reject the recommendation or otherwise deal with the matter and shall, in writing, inform the other parties of their decision. While the grievance is before either party for review and decision, they or the grievant may request a meeting to discuss the matter.

2. In the event that the response to a recommendation is contrary to the committee's recommendation, the case shall be returned to the committee with the objections specified. In such event, the committee shall reconsider taking into account the stated objections and receiving new evidence if it deems it appropriate. The committee shall communicate its reconsidered recommendation to both parties within fourteen (14) calendar days. Within seven (7) calendar days, the President of the College shall notify the grievant, the committee and the Association of his/her decision.
3. In the event that a grievance is not resolved through the Hearing Committee process, either party (the Association or the College) may submit the grievance to binding arbitration and in so doing must give the other party written notice of such intention within twenty (20) calendar days after receipt of the final decision of the President of the College; otherwise, the grievance shall be deemed settled. If the parties hereto disagree with respect to whether or not an alleged grievance is arbitrable, it is agreed that such issue alone shall be submitted to the Arbitration Panel for resolution in accordance with the arbitration provisions of this Agreement. After a hearing on the issue of arbitrability, the panel may proceed to a hearing on the merits of the case or it may defer those proceedings to a subsequent meeting. Each side shall have the opportunity to seek judicial review before beginning hearings on the merits of the case.

#### **E. Arbitration**

1. In the event that a grievance is submitted to arbitration, upon receiving notice of intent to arbitrate, the Association and the College will each appoint one (1) member of the Arbitration Panel within fifteen (15) calendar days. The two (2) appointees will select a third member who shall serve as Chairperson. In the event that the parties are unable to agree on an arbitrator, either party may request the American Arbitration Association to provide a list of qualified arbitrators, one of whom will be selected by the parties in accordance with the rules and procedures of the American Arbitration Association.
2. The panel will promptly conduct whatever meetings or hearings it, in its sole discretion, shall deem just and proper, with the Association and the College each being responsible for the expenses incurred by the

appointee and the parties to divide equally the expenses of the Chairperson as well as costs incurred by the panel as a whole.

- 3.** All data relevant to the grievance shall be made available to the panel, which shall issue a decision on the grievance to the Presidents of the College and the Association within thirty (30) calendar days of completion of its investigation and hearings. The decision of the panel shall be binding on all parties.
- 4.** The Arbitration Panel shall have no power or authority to alter, modify, add to, or subtract from the provisions of this Agreement. The panel's authority shall be limited to deciding only whether a specific provision of this Agreement has been violated, misapplied, or misinterpreted and determine an appropriate remedy for the same. The panel shall have no power or authority to review any matters specifically excluded from grievance.

## **ARTICLE V**

### **NO STRIKE: NO LOCKOUT**

The Association, its members and each faculty member, individually and collectively, agree that they will not call, authorize, sanction, cause or permit, instigate, aid or condone or take part in any strike whatsoever, whether sit-down, sit-in, sympathetic, general, or any kind of walkout, work stoppage, slow-down or interruption of work of any kind during the term of this Agreement.

The Association, its officers, agents and representatives shall refuse to aid or assist in any way faculty participating in any of the foregoing prohibited practices and shall, in good faith, use every reasonable effort to have such practice terminated, including the prompt direction of its members to return to work.

The Association shall not question the College's right to discipline or discharge faculty engaging in, participating in, or encouraging such action. It is understood that such action on the part of the College shall be final and binding upon the Association, its members and all faculty covered by this Agreement and shall not be subject to the grievance procedure herein.

The College will not lock out its faculty or any group of its faculty covered by this Agreement during the term of this Agreement.

## ARTICLE VI

### INITIAL APPOINTMENTS and PROMOTION IN RANK

#### A. Initial Appointments of Full-Time Faculty

1. The Department Chairperson or the Director of the Montante Family Library shall interview applicants for faculty positions within their departments and make recommendations to the Dean or Vice President for Academic Affairs. Faculty of the department or library shall be consulted. The Department Chair will share advertisements for vacant positions with the faculty.
2. The Dean or Vice President for Academic Affairs will make recommendations for faculty positions to the President of the College.
3. Faculty rank will be determined by the President. The Dean or Vice President for Academic Affairs, in consultation with the Chairperson of the department, will recommend faculty rank to the President.
4. The College will provide new hires with a copy of the collective bargaining agreement after the hire has committed to employment and signed a contract.

#### B. Rules and Principles Governing Regular Faculty Appointments and Tenure

1. Faculty ranks at the College are: Professor, Associate Professor, Assistant Professor and Instructor. Librarian ranks are: Librarian, Associate Librarian, Assistant Librarian II, Assistant Librarian I. Clinical ranks are: Clinical Professor, Clinical Associate Professor, Clinical Assistant Professor and Clinical Instructor.
2. Initial rank on first appointment is determined by the College President after reviewing recommendations of the Dean or Vice President for Academic Affairs, the department Chairperson and faculty who have been consulted. Account will be taken of professional recognition and relevant experience at other comparable institutions.
3. Initial appointment for faculty hired at regular rank after fall mid-semester of any academic year shall extend through the following academic year. Such faculty shall be evaluated for renewal, promotion and tenure according to the schedule in Article X. Any service during that first partial year shall count for the purpose of retrenchment only.
4. In evaluating a faculty member's qualifications for appointment, renewal, promotion and tenure, consideration is given to the quality of a candidate's performance in terms of the following criteria:

- a. **Teaching Effectiveness:** The education of students is the primary reason for the college's existence. As such, D'Youville College emphasizes excellence in the teaching/learning area.

**Application:** This standard is demonstrated and documented in classroom, clinical, field or other settings by such activities as: peer references and evaluations, including Chairperson evaluations, student ratings of instruction, student advisement, thesis and project advisement, development and revision of courses, innovative teaching methods, course materials and curricula.

- b. **Professional Competence and Activity:** As a community of scholars, the college's goal is to have a faculty vigorous in the development of their intellectual life, committed to remaining current in their discipline and skillful in communicating those ideas to students and peers. An active program of scholarly work is complementary to and supportive of the role of teacher.

**Application:** This standard is documented by such modalities as: degrees, further graduate study, licenses, certifications, professional experiences, honors and awards, attendance and/or participation at professional meetings and workshops, citations in published materials, grant proposals submitted, grant funding received, research materials under review for publication, publications, scholarly presentation activity in professional societies, editorial activity and academic reputation in the subject matter field.

- c. **Effective College and Community Service:** D'Youville College faculty participates in the growth and development of the community which may include college activity and/or activity in the community at large. That participation can be achieved through the active involvement of faculty at the professional level in the community, civic, charitable organizations and professional associations, as well as committee and governance structures of the College (including activity in the D'Youville Chapter of the AAUP).

**Application:** The standard is documented or demonstrated by such activities as: committee work, peer mentoring, administrative work, participation in college governance, professional relationships with colleagues and other college offices, student recruitment and active participation and offices held in community organizations, recognition and awards.

5. The College and the Faculty Council will seek to mutually determine the instrument to be used for student ratings of instruction. The College and

Faculty will negotiate in good faith to reach agreement on such an instrument and/or any material change to the same. Until such an agreement is reached, the current instrument will be used.

6. Copies of materials defining specific duties and procedures determined by federal, state or funding agencies shall be given to faculty whose positions are funded by outside agencies.
7. The President makes the final determination on initial rank, appointment and promotion and this decision shall not be subject to the grievance procedure.

**C. Eligibility Requirements for Consideration for Initial Appointment and Promotion<sup>2</sup>**

1. **Instructor:** Ordinarily, the minimum requirement is a master's degree.

**Promotion:** A full-time instructor becomes eligible for promotion to assistant professor after a minimum of three (3) years of successful full-time teaching or attaining the doctorate.

2. **Clinical Instructor:** The minimum requirement is a bachelor's degree in the appropriate field.

**Promotion:** A full-time clinical instructor becomes eligible for promotion to clinical assistant professor after three (3) years of successful full-time teaching.

3. **Assistant Librarian I:** Ordinarily, the minimum requirement is a master's degree in library science.

**Promotion:** A full-time assistant librarian I becomes eligible for promotion to assistant librarian II after a minimum of three (3) years of acceptable experience in a collegiate library.

4. **Assistant Professor:** The minimum requirement is a master's degree in academic fields. Ordinarily, faculty members of this rank should be in possession of the doctorate or enrolled in a doctoral degree program.

**Promotion:** A full-time assistant professor becomes eligible for promotion to associate professor after a minimum of three (3) years of successful faculty performance as implied by other sections of this contract.

5. **Clinical Assistant Professor:** The minimum requirement is a master's degree in the appropriate field.

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<sup>2</sup> All faculty whose appointment became effective prior to January 1990, see Addendum A.

**Promotion:** A full-time clinical assistant professor becomes eligible for promotion after a minimum of five (5) years or, with a second graduate degree, after three (3) years. Promotion to the rank of clinical associate professor presupposes excellent evaluations in all areas reviewed.

6. **Assistant Librarian II:** Ordinarily, the minimum requirement is a master's degree in library science and professional experience of at least three (3) years in a collegiate library. Additional graduate study and/or publications are highly desirable.

**Promotion:** A full-time assistant librarian II becomes eligible for promotion to associate librarian after a minimum of five (5) years of acceptable service or a second graduate degree and three (3) years of service.

7. **Associate Professor:** Ordinarily, the degree required is the doctorate. Appointment to this rank presupposes evidence of continuing and increasing achievement in scholarly and professional pursuits.

**Promotion:** An associate professor is eligible for promotion to the rank of professor normally after ten (10) years of successful faculty performance as implied by other sections of this contract, except as noted in Article VI, E. 3.

8. **Clinical Associate Professor:** For initial appointment to this rank, a doctorate in the appropriate field is required. For those applying for promotion to this rank, it may be considered advantageous for the candidate to have earned a doctorate, but it is not a requirement unless made necessary by accreditation standards.

**Promotion:** A full-time clinical associate professor becomes eligible for promotion to the rank of clinical professor after a minimum of fourteen (14) years of service (ten (10) years with a second graduate degree).

9. **Associate Librarian:** Ordinarily, the minimum requirement is a master's degree in library science and acceptable professional experience of at least eight (8) years or a second graduate degree and six (6) years of successful full-time experience in a collegiate library.

**Promotion:** An associate librarian becomes eligible for a promotion to librarian after a minimum of fourteen (14) years of acceptable service or ten (10) years of acceptable service with a second graduate degree and scholarly achievement.

10. **Professor:** Appointment or promotion to the rank of professor ordinarily presupposes the distinguished fulfillment of all requirements of the lower academic ranks.

11. **Clinical Professor:** Promotion to this rank presupposes the distinguished fulfillment of the requirements of the lower ranks. To the extent not already required in the lower ranks, a doctorate in the appropriate field is required.
12. **Librarian:** Appointment or promotion to the rank of librarian presupposes the distinguished fulfillment of all requirements of the other librarian ranks.
13. **Professor Emeritus:** On the resignation or retirement of a faculty member in good standing who has earned the esteem of his/her colleagues for academic and service contributions, the title professor emeritus may be awarded. The Faculty Council makes nominations to the Dean or Vice President for Academic Affairs who submits recommendations to the President of the College.

Emeritus rank shall carry with it the following privileges that are relevant and possible: use of library and study facilities, use of the college computer and e-mail system at the level of a student account, office and research space, eligibility for consultation and program development and precedence in one's rank at all academic functions.

**D. Request For Promotion** is initiated by the faculty member. Recommendations on the request for promotion are made by the department Chairperson to the Dean or Vice President for Academic Affairs, the Department Personnel Committee (DPC) to the Dean or Vice President for Academic Affairs; in the case of promotion to associate professor, professor, associate librarian, librarian, clinical associate professor and clinical professor, the recommendations are also sent to the College Personnel Committee (CPC) and the CPC to the Dean or Vice President for Academic Affairs, the Dean or Vice President for Academic Affairs to the College President along with all recommendations from the DPC, the CPC and the department Chairperson. The College President makes the final determination on the request for promotion. The decision shall not be subject to the grievance procedure.

**E. Rules and Principles Governing Special Faculty Appointments**

1. Faculty hired full-time for or during the spring semester of any year should fill a specific need for that particular semester. Such faculty will be appointed to qualified rank (rank having a designation other than standard designation in B, 1, above), unless determined otherwise by the President.

If such faculty are retained for the following fall semester, they will be appointed to faculty rank with their effective date of service beginning at that time. Prior service at qualified rank shall count only for the purpose of retrenchment.

2. Faculty hired full-time under the following conditions will be appointed to qualified rank for a limited term:

- a. To fill a position created by a faculty leave of absence. The term shall be for the duration of the leave or two years, whichever is less.
- b. To fill a position created when a faculty member resigns too late in the school year to permit an adequate search to fill the position in the normal fashion. The term may be up to one year.
- c. To fill a position after a regular search has failed to find a suitable candidate and a renewed search is contemplated for the following year. The term may be up to one year.

With regard to b. and c., if the faculty member appointed to the limited term is rehired for the same position at the end of the term, he/she shall automatically become a regular faculty member, eligible for tenure and subject to the same provisions of this contract that apply to all other regular, tenure-track faculty. Their service at qualified rank shall count only for the purpose of retrenchment.

3. In exceptional circumstances, a faculty member eligible for tenure may request an extension of the probationary period if that request is made no later than September 1 following the fifth (5<sup>th</sup>) year of full-time teaching at D'Youville College. The request is made by the faculty member with the agreement of the department Chairperson and DPC and the knowledge of the D'Youville College Chapter of AAUP. The decision on the request will be made by the President upon a recommendation of the Dean or Vice President for Academic Affairs. The extension may be for up to two (2) years and may be renewed in extenuating circumstances only once.

Evaluations of the faculty member during this extension period will be scheduled annually and after the period is completed, the faculty member is placed at the same position on the evaluation schedule in Article X that he/she occupied prior to the extension.

The years of full-time teaching during the extension period should not be counted toward eligibility for sabbatical leaves or promotion.

4. **Contract Faculty Appointments:** Faculty members may be hired on a non-tenured track contract basis to fill positions created by exceptional circumstances including, but not limited to, an unexpected rise in student enrollment. Exceptional circumstances are limited to three (3) years. The following conditions apply:
  - a. Faculty shall be considered full-time.
  - b. Contract period shall be for one (1) year; the term may be for up to three (3) years.

- c.** If a contract is to be extended past three (3) years, a tenure-track contract shall be offered.
- d.** Time served as a contract faculty member shall not be counted toward tenure if a tenure track contract is offered. Time served as a contract faculty member will count only for purposes of retrenchment.

## **ARTICLE VII**

### **FACULTY DEVELOPMENT**

D'Youville College recognizes the importance of continually improving itself and the quality of the education it offers students. To further its efforts toward self-improvement, the College shall identify and make known to the faculty resources in support of this objective. Use of such resources will involve broad consultation with the faculty and the Faculty Council. To further its efforts toward self-improvement, the College, with broad consultation with the faculty, will make reasonable efforts to make faculty development resources available on main campus and to effectively communicate the same.

## ARTICLE VIII

### INSTRUCTIONAL LOAD

All full-time faculty are expected to hold teaching responsibilities each semester. In assigning teaching responsibilities, the College will, whenever possible, ensure that no member of the full-time faculty would be required to be on campus for an undue period of time from first to last teaching obligation in any one day, nor for an unreasonable number of sequential days. Additionally, the College will attempt to maintain the teaching load of its instructors to twelve (12) credit hours per semester or twenty four (24) credits, or its equivalent, per academic year. Further, the College will meet all standards demanded by New York State Education Department policy for those teaching at master's or doctoral levels.

Teaching during the summer may count toward the academic year load with the approval of the faculty member, the Chairperson in which the faculty member's department resides and the Vice President for Academic Affairs.

Equivalence to twelve (12) credit hours per semester or twenty four (24) credit hours per academic year will be determined by the Chairperson of each department in consultation with his/her faculty members and submitted to the Vice President for Academic Affairs.

In determining equivalence for nonstandard class formats (i.e., other than lecture or seminar) factors which may be taken into consideration include: number of students, class level (undergraduate, graduate), availability of assistance for laboratories (preparation of materials, set up and clean up), number of distinct class preparations, evaluations, methodology, responsibility for coordination of multiple sections of a course (taught by other instructors).

The standards of equivalence so derived will be presented in written form for the knowledge of the whole faculty and of the Association. The Vice President for Academic Affairs and the department Chairperson, in consultation with the affected faculty member, will determine instructional equivalencies and deviations from these guidelines. In cases of disagreement, the Dean or Vice President for Academic Affairs of the school involved and the affected faculty member have the right to appeal to the President of the College in writing. All appeals must be submitted within ten (10) working days. The President shall make a final determination within ten (10) working days after consideration of previous decisions in this regard. The decision shall not be subject to the grievance procedure.

Reassignment from instructional load to administrative duties is in effect for the department Chairpersons and Faculty Council President.

The Faculty Council is mandated by this contract to propose a plan to allow load reduction for individual faculty members for research, writing, grant writing, etc. Such a plan would allow repeated load relief and would be subject to Presidential approval as

all Faculty Council proposals are. To the extent permitted by applicable laws and regulations, as well as College policy, faculty may use research or project funds for replacement instructors' overload or adjunct pay where such funds have been approved by the grantor for the purpose of subsidizing course release(s).

Nothing in this article is meant to prevent faculty members from accepting reassignment from teaching loads when performing specific services, tasks or faculty development activities as requested or approved by the administration of the College. However, a list of faculty on reassigned teaching duties will be presented to the Association President each semester.

Reassignment for administrative duties will be limited to six (6) credits per semester for all faculty members on full-time, tenured or tenure-track lines (except for department Chairpersons).

## **ARTICLE IX**

### **BUDGET**

Faculty will be provided an opportunity for consultation, input and advice regarding the development of the academic budget through the department Chairperson and the Dean or Vice President for Academic Affairs as follows:

- 1.** The department Chairpersons will meet with their departments for the purpose of developing a department budget for the coming year.
- 2.** The Dean or Vice President for Academic Affairs of the appropriate school will meet with each department for the purpose of discussing recommendations for the preparation of the annual academic budget for the respective department.
- 3.** The Dean or Vice President for Academic Affairs of the appropriate school will meet with all department Chairpersons together for the purpose of reviewing department recommendations for the annual academic budget.
- 4.** A representative of the administration of the College will meet annually with the College Assembly to present a summary of the annual budget. The purpose of this financial report will be to inform the College Assembly.

## ARTICLE X

### RENEWAL, PROMOTION and TENURE

#### A. Statement of Principles

1. Tenure is status granted by the College in recognition of teaching effectiveness, professional competence and activity, effectiveness of college and community service, professional attitude and esteem of peers and students. Tenure is a privilege not a right. Tenure can only be granted as a result of a positive action and determination by the President of the College and such determination shall not be subject to the grievance procedure. The College subscribes to the generally accepted principle that the probationary period for faculty shall not exceed seven (7) consecutive years of teaching at full-time academic rank at D'Youville College. Therefore, a faculty member is entitled to review for tenure before the end of his or her sixth (6th) year. If tenure is not to be granted, the faculty member will be notified at that time.
2. In exceptional cases, tenure may be requested by a faculty member with less than seven (7) years service at D'Youville College, but who has at least seven (7) years of teaching on the college level. With the agreement of the faculty member, a faculty member may likewise be evaluated before the sixth (6th) year at the request of the Dean or Vice President for Academic Affairs. Any request will be submitted to the faculty member's DPC. Recommendation to the President of the College shall be accompanied by appropriate documentation. Denial of early tenure shall not prejudice the rightful consideration of tenure in the sixth (6th) year.

Prior to the tenure review, members of the faculty may request appointment to a vacancy among the clinical faculty. Such appointment may not take place without approval of the Dean or Vice President for Academic Affairs, the consent of the affected department and after consultation with the D'Youville Chapter of AAUP.

3. No tenured faculty personnel shall be suspended or dismissed except for adequate cause as stated in Article XI or during retrenchment as stated in Article XII.
4. No untenured member of the faculty whose term of appointment has not expired shall be suspended or dismissed except for adequate cause as stated in Article XI or during retrenchment as stated in Article XII and with due process.

A review committee shall be appointed at the beginning of each academic year for the purpose of reviewing contemplated suspensions or dismissals of non-tenured faculty for just cause during the term of their individual

contracts. Such committee shall consist of five (5) members, two (2) of whom are chosen by the President of the College, two (2) by the Executive Committee of the Association and the fifth (5th) by agreement among the other four (4) members. All D'Youville members will have at least seven (7) years of full-time service in the College, if feasible. The President shall notify the AAUP of impending suspension or termination during the term of the contract and the timeframe within which procedures for review is to be completed. If the decision of the President is contrary to the majority recommendation of the review committee, the reason for the decision will be given in writing to all parties involved.

It is understood that when, in the judgment of the President, the continuance of a non-tenured faculty member during the term of his/her individual contract threatens immediate harm to himself/herself, others or immediate and extraordinary harm to the College, the President may suspend such faculty member prior to the review process set forth above. The Association shall be advised of the above as soon as possible.

5. The evaluation of all faculty shall proceed as provided in Article X, B.2.
6. Renewal, promotion and decisions on tenure for faculty must be based on, but not limited to, the individual's merit with substantial weight given to teaching effectiveness, professional competence and activity, effectiveness of college and community service, performance of primary professional functions in a clinical or field situation, criteria as stated in this Article and Article VI. Teaching effectiveness is to be judged by student ratings of instruction and other available indications of such effectiveness, including those referenced in Article VI.B.4. Due regard will be given to the student response rate.
7. In all cases, faculty shall be informed in writing by the appropriate committee chairperson of the evaluation and recommendation of the Department Personnel Committee (DPC), the College Personnel Committee (CPC), or the College Appeals Committee (CAC). They shall also be informed in writing of the evaluation and recommendations generated by the department Chairperson and the Dean or Vice President for Academic Affairs. Copies of such evaluations will be given to the faculty at the time of their submission.
8. A professional file for each faculty member shall be maintained in the department Chairperson's office which shall include the dossier prepared by the candidate in accordance with Article X, B.,3,b; the written evaluations and final recommendations of the DPC/CPC/CAC; the dossier prepared by the DPC/CPC/CAC for their evaluation and recommendation; the written evaluations and recommendations of the Chairperson and the Dean or Vice President for Academic Affairs and the decisions of the President of the College, with any further documentary evidence regarding

the faculty member which influenced those recommendations or decisions. This file will constitute the documentary evidence regarding the faculty member which will be used for all decisions made. On written request to the department Chairperson, the file will be made available to the faculty member involved, excepting for letters of peer evaluations to which the individual has waived the right to access. The professional file will be forwarded to: (1) the DPC, (2) the CPC and/or CAC when appropriate, (3) the Dean or Vice President for Academic Affairs and (4) the President of the College with the recommendations based on the file and will be returned to the department Chairperson's office when the President of the College has notified the faculty member of his/her decision. This file will be kept confidential and be available only to those persons involved in the evaluation process, i.e., the DPC, the CPC and the CAC when appropriate, the Chairperson, the Dean or Vice President for Academic Affairs and the President of the College.

9. It is understood that the administration will maintain a personnel file for each faculty member consisting of copies of contracts, duplicates of some of the above materials, etc. The personnel file is solely for the convenience of the Administration and is not the documentary evidence on which decisions are made. On written request to the appropriate Dean or Vice President for Academic Affairs, the file will be made available to the faculty member involved, excepting letters or copies of letters to which the individual has waived the right of access.
10. All committees and persons involved in evaluation and notification of faculty must meet the deadlines set forth in the Article. Faculty and administration members responsible for submitting documentation or data pertinent to the deliberations of the DPC, the CPC and the CAC must also meet the deadlines. All actions and functions of the DPC, the CPC and the CAC, including all appeals as described in this Article, shall be completed before their recommendations are forwarded to the Dean or Vice President for Academic Affairs by the dates indicated below; the Dean or Vice President for Academic Affairs will forward these recommendations along with his/her own recommendation to the President of the College. A copy of the recommendation of the Dean or Vice President for Academic Affairs will be sent to the faculty member at the time of its submission to the President of the College. If an individual faculty or administrator fails to forward necessary documentation or data to the appropriate DPC in accordance with the deadline below, such information shall be excluded from the dossier and the professional files, unless the DPC waives its deadline. If the DPC, the CPC or CAC fails to meet the deadlines below, the administration of the College may make its decision and notification without such recommendations.
11. At the start of his/her fourth (4th), fifth (5th) and sixth (6th) years, each non-tenured faculty member will receive from the Dean or Vice President

for Academic Affairs a statement of any institutional condition that could seriously jeopardize that faculty member's chances for tenure at the end of the sixth (6th) year. Examples of conditions that might have this effect are: falling student enrollments, financial shortages and curricular changes.

## **B. Faculty Personnel Actions**

### **1. Deadlines for Renewal, Promotion and Tenure<sup>3</sup>**

- October 1:** Chairpersons inform all members of deadlines for renewal, promotion and tenure.
- Fall Semester:** Chairpersons (or designees)<sup>4</sup> do classroom observation of first (1<sup>st</sup>) year candidates.
- First day of Spring Semester:** For Evaluations 1 and 2 a, data due to DPC from candidate and Chairperson.
- February 10:** For Evaluations 1 and 2 a, recommendation of DPC due to candidate and recommendation of Chairperson due to candidate and Vice President for Academic Affairs.
- February 20:** For Evaluations 1 and 2 a, recommendation of DPC to Vice President for Academic Affairs<sup>5</sup>.
- March 5:** For Tenure and Promotion Evaluations<sup>6</sup> data due to DPC from candidate and Chairperson.<sup>7</sup>
- March 15:** For Evaluations 1 and 2 a postmark date of College notification.
- April 5:** For Evaluations 2 b and 3 and Evaluation of tenured faculty, data due to DPC from Chairperson and candidate.<sup>8</sup>

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<sup>3</sup> Exceptions to the deadlines will be permitted when a DPC recommendation in a 1<sup>st</sup> evaluation is appealed to the CAC. In such case, the chairperson of the CAC shall immediately notify the Dean or Vice President for Academic Affairs of the appeal. The deadlines by which the CAC must submit its recommendations to the Dean or Vice President for Academic Affairs and the deadline by which the college must notify the faculty member may be advanced by two (2) weeks to allow time for the CAC to carry out its deliberations.

<sup>4</sup> Chairperson (or designee) do two (2) classroom evaluations in the previous year on forms standardized by department.

<sup>5</sup> Recommendations of the DPC and the DPC file will be hand delivered to the Dean or Vice President for Academic Affairs office on this date or the workday nearest this date. This date is established in order to allow two (2) weeks' time to appeal the recommendation of the DPC if the faculty member wishes.

<sup>6</sup> Promotion to Associate Professor, Professor

<sup>7</sup> Chairperson (or designee) do two (2) classroom evaluations in the previous year on forms standardized by department.

<sup>8</sup> Chairperson (or designee) do two (2) classroom evaluations in the previous year on forms standardized by department.

- April 15:** For Tenure and Promotion Evaluations recommendation of DPC due to candidate and CPC and recommendation of Chairperson due to candidate and Vice President for Academic Affairs.
- May 15:** For Evaluations 2 b and 3 and Evaluation of tenured faculty, recommendation of DPC due to candidate and recommendation of Chairperson due to candidate and Vice President for Academic Affairs.
- May 15:** For tenure and promotion evaluations, recommendation of CPC due to candidate.
- May 31:** For evaluations 2 a and 3 and evaluation of tenured faculty, recommendation of DPC due to Vice President for Academic Affairs.<sup>9</sup>
- May 31:** For tenure and promotion evaluations, recommendations of DPC and CPC due to Vice President for Academic Affairs.<sup>10</sup>
- August 15:** For evaluations 2 a and 3, evaluation of tenured faculty and tenure and promotion evaluations, postmark date of College notification.<sup>11</sup>

## 2. Evaluations

- a. **Evaluation #1:** Spring semester, first year of employment for renewal for either second (2<sup>nd</sup>) or second (2<sup>nd</sup>) and third (3<sup>rd</sup>) years. The usual term of renewal will be for two (2) years, but it may be limited to one (1) year if recommended by the candidate's department Chairperson and approval by the candidate's Dean or Vice President for Academic Affairs.

Evaluation of first (1<sup>st</sup>) year faculty for renewal of a second (2<sup>nd</sup>) year or a second (2<sup>nd</sup>) and third (3<sup>rd</sup>) year takes place after one (1) semester of work. The prime focus at this stage is on teaching effectiveness, although attention is paid to college/community service or professional competence/activity. The department, under the direction of the Chairperson, has the responsibility of

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<sup>9</sup> Recommendations of the DPC and the DPC file will be hand delivered to the Dean or Vice President for Academic Affairs office on this date or the workday nearest this date. This date is established in order to allow two (2) weeks' time to appeal the recommendation of the DPC if the faculty member wishes.

<sup>10</sup> Recommendations of the DPC and the DPC file will be hand delivered to the Dean or Vice President for Academic Affairs office on this date or the workday nearest this date. This date is established in order to allow two (2) weeks' time to appeal the recommendation of the DPC if the faculty member wishes.

<sup>11</sup> Exception in the tenure decision, where a positive action by the President of the College is required (Article X,A,1), failure of the College to notify faculty **BY MAIL** by this date will be considered a College decision in favor of the recommendation of the DPC, CPC or CAC, if the recommendation has superseded that of the DPC or CPC.

assigning reasonable teaching loads and providing appropriate assistance through the semester.

- b. Evaluation #2 a:** This evaluation applies to faculty who were renewed for one (1) year in their first (1<sup>st</sup>) renewal. This evaluation occurs in the spring semester, second (2<sup>nd</sup>) year of employment for renewal for third (3<sup>rd</sup>), fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) years. In the evaluations for the fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) years, more consideration is given to college/community service and/or professional competence/activity, as well as teaching effectiveness. Standards for renewal are stricter than for the first renewal and there must be an evident willingness and potential to overcome weaknesses which have been noted. These renewals should rest on evidence from a variety of sources. Faculty members have an obligation to demonstrate satisfactory performance in areas of teaching effectiveness and college/community service. Those evaluating are responsible for thoroughly assessing all evidence and obtaining more if necessary.

- c. Evaluation #2 b:** This evaluation applies to faculty who were renewed for two (2) years in their first (1<sup>st</sup>) renewal. This evaluation occurs in the spring semester, second (2<sup>nd</sup>) year of employment for renewal for fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) years.

In the evaluations for the fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) years, more consideration is given to college/community service and/or professional competence/activity, as well as teaching effectiveness. Standards for renewal are stricter than for the first (1<sup>st</sup>) renewal and there must be an evident willingness and potential to overcome weaknesses which have been noted. These renewals should rest on evidence from a variety of sources. Faculty members have an obligation to demonstrate satisfactory performance in areas of teaching effectiveness and college/community service. Those evaluating are responsible for thoroughly assessing all evidence and obtaining more if necessary.

- d. Evaluation #3:** Spring semester, fourth (4<sup>th</sup>) year of employment for sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) years.

The third (3<sup>rd</sup>) evaluation will be for a two (2) year renewal for the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) year. In this evaluation there is a strong emphasis on all three (3) areas: teaching effectiveness, college/community service and professional competence/activity. The candidate should demonstrate and document performance in these three areas at or near the level which is required for tenure. They should have overcome any previously noted major

shortcomings. Those evaluating must clearly enumerate any weaknesses which appear sufficient to jeopardize tenure.

- e. **Evaluation #4/Tenure Review:** Spring semester, sixth (6th) year of employment.

Review for tenure will normally occur in spring of the sixth (6th) year of employment according to deadlines stated above. The candidate must demonstrate and document performance in all three (3) areas (teaching effectiveness, college/community service and professional competence/activities) that meets a reasonable and consistent expectation of tenured faculty at D'Youville. An earned doctorate is ordinarily a requirement for tenure.

The granting of tenure shall be subject to any written statement made at the time of initial employment between the faculty member and the administration of D'Youville College. Any such agreement shall not violate this written agreement and notification will be sent to the Association.

In making a written evaluation and recommendation for tenure, the DPC shall follow the criteria set forth in Article VI on faculty rank and use the documentation stipulated in this Article.

Notwithstanding anything contained herein, the final determination is at the sole discretion of the President of the College and such determination is not subject to the grievance procedure. If the President's decision on a request for renewal, promotion or tenure does not concur with recommendations of faculty, the Chairperson of the department and the Vice President for Academic Affairs, the affected faculty member, at his/her request, will be afforded an opportunity to meet with the President after this decision to discuss the situation.

Tenure will take effect at the beginning of the academic year following the President's decision to grant tenure. For faculty not granted tenure, they may continue their employment for the full term of their most recent renewal.

- f. **Subsequent Evaluations for Tenured Faculty:** Every fifth (5<sup>th</sup>) year, tenured faculty shall have a comprehensive evaluation of their performance and professional growth. The criteria and standards used in this evaluation are those described in Article VI, B, 4 and Article VI, C. Each department, through its Chairperson, will maintain a five year cycle for evaluation of tenured faculty. If the tenured faculty member chooses to apply for promotion to full professor at some time other than a five year review, the

Chairperson will restart the five year cycle from that point. All persons and committees involved in evaluation and notification will follow this cycle and will abide by the deadlines listed above in Article X, B., 1.

- g. Promotions:** All faculty eligible for and desiring promotion in rank must give timely and written notification to their DPC/CPC that they wish to be reviewed for promotion. All persons and committees involved in review and notification will follow the deadlines listed above in Article X, B., 1 and the qualifications set forth in Article VI: Initial Appointments and Promotions in Faculty Rank.

### **3. Procedures and Documentation**

- a.** The Chairperson of the respective departments are responsible for the following:
- Submission, by September 30<sup>th</sup> of each academic year, to the Presidents of the College and the AAUP, the Dean or Vice President for Academic Affairs, the CPC and to his/her respective DPC and publication in a prominent place of a written list of all faculty members in the department. This list shall indicate, for each faculty member listed, the evaluation recommendation deadline and the deadlines for submission of all supporting documents.
  - Notification, in writing, to each faculty member to be evaluated in his/her respective department of the deadline for submission of the supporting documents stipulated below.
  - Preparation of the current student ratings of instruction for the faculty member to be evaluated and submission of the summary, together with other pertinent material, including any other relevant indications of teaching effectiveness, to the DPC by the above deadline. Providing a copy to the affected faculty and DPC of any evaluations regarding renewal, promotion or tenure at the time of their submission to the Dean or Vice President for Academic Affairs.
- b.** The faculty member to be evaluated by the DPC must submit to the Chairperson of his/her respective department, in accordance with the deadlines above, a dossier containing the documents stipulated below:
- A full and current curriculum vitae
  - A record of scholarly achievements, writings, guest lectures, etc.

- Membership and offices in professional organizations
- Honors and recognitions
- Conferences, institutes and meetings attended
- Review of college service, committee work, administrative posts, etc.
- Review of community service, civil offices held, charitable activities, etc.
- Documentation of graduate work completed

The dossier may contain any other documentation that is pertinent to the evaluation such as additional comments by the evaluatees relevant to their performance, criteria for evaluation and peer evaluations solicited by the faculty member or by the DPC. The letter will be submitted directly to the DPC and shall be confidential only if the faculty member has waived, in writing, right of access.

#### **4. Recommendations**

In recommending renewal, promotion and tenure, consideration shall be given to any special conditions stipulated in writing at the time of initial employment. Any such stipulations shall not violate this Cooperative Agreement and notification will be sent to the Association. Such stipulations shall be included in the faculty member's professional file.

- 5.** Subsequent to evaluation, each faculty member shall have the right to meet with his/her Chairperson and the Dean or Vice President for Academic Affairs to discuss his/her plans to continue professional growth and to determine what institutional support is available. Dates of these meetings and any agreements arrived at by all parties present shall be documented in the faculty member's professional file.

- 6.** It is understood that all employees in the unit shall give sixty (60) days notice of termination of employment except where excused by the Dean or Vice President for Academic Affairs. It is further understood that such failure to give notice may be communicated to any future employers or those seeking references.

### **C. The Departmental Personnel Committee (DPC) Shall Be a Standing Committee Created By This Agreement**

#### **1. Functions**

- a.** To evaluate annually in accordance with the terms of Article X,B, above and Article VI on Faculty Rank, the professional performance of all non-tenured faculty within a department.

- b. To do a comprehensive evaluation of a tenured faculty member's performance and scholarly growth every five (5) years.
- c. To forward its evaluations and the recommendations based on those evaluations:
  - 1) To the affected faculty member.
  - 2) In matters concerning renewal, promotion to assistant professor, assistant librarian and clinical assistant professor and review of tenured faculty to the Dean or Vice President for Academic Affairs no earlier than fourteen (14) calendar days after a copy has been sent to the faculty member.
  - 3) In matters concerning tenure and promotion to associate professor or professor, associate librarian or librarian or clinical associate professor or clinical professor to the College Personnel Committee.
- d. In the case of an appeal, the DPC will retain its evaluation and recommendation until action has been taken by the CAC according to the provisions in section E.,4.,a. of this Article.
- e. To develop time schedules for personnel evaluation, recommendation, appeal (if such is the case) and final recommendation to the Dean or Vice President for Academic Affairs in sufficient time to allow compliance with the deadlines for notification stated in B.,1 of this Article.

## **2. Membership**

The DPC for each department of eight (8) or more faculty shall consist of four (4) faculty members of the department, three (3) as regular members, one (1) as an alternate. The DPC of the Library will consist of three (3) librarians and one (1) alternate. The department Chairpersons shall not be eligible for committee membership.

Departments of fewer than eight (8) faculty may form interdepartmental committees. Departments of four (4) or fewer faculty must form interdepartmental committees. Two (2) or more small departments may join to form one committee or a small department may ask to join a larger department for personnel actions.

Chairpersons of small departments will be responsible for organizing these elections.

Faculty in small departments should reach consensus on the DPC to be created. If they do not reach consensus, a majority vote by secret ballot

by all faculty in the departments involved will determine the DPC. In joining a larger department, the agreement of that department is also required.

When faculty have agreed to a DPC arrangement, that arrangement shall remain in effect for the term of this contract.

Each DPC shall elect one (1) of its members as chairperson.

Whenever reasonable, the members of a department to be elected to its DPC shall be tenured and hold credentials and a record of performance at least at a level expected for the candidates to be reviewed by them.

Members shall be elected for two (2) year terms, with two (2) regular members elected on even years and one (1) member and the alternate elected in odd years. Elections shall take place at the last department meeting of the academic year preceding the one in which the new members are to begin their terms of service. Faculty members elected to the DPC must have completed or shall have completed at the end of the academic year in which they are elected three (3) years of full-time service at faculty rank at D'Youville College. In extraordinary circumstances, as determined by the department, this requirement may be waived by a simple majority vote of the department.

The alternate will serve in the place of a faculty member who cannot, in good conscience, serve or who is to be considered for renewal, promotion or the granting of tenure.

The Chairperson of the department will send the names of the elected DPC members to the President of the AAUP and to the Dean or Vice President for Academic Affairs by September 30th.

### **3. Meetings**

- a.** The first meeting of the DPC for the academic year shall be called by the Chairpersons of the respective departments within the first two (2) weeks of the new academic year. At the first meeting, each DPC shall select a chairperson for the DPC.
- b.** Thereafter, each DPC shall decide when and how often it will meet in order to meet the deadlines for evaluations and recommendations.
- c.** Complete minutes of all DPC meetings must be recorded and a written copy of the minutes for each DPC meeting must be kept on file in the office of the Chairperson of the respective departments. These minutes are confidential and restricted to use by the DPC only. The Dean or Vice President for Academic Affairs and the

President of the College may, for reasonable cause, request in writing a copy of the minutes.

#### **4. Procedures**

- a.** The DPC must issue a written invitation offering each faculty member to be evaluated the opportunity to appear before the committee at the time of his/her evaluation.
- b.** The DPC has the right to request from the faculty member being evaluated and from the Chairperson any other pertinent information it deems necessary to render an accurate and impartial evaluation. Such information, except to the extent deemed to be confidential by the chairperson of the DPC shall be added to the faculty member's DPC file.
- c.** The DPC may request an onsite visitation to a faculty member's classroom. The faculty member to be evaluated may refuse this request in writing, stating the reasons; such refusal shall not be prejudicial to his/her evaluation by the DPC. If the faculty member agrees to the visit, he/she shall have the right to request an additional onsite visitation to his/her classroom by a peer to be determined by the evaluatee and the DPC chairperson. However, nothing contained herein shall restrict the ability of the Dean or Vice President for Academic Affairs or his/her designated representative to visit classes for the purpose of evaluation of teaching performance. All evaluations of onsite visitations shall be written and shall be included in the faculty member's professional file.
- d.** All recommendations made by the DPC shall be made by simple majority vote. Copies of this recommendation shall be sent to the faculty member and, not earlier than two weeks later, recommendations regarding promotion to assistant professor and/or renewal will be forwarded to the Dean or Vice President for Academic Affairs unless appealed. Recommendations of promotion to associate professor, professor, associate librarian, librarian, clinical associate professor, or clinical professor or tenure will be sent to the CPC. All recommendations made by the DPC, shall be appealable by the member being evaluated to the CAC using the procedures set forth in the appeal procedure in Article X, E.
- e.** If a DPC agrees to reevaluate a faculty member upon being asked by the CAC to undertake such reevaluation, the faculty member to be reevaluated shall be accorded the same privileges and rights that he/she was entitled to in his/her original evaluation as stipulated in C,4,a. and c. above.

- f. Recommendations and procedures of the DPC are appealable to the CAC but are not grievable.

**D. The College Personnel Committee (CPC) Shall Be a Standing Committee Created By This Agreement**

**1. Function**

- a. To review, in accordance with Article VI, C, the evaluation of the DPC for promotion to associate professor, professor, associate librarian, librarian, clinical associate professor and clinical professor and make its own recommendations.
- b. To review all recommendations concerning tenure submitted to it by the DPC and make its own recommendations.
- c. To forward its evaluations and the recommendations based on those evaluations to the affected faculty member and to the Dean or Vice President for Academic Affairs.
- d. In the case of an appeal, the CPC will retain its evaluation and recommendation until action has been taken by the CAC according to the provisions in section E.4.a. of this Article.

**2. Membership**

- a. The CPC will have six (6) regular members and two (2) alternates. Membership should be selected to represent a wide range of academic disciplines.
- b. All members must be tenured. Chairpersons are excluded from membership. For regular members there may be no more than one (1) from any department or DPC concentration.
- c. An individual could serve on both the DPC and the CPC but would not be able to vote twice on a given faculty member (the alternate would serve in that instance).
- d. The CPC will be elected by the Faculty Council as soon as this contract is in effect and at the spring elections thereafter. Nominations will be made to the Operations and Relations Committee of the Faculty Council. Additional nominations can be made from the floor of the Faculty Council if they conform to the above restrictions.
- e. Members shall be elected for two (2) year terms with two (2) members elected on the even years and one (1) member and the alternate elected on the odd years.

### **3. Meetings**

- a. The first meeting of the CPC will be arranged by the senior member on the committee for the first week of the spring semester. The CPC will elect its own chairperson at that time.
- b. Thereafter, the CPC shall decide when and how often it will meet in order to meet the deadlines for evaluations and recommendations.

### **4. Procedures**

- a. The CPC must issue a written invitation offering each faculty member to be reviewed the opportunity to appear before the committee at the time of his/her review.
- b. The CPC has the right to request from the faculty member being evaluated and from the Chairperson any other pertinent information it deems necessary to render an accurate and impartial review. Such information, except to the extent deemed to be confidential by the chairperson of the CPC, shall be added to the faculty member's file.
- c. All recommendations made by the CPC shall be made by simple majority vote. Copies of this recommendation shall be sent to the faculty member and will be forwarded to the Dean or Vice President for Academic Affairs. All recommendations made by the CPC shall be appealable by the member being evaluated to the CAC using the procedures set forth in the appeal procedure in Article X, E.
- d. If the CPC agrees to rereview a faculty member upon being asked by the CAC to undertake such rereview, the faculty member to be rereviewed shall be accorded the same privileges and rights that he/she was entitled to in his/her original review as stipulated in D,4,a. and c. above.
- e. Recommendations and procedures of the CPC are appealable to the CAC, but are not grievable.

## **E. The College Appeals Committee (CAC) Shall Be a Standing Committee Created By This Agreement**

### **1. Functions**

- a. To hear appeals from non-tenured faculty who have not been recommended for renewal and make recommendations.

- b. To hear appeals from non-tenured faculty who, even though renewed, claim they have not received an accurate and impartial evaluation and make recommendations.
- c. To hear appeals from tenured faculty and non-tenured faculty who have been considered and not recommended for promotion by the DPC or CPC and make recommendations.
- d. To act as a mediation board in the instance of a tenured faculty member who has dismissal proceedings instituted against him/her as stated in Article XI, B, 3 and make recommendations.
- e. To distribute a list designating the chairperson and containing the names and departments of all members and alternates of the committee to all Bargaining Unit members, the Director of the Library, the Dean or Vice President for Academic Affairs and the President of the College.
- f. Recommendations and procedures of the CAC are not grievable.

## **2. Membership**

- a. The committee shall consist of three (3) regular members and one (1) alternate. Only tenured faculty (or librarians) shall serve on this committee. Chairpersons are eligible for election to this committee and for election as an alternate.
- b. Faculty members are eligible for membership on the CAC and DPC concurrently but cannot serve concurrently on the CPC and CAC. Alternates shall serve when a member cannot in good conscience serve, when the member has already been an official part of the case as a member of the DPC or as department Chairperson, or when a member has brought his/her own appeal before this committee.
- c. Members shall serve for two (2) years and shall be elected by the Faculty Council with two (2) regular members being elected in even years and one (1) regular member and the alternate being elected in odd years.
- d. The President of the Faculty Council will send the names of the elected CAC members and alternate to the President of the AAUP and to the Dean or Vice President for Academic Affairs by June 30.

## **3. Meetings**

- a. The senior faculty member elected is considered to be temporary chairperson of the committee for the purpose of calling the first

meeting of the committee; this meeting must be held within the first two (2) weeks of the new academic year. At this meeting, the committee shall elect a permanent chairperson for the remainder of the academic year. All other meetings of the CAC shall be convened by the chairperson within ten (10) days of receiving a written appeal.

#### **4. Procedures**

- a. In the case of all appeals as specified in D,1, a-d above:
  - 1) A faculty member who appeals a DPC evaluation and/or recommendation or CPC review and/or recommendation must file that appeal with the chairperson of the CAC within ten (10) calendar days of receiving his/her copy from the DPC or CPC and shall inform the DPC or CPC that its evaluation or review is being appealed. The written request must detail the particulars of the appeal.
  - 2) The CAC chairperson shall notify the Dean or Vice President for Academic Affairs in writing that the faculty member is appealing a DPC or CPC recommendation. In the event that a DPC recommendation on a first (1st) or second (2nd) renewal is appealed, the recommendation of the Dean or Vice President for Academic Affairs, decision of the College and notification of the faculty shall all be postponed until the CAC has rendered a decision on the appeal. Normally, the postponement will be for two (2) weeks unless both parties agree to a longer period.
  - 3) The CAC shall meet and determine if the DPC or CPC evaluation is accurate and impartial; if the CAC so finds, the DPC or CPC recommendation shall stand as is and will be forwarded to the Dean or Vice President for Academic Affairs by the DPC or CPC.
  - 4) If the CAC determines in its judgment the DPC or CPC evaluation to be inaccurate and/or partial, it shall direct the DPC or CPC to submit a new evaluation. Should the DPC or CPC refuse to comply or should a new evaluation still be judged inaccurate and/or partial, the CAC will conduct its own evaluation.
  - 5) The new evaluation of the DPC, CPC or CAC shall replace the inaccurate and/or partial evaluation in the faculty member's professional file.

- 6) For purposes of renewal, promotion and tenure, the new DPC, CPC or CAC evaluation shall then be used in determining whether the recommendation is reasonable and consistent with collegewide standards and the appropriate criteria set forth in this Article and Article VI.
- 7) The CAC shall then forward its recommendation by the date stated in B,1 of this Article to the Dean or Vice President for Academic Affairs who shall forward this recommendation, along with his/her recommendation, to the President of the College for decision so that notification can be made to the faculty by the dates herein specified. In the event that a DPC recommendation on a first (1<sup>st</sup>) or second (2<sup>nd</sup>) renewal is appealed, the recommendation of the Dean or Vice President for Academic Affairs, decision of the College and notification of the faculty shall be postponed until the CAC has rendered a decision on the appeal. Normally, the postponement will be for two (2) weeks unless both parties agree to a longer period.
- 8) Notwithstanding anything contained here, the final determination is at the sole discretion of the President of the College and such determination is not subject to the grievance procedure.

- b. In the instance of a need for the CAC to act as a mediation board, it shall proceed as stipulated in Article XI, B, 3.

- F. Nothing contained herein shall restrict the ability of the department Chairperson or Director of the Library from making recommendations to the Dean or Vice President for Academic Affairs on appointment, promotion, renewal and tenure where applicable. Such recommendations shall become a part of the personnel file and a copy shall be provided to the affected faculty at the time of its submission.
- G. If the President of the College is reviewing a tenure case, believes he/she may come to a decision contrary to the recommendations of both the DPC and CPC, he/she shall meet with the chairpersons of both committees and the Vice President for Academic Affairs to review the case. A report of this meeting will be supplied by the chairperson of the CPC to the candidate with a copy to all attendees.
- H. Nothing contained in this Article shall restrict the right of the President of the College with respect to his/her right to promote, renew and grant tenure to faculty members not recommended or considered by the DPC, CPC and/or CAC.

- I. Notwithstanding anything contained herein to the contrary, all determinations made by the President are final and at his/her sole discretion. Such determinations are not subject to the grievance procedure.

**1. Deadlines for Renewal, Promotion and Tenure (continued)<sup>12</sup>**

Evaluation	Evaluation Occurs During:	Renewal for:	Data from Candidate and file from Chairperson to DPC no later than:	Recommendation of Chairperson to vice President for Academic Affairs and candidate. Recommendation of DPC to candidate no later than:	Recommendation of CPC to Candidate	Recommendation of DPC to Vice President for Academic Affairs: <sup>13</sup>	College notification postmarked no later than: <sup>14</sup>
1	1 <sup>st</sup> year	2 <sup>nd</sup> & 3 <sup>rd</sup> years or 2 <sup>nd</sup> year	First day of Spring Semester	February 10		February 20	March 15
2 a	2 <sup>nd</sup> year	3 <sup>rd</sup> , 4 <sup>th</sup> , & 5 <sup>th</sup> years	First day of Spring Semester	February 10		February 20	March 15
2 b	2 <sup>nd</sup> year	4 <sup>th</sup> & 5 <sup>th</sup> years	April 5	May 15		May 31	August 15
3	4 <sup>th</sup> year	6 <sup>th</sup> & 7 <sup>th</sup> years	April 5	May 15		May 31	August 15
Tenure or Promotion <sup>15</sup>	6 <sup>th</sup> year	8 <sup>th</sup> & subsequent	March 5	April 15 DPC recommendation also goes to CPC	May 15	May 31 Recommendation of DPC and CPC to Vice President for Academic Affairs <sup>16</sup>	August 15

<sup>12</sup> Exceptions to the deadlines will be permitted when a DPC recommendation in a 1<sup>st</sup> evaluation is appealed to the CAC. In such cases, the Chairperson of the CAC shall immediately notify the Vice President for Academic Affairs of the appeal. The deadlines by which the CAC must submit its recommendation to the Vice President for Academic Affairs and the deadline by which the College must notify the faculty member may be advanced by two (2) weeks or longer to allow time for the CAC to carry out its deliberations.

<sup>13</sup> Recommendation of the DPC and the DPC file will be hand delivered to the Vice President for Academic Affairs office on this date or the workday nearest this date. This date is established to allow two (2) weeks' time to appeal the recommendation of the DPC if the faculty member wishes.

<sup>14</sup> Exception in the tenure decision, where a positive action by the President of the College is required (Article X,A,1), failure of the College to notify faculty **BY MAIL** by this date will be considered a College decision in favor of the recommendation of the DPC, CPC, or CAD, if its recommendation has superseded that of the DPC.

<sup>15</sup> Promotion to Associate Professor, Professor

<sup>16</sup> Recommendation of the DPC and the CPC and the DPC file will be hand delivered to the Vice President for Academic Affairs office on this date or the workday nearest this date. This date is established to allow two (2) weeks' time to appeal the recommendation of the DPC or CPC if the faculty member wishes.

## ARTICLE XI

### TERMINATION OF TENURED FACULTY FOR CAUSE

- A. Termination of tenured faculty shall be for adequate cause. Such faculty may be terminated for serious and/or continued:**
1. Inadequate performance of duties,
  2. Incompetence, or
  3. Misconduct
- B. Dismissal of a faculty member with tenure will be preceded by the following steps:**
1. Confidential notification to the faculty member by the administration of the probable commencement of dismissal proceedings, including a statement of the specific charges and a copy of this Collective Bargaining Agreement. The faculty member will be reminded in this letter that he/she has the right to AAUP representation. The President of the AAUP and the College administration will agree on the format and contents of this notification.
  2. This action shall be followed by discussions between the faculty member and appropriate administration officers, looking toward a mutually acceptable resolution, which resolution shall be reduced to writing with a copy to the faculty member.
  3. If no mutually satisfactory resolution is reached in step 2 above within four (4) weeks, the matter shall be referred in writing by the President of the College or his/her designee to the CAC which shall assist the parties in attempting to affect a resolution. The CAC shall conclude its role within four (4) weeks.
  4. If settlement is achieved in steps 2 and 3, the issue shall be deemed resolved and a statement of the terms of the mutual agreement shall become a part of the faculty member's personnel file, which settlement shall not be inconsistent with the terms of this Agreement.
  5. If, after conclusion of the above steps, no settlement has been achieved and D'Youville College wishes to continue further dismissal proceedings, the faculty member shall be notified in writing of the charges and their particulars (with a copy to AAUP) by the President or the President's designee and the faculty member's case will be heard by a hearing committee as stipulated in step six (6).

6. **Hearing Committee:** The committee to conduct the hearing shall be an ad hoc committee consisting of five (5) members, two (2) of whom are chosen by the President of the College, two (2) by the D'Youville College Chapter of the AAUP and the fifth (5th) by agreement among the other four (4) members. All five (5) must have at least seven (7) years of full-time service in the College, if feasible. The committee shall establish within fourteen (14) calendar days after the administration has notified the D'Youville College Chapter of the AAUP that it wishes to continue dismissal proceedings. The committee will elect its own chairperson.
7. **Committee Proceeding:** The committee shall proceed by considering the statement of grounds for dismissal already formulated and the faculty member's response written before the time of the hearing. The committee, in consultation with the President of the College or his/her designee and the faculty member, will exercise its judgment as to whether the hearing shall be open or closed. If any facts are in dispute, the testimony of appropriate evidence concerning the matter set forth in the College President's letter to the faculty member shall be received. The committee will question any witnesses and, if necessary, will secure the presentation of evidence important to the case.
8. **Consideration by Hearing Committee:** The committee shall reach its decision in conference by majority vote on the basis of the hearing. The committee will inform both parties of the numerical result of the vote in writing. It will also communicate in writing to both parties the majority opinion and, when appropriate, the minority opinion, if the minority so desires.

If no mutually acceptable solution is reached, either party (the Association or the College) may appeal to arbitration and, in so doing, must give the other party written notice of such intention within twenty (20) calendar days after the previous step decision; otherwise, the appeal shall be deemed waived.

In the event that an appeal is submitted to arbitration, upon receiving notice of intent to arbitrate, the parties will each appoint one (1) member of the Arbitration Panel within five (5) calendar days. The two (2) appointees will select a third (3rd) member who shall serve as chairperson. In the event that the parties are unable to mutually agree upon an arbitrator, either party may request the American Arbitration Association to provide a panel of qualified arbitrators, one (1) of whom will be selected by the parties.

9. The Arbitration Panel will promptly conduct whatever meetings or hearing it, in its sole discretion, shall deem just and proper with the Association being responsible for expenses incurred by its appointee and the parties dividing equally the expenses and the fees of the chairperson, as well as

costs incurred by the Panel as a whole. All data relevant to the appeal shall be made available to the Panel which shall issue a decision on the appeal to the President of the College and the President of the Association within thirty (30) calendar days of completion of its investigation and hearings. The decision of the Panel shall be binding on all parties.

- 10.** The Arbitration Panel shall have no power or authority to alter, modify, add to or subtract from the provisions of this Agreement. The Panel's authority shall be limited to deciding only whether a specific article and section of the Agreement has been violated, misapplied or misinterpreted and recommending an appropriate remedy for same.
- 11.** During the process described in this Article, the faculty member may be suspended by the administration or assigned to other duties in lieu of suspension, but only if he/she is unable to discharge his/her faculty responsibilities or if immediate physical harm to himself/herself or others is threatened by his/her continuing in his/her former duties. Before suspending a faculty member, pending an ultimate determination of his/her status through the hearing procedures, the administration shall consult with the AAUP concerning the propriety, the length and the other conditions of the suspension. Salary shall continue during the period of suspension.
- 12.** If any of the aforementioned deadlines as stipulated above are not conformed to by members of the Association, it is considered a waiver by the Association and the charged employee and the administration is no longer restricted by any procedural obligations that would have otherwise been applicable. Deadlines may be extended by mutual written agreement of the parties.

## ARTICLE XII

### RETRENCHMENT

- A.** Retrenchment shall be defined as the termination of any academic or professional employee during any appointment, except termination for cause.
- B.** In the event the College anticipates retrenchment because of a bona fide need as solely determined by the College which causes reduction or elimination of programs and adjustment of the size of faculty and support for any reason which may include, but is not limited to, declining enrollment, financial exigency, reorganization, curriculum or degree revision requiring reallocation of resources, etc., the Association and affected Department and/or Program will be advised and consulted by the Dean or Vice President for Academic Affairs regarding the reasons and the programs considered for elimination or reduction. Although the College has no obligation to reassign faculty to other departments, anyone so reassigned will maintain rank and years of service toward tenure.
- C.** The Association may request and shall be granted a meeting of representatives of the Association and the College for the purpose of discussing such anticipated retrenchment prior to a final decision by the President. The Association shall be entitled to no more than three (3) representatives selected by the Association.
- D.** The order of reducing the size of the faculty pursuant to this Article, except where in the judgment of the President the order of reduction would eliminate an individual deemed critical to the College mission, shall be as follows:
- 1.** Reductions shall first take place in the affected department, discipline or program among part-time faculty, then non-tenured faculty members and then tenured faculty members.
  - 2.** Reduction among tenured faculty in the affected department, discipline or program shall be on the basis of seniority except where the order of reduction would eliminate an individual deemed critical to the College mission.
  - 3.** Prior to the termination of employment of any tenured faculty member as described in paragraph B of this Article, consideration shall be given to extending tenure to such faculty personnel in other positions in the same department or a position in some other area of the College commensurate with the individual's qualifications as determined by the President of the College in consultation with the department Chairperson and such determination shall not be subject to the grievance procedure. Such an offer of tenure shall not be granted if, as a result thereof, any other tenured faculty member with greater seniority in any other department of the College is terminated.

- 4.** Seniority shall be determined by continuous employment in faculty rank at D'Youville College including absence for sabbatical leave, sick leave of six (6) months or less, professional leave of one (1) year or less, any extension of the probationary period as specified in Article VI and military leave.
- E.** The order of reducing the size of the library staff, pursuant to this Article, shall be as stated in paragraph D of this Article where applicable.
- F.** In the event a program or position which has been reduced or eliminated is reactivated or reinstated within a period of two (2) years, the faculty member or librarian whose services were terminated because of the reduction or elimination shall be offered the position he/she formerly held.

Nothing herein shall be construed to place an obligation on the College to fill a vacancy.

## ARTICLE XIII

### CLINICAL FACULTY

- A.** The clinical faculty is composed of those individuals whose primary function within the College is the teaching and training of future professionals. As part of the regular budget process, departments may request and must provide rationale for clinical faculty positions.

Ordinarily, the number of full-time clinical faculty in any program may not exceed 35 percent. Deviations from this norm must be at the request of the program involved and after consultation with the D'Youville Chapter of AAUP.

Clinical faculty are in the unit covered by the collective bargaining agreement. They enjoy all the protection the collective bargaining agreement affords subject to the limitations outlined in the Article and elsewhere in the agreement.

Clinical faculty are eligible for and are expected to provide service in all areas of College governance with the exception of those roles and positions which require tenured status or, under ordinary circumstances, administrative functions: the presidency and vice presidency of the Faculty Council, department chairmanships, program directorships and membership on the DPCs, except as specified below or the agreement.

- B.** Appointment of clinical faculty shall proceed according to the following schedule: initial appointment and subsequent two (2) years will be for one (1) year periods. After three (3) years of continuous acceptable service, members of the clinical faculty shall be eligible for extended appointments of three (3) years. Any further appointment following six (6) years of continuous acceptable service shall be for a term of three (3) years. After nine (9) years of continuous service, the employee is eligible for a five (5) year contract but will normally be offered a three (3) year contract. Recommendations for reappointment shall be made by the DPC, the Chairperson of the department and the Vice President for Academic Affairs to the College President. The completion of any term contract carries no real or implied right to an additional contract. The substance of this decision is not subject to the grievance procedure.
- C.** Evaluations will be carried out by the DPC. Whenever possible, the clinical faculty shall elect a representative from among themselves to join the DPC, with vote, when a member of the clinical faculty is being evaluated.
- D.** The DPC shall use the following criteria when evaluating clinical faculty for renewal and promotion:
- 1. Teaching Effectiveness:** In classroom, clinical, field or other settings as demonstrated and documented by peer references and evaluations, student evaluation and development and revision of courses, course materials and curricula.

2. **Scholarship and Professional Activity:** A demonstrated concern for advancing and improving the level of professional expertise and service by such things as continuing education, work as a professional practitioner, presentations, contributions to publications, leadership in local, regional and national professional organizations or attendance and participation at conferences.
3. **Effective College and Community Service:** A demonstrated record of participation in departmental and college governance, participation in professional organizations, community outreach efforts and civic service groups.

A letter of evaluation shall be submitted to the Dean or Vice President for Academic Affairs by the Chairperson of the department (a copy of which shall be sent to the clinical faculty) at the time of evaluation by the DPC.

- a. **Renewal:** In making an evaluation for renewal, the DPC shall consider the criteria stated above. The committee will use the documents stipulated in Article X, B, 3, B and any other information the DPC deems appropriate and necessary.
- b. **Promotion:** In making an evaluation for promotion, the DPC shall consider the eligibility requirements and the criteria set forth in Article VI.
- c. Copies of all evaluations and recommendations of the DPC shall become part of the clinical faculty's professional file which shall be maintained in the appropriate place.

## E. Deadlines For Clinical Faculty Personnel Actions

### 1. Deadlines for Renewal and Promotion<sup>17</sup>

**October 1:** Chairpersons inform faculty of deadlines for renewal and promotion.

**Fall Semester:** Chairpersons (or designee)<sup>18</sup> do classroom observation of first (1<sup>st</sup>) year candidates.

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<sup>17</sup> Exceptions to the deadlines will be permitted when a DPC recommendation in a 1<sup>st</sup> evaluation is appealed to the CAC. In such case, the chairperson of the CAC shall immediately notify the Dean or Vice President of Academic Affairs of the appeal. The deadlines by which the CAC must submit its recommendations to the Dean or Vice President for Academic Affairs and the deadline by which the college must notify the faculty member may be advanced by two (2) weeks to allow time for the CAC to carry out its deliberations.

<sup>18</sup> Chairperson (or designee) do two (2) classroom evaluations in the previous year on forms standardized by department.

- October 5:** For evaluations 2 and 3, data due to DPC from candidate and Chairperson.
- November 1:** For evaluations 2 and 3, recommendation of DPC due to candidate and recommendation of Chairperson due to candidate and Vice President for Academic Affairs.
- November 15:** For evaluations 2 and 3, recommendation of DPC due to Vice President for Academic Affairs.<sup>19</sup>
- December 15:** For evaluations 2 and 3, postmark date for College notification.
- First day of Spring Semester:** For evaluation 1, data due to DPC from candidate and chairperson.
- February 10:** For evaluation 1, recommendation of DPC due to candidate and recommendation of Chairperson due to candidate and Vice President for Academic Affairs.
- February 20:** For evaluation 1, recommendation of DPC to Vice President for Academic Affairs.<sup>20</sup>
- March 5:** For promotion evaluation,<sup>21</sup> data due to DPC from candidate and Chairperson.
- March 15:** For evaluation 1, postmark date for College notification.
- April 5:** For evaluation of three (3) year and five (5) year faculty, data due to DPC from candidate and Chairperson.
- April 15:** For promotion evaluations, recommendation of DPC due to candidate and CPC and Chairperson recommendation due to candidate and Vice President for Academic Affairs.<sup>22</sup>
- May 15:** For evaluations of three (3) year and five (5) year faculty, recommendation of DPC due to candidate<sup>23</sup> and Chairperson

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<sup>19</sup> Recommendation of the DPC and the DPC file will be hand delivered to the Dean or Vice President for Academic Affairs office on this date or the workday nearest this date. This date is established in order to allow two (2) weeks' time to appeal the recommendation of the DPC if the faculty member wishes.

<sup>20</sup> Recommendation of the DPC and the DPC file will be hand delivered to the Dean or Vice President for Academic Affairs office on this date or the workday nearest this date. This date is established in order to allow two (2) weeks' time to appeal the recommendation of the DPC if the faculty member wishes.

<sup>21</sup> In the case of clinical faculty on a 3 year appointment, review will take place in the spring of the 2<sup>nd</sup> year of the 3 year appointment. In this case of clinical faculty on a 5 year appointment, review will take place in the spring of the 4<sup>th</sup> year of the 5 year appointment.

<sup>22</sup> Recommendation of the DPC and the DPC file will be hand delivered to the Dean or Vice President for Academic Affairs office on this date or the workday nearest this date. This date is established in order to allow two (2) weeks' time to appeal the recommendation of the DPC if the faculty member wishes.

recommendation due to candidate and to Vice President for Academic Affairs.

- May 15:** For promotion evaluations, recommendation of CPC due to candidate.
- May 31:** For evaluation of three (3) year and five (5) year faculty, recommendation of DPC due to Vice President for Academic Affairs.<sup>24</sup>
- May 31:** For promotion evaluations, recommendation of DPC and CPC due to Vice President for Academic Affairs.
- August 15:** Postmark of College notification for three (3) and five (5) year renewal and promotion evaluations.

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<sup>23</sup> Recommendation of the DPC and the DPC file will be hand delivered to the Dean or Vice President for Academic Affairs office on this date or the workday nearest this date. This date is established in order to allow two (2) weeks' time to appeal the recommendation for the DPC if they faculty member wishes.

<sup>24</sup> Recommendation of the DPC and the DPC file will be hand delivered to the Dean or Vice President for Academic Affairs office on this date or the workday nearest this date. This date is established in order to allow two (2) weeks' time to appeal the recommendation of the DPC if the faculty member wishes.

## 2. Deadlines for Renewal and Promotion (continued)<sup>25</sup>

Evaluation	Evaluation Occurs During:	Renewal for:	Data from Candidate and file from Chairperson to DPC no later than:	Recommendation of Chairperson to Vice President for Academic Affairs and candidate.  Recommendation of DPC to candidate no later than:	Recommendation of CPC due to candidate	Recommendation of DPC to Vice President for Academic Affairs: <sup>26</sup>	College notification postmarked no later than: <sup>27</sup>
1	1 <sup>st</sup> year	2 <sup>nd</sup> year	First day of Spring Semester	February 10		February 20	March 15
2	2 <sup>nd</sup> year	3 <sup>rd</sup> year	October 5	November 1		November 15	December 15
3	3 <sup>rd</sup> year	4 <sup>th</sup> , 5 <sup>th</sup> and 6 <sup>th</sup> years	October 5	November 1		November 15	December 15
4 <sup>28</sup>	5 <sup>th</sup> year	7 <sup>th</sup> , 8 <sup>th</sup> and 9 <sup>th</sup> years	April 5	May 15		May 31	August 15
Promotion <sup>29</sup>			March 5	April 15 DPC recommendation also goes to CPC	May 15	May 31 Recommendation of DPC and CPC to Vice President for Academic Affairs <sup>30</sup>	August 15

<sup>25</sup> Exceptions to the deadlines will be permitted when a DPC recommendation in a 1<sup>st</sup> evaluation is appealed to the CAC. In such cases, the Chairperson of the CAC shall immediately notify the Vice President for Academic Affairs of the appeal. The deadlines by which the CAC must submit its recommendation to the Vice President for Academic Affairs and the deadline by which the College must notify the faculty member may be advanced by two (2) weeks or longer to allow time for the CAC to carry out its deliberations.

<sup>26</sup> Recommendation of the DPC and the DPC file will be hand delivered to the Vice President for Academic Affairs office on this date or the workday nearest this date. This date is established to allow two (2) weeks' time to appeal the recommendation of the DPC if the faculty member wishes.

<sup>27</sup> Exception in the tenure decision, where a positive action by the President of the College is required (Article X,A,1), failure of the College to notify faculty **BY MAIL** by this date will be considered a College decision in favor of the recommendation of the DPC, CPC, or CAD, if its recommendation has superseded that of the DPC.

<sup>28</sup> In the case of clinical faculty on a 3 year appointment, review will take place according to the above schedule in the spring of the 2<sup>nd</sup> year of the 3 year appointment. In the case of clinical faculty on a 5 year appointment, review will take place according to the above schedule in the spring of the 4<sup>th</sup> year of the 5<sup>th</sup> year appointment.

<sup>29</sup> Promotion to Clinical Associate Professor, Clinical Professor

<sup>30</sup> Recommendation of the DPC and the CPC file will be hand delivered to the Vice President for Academic Affairs office on this date or the workday nearest this date. This date is established to allow two (2) weeks' time to appeal the recommendation of the DPC or CPC if the faculty member wishes.

## **F. Clinical Faculty Switching to Tenure Line**

A member of the clinical faculty holding the proper credentials may be considered by the administration for a change to a tenure track position through a change in status form. Such faculty member should make such a request only after he or she has discussed the proposed change with his or her department chair, who should then advise the Dean and VPAA. In the event that the College makes such an appointment in its discretion, service toward tenure will begin at the time of the initial appointment to a tenure track position. This decision by the College is not subject to the grievance and arbitration process, but if the College chooses not to convert the faculty member to a tenure track position, the administration will inform the Association of the reason for the decision. Reasonable efforts will be made by all parties to make the final decision on the change of status request take effect prior to the start of the fall semester.

An Associate Clinical Professor holding a terminal degree and meeting the qualifications for tenure described in Article VI may apply and be considered for tenure under the guidelines and through the process set forth in Article X and any other relevant provisions of the collective bargaining agreement. If granted tenure, the faculty member's rank will change to Associate Professor and tenure will take effect at the beginning of the academic year following the President's decision. A denial of tenure through this process will not impact the faculty member's continued standing as an Associate Clinical Professor. In no circumstance may an Associate Clinical Professor be eligible for tenure earlier than would be the case if he or she had been working in a tenure track position.

## ARTICLE XIV

### LIBRARIANS

- A. Librarians will be employed on a twelve (12) month schedule. They will receive days off during which offices of the College are closed. Librarians will accrue vacation time at the rate of 1.75 days per month after the first ninety (90) days of full-time appointment. Vacation time must be used within the academic year and cannot be carried over to the next year, except for vacation time that was scheduled to be taken in the last two months of the vacation accrual period (whether academic or calendar year, whichever is applicable) but which was cancelled by the College. Vacation time can be scheduled during the year before it is earned. Upon separation of service, any earned and unused vacation time will be included in the employee's final pay check. Any unearned vacation time taken will be deducted from the employee's final pay check.

Vacation time must be requested and taken at a time approved by the Director of the Montante Family Library. Staffing needs, as established by the Director of the Montante Family Library, will determine the professional workload of library faculty.

- B. Evaluation of librarians shall proceed according to the following schedule: initial appointment and subsequent two (2) years will be for one (1) year periods. After three (3) years of continuous, acceptable service, librarians shall be eligible for extended appointments of three (3) years. Any further appointment of a librarian following six (6) years of continuous, acceptable service shall be for a term of three (3) years. After nine (9) years of continuous acceptable service, the employee is eligible for a five (5) year contract but will normally be offered a three (3) year contract. Recommendations for reappointment should be made by the library DPC, the Director of the Library and the Dean or Vice President for Academic Affairs to the College President. The completion of any term contract carries no real or implied obligation to an additional contract. The substance of this decision shall not be subject to the grievance procedure.
- C. The DPC of the Library shall use the following criteria when evaluating the librarians for renewal and promotion:
1. **Effectiveness in librarianship:** A proficiency and level of professional performance in areas which contribute to library services to students, faculty and the academic enterprise. This person should function effectively in all library situations as well as be effective in initiating and carrying out projects within the library.
  2. **Scholarship and Professional Activity:** A demonstrated concern for advancing and improving the level of the professional expertise and services through additional graduate study, work as a consultant, presentations, contributions to publications, leadership in local, regional and national professional organizations or attendance at conferences.

- 3. Effective College and Community Service:** A demonstrated record of participation in library and college governance, participation in professional organizations, community outreach efforts and civic service groups (including activity in the D'Youville Chapter of the AAUP).

A letter of evaluation shall be submitted to the Vice President for Academic Affairs by the Director of the Library (a copy of which shall be sent to the librarian) at the time of evaluation by the DPC.

- a. Renewal:** In making an evaluation for renewal, the DPC shall consider the criteria stated above. The committee will use the documents stipulated in Article X,B,3,B and any other information the DPC deems appropriate and necessary.
- b. Promotion:** In making an evaluation for promotion, the DPC shall consider the eligibility requirements and the criteria set forth in Article VI.
- c.** Copies of all evaluations and recommendations of the DPC shall become part of the librarian's professional file which shall be maintained in the office of the Director of the library.

#### **D. Deadlines for Librarian Personnel Actions**

##### **1. Deadline for Renewal and Promotion<sup>31</sup>**

- October 1:** Library Director inform librarians of deadlines for renewal and promotion.
- October 5:** For evaluations 2 and 3, data due to DPC from candidate and Director.
- November 1:** For evaluations 2 and 3, recommendation of DPC due to candidate and recommendation of Director due to candidate and Vice President for Academic Affairs.
- November 15:** For evaluations 2 and 3, recommendation of DPC due to Vice President for Academic Affairs.<sup>32</sup>

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<sup>31</sup> Exceptions to the deadlines will be permitted when a DPC recommendation in a 1<sup>st</sup> evaluation is appealed to the CAC. In such case, the chairperson of the CAC shall immediately notify the Dean or Vice President for Academic Affairs of the appeal. The deadlines by which the CAC must submit its recommendations to the Dean or Vice President for Academic Affairs and the deadline by which the college must notify the faculty member may be advanced by two (2) weeks to allow time for the CAC to carry out its deliberations.

<sup>32</sup> Recommendation of the DPC and the DPC file will be hand delivered to the Dean or Vice President for Academic Affairs' office on this date or the workday nearest this date. This date is established in order to allow two (2) weeks' time to appeal the recommendation of the DPC if the faculty member wishes.

- December 15:** For evaluations 2 and 3, postmark date for College notification.
- First day of Spring Semester:** For evaluation 1, data due to DPC from candidate and Director.
- February 10:** For evaluation 1, recommendation of DPC due to candidate and recommendation of Director due to candidate and Vice President for Academic Affairs.
- February 20:** For evaluation 1, recommendation of DPC due to Vice President for Academic Affairs.<sup>33</sup>
- March 5:** For promotion evaluation,<sup>34</sup> data due to DPC from candidate and Director.
- March 15:** For evaluation 1, postmark of College notification.
- April 5:** For evaluations of 3 year and 5 year librarians, data due to DPC from candidate and Director.
- April 15:** For promotion evaluations, recommendation of DPC due to candidate and CPC and recommendation of Director due to candidate and Vice President for Academic Affairs.
- May 15:** For evaluation of 3 year and 5 year librarians, recommendation of DPC due to candidate and recommendation of Director due to candidate and Vice President for Academic Affairs.
- May 15:** For promotion evaluations, recommendation of CPC due to candidate.
- May 31:** For evaluations of 3 year and 5 year librarians, recommendation of DPC due to Vice President for Academic Affairs.<sup>35</sup>
- May 31:** For promotion evaluations, recommendation of DPC and CPC due to Vice President for Academic Affairs.<sup>36</sup>

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<sup>33</sup> Recommendation of the DPC and the DPC file will be hand delivered to the Dean or Vice President for Academic Affairs' office on this date or the workday nearest this date. This date is established in order to allow two (2) weeks' time to appeal the recommendation of the DPC if the faculty member wishes.

<sup>34</sup> In the case of librarians on a 3 year appointment, review will take place in the spring of the 2<sup>nd</sup> year of the 3 year appointment. In the case of librarians on a 5 year appointment, review will take place in the spring of the 4<sup>th</sup> year of the 5 year appointment.

<sup>35</sup> Recommendation of the DPC and the DPC file will be hand delivered to the Dean or Vice President for Academic Affairs' office on this date or the workday nearest this date. This date is established in order to allow two (2) weeks' time to appeal the recommendation of the DPC if the faculty member wishes.

<sup>36</sup> Recommendation of the DPC and the DPC file will be hand delivered to the Dean or Vice President for Academic Affairs' office on this date or the workday nearest this date. This date is established in order to allow two (2) weeks' time to appeal the recommendation of the DPC if the faculty member wishes.

**August 15:** For evaluations of 3 year and 5 year librarians and promotion evaluations, postmark of College notification.

**2. Deadlines for Renewal and Promotion (continued)<sup>37</sup>**

Evaluation	Evaluation Occurs During:	Renewal for:	Data from Candidate and file from Chairperson to DPC no later than:	Recommendation of Chairperson to Vice President for Academic Affairs and candidate.  Recommendation of DPC to candidate no later than:	Recommendation of CPC due to candidate	Recommendation of DPC to Vice President for Academic Affairs. <sup>38</sup>	College notification postmarked no later than: <sup>39</sup>
1	1 <sup>st</sup> year	2 <sup>nd</sup> year	First day of Spring Semester	February 10		February 20	March 15
2	2 <sup>nd</sup> year	3 <sup>rd</sup> year	October 5	November 1		November 15	December 15
3	3 <sup>rd</sup> year	4 <sup>th</sup> , 5 <sup>th</sup> and 6 <sup>th</sup> years	October 5	November 1		November 15	December 15
4 <sup>40</sup>	5 <sup>th</sup> year	7 <sup>th</sup> , 8 <sup>th</sup> and 9 <sup>th</sup> years	April 5	May 15		May 31	August 15
Promotion to Associate Librarian or Librarian			March 5	April 15  DPC recommendation also goes to CPC	May 15	May 31 Recommendation of DPC and CPC to Vice President for Academic Affairs <sup>41</sup>	August 15

<sup>37</sup> Exceptions to the deadlines will be permitted when a DPC recommendation in a 1st evaluation is appealed to the CAC. In such cases, the Chairperson of the CAC shall immediately notify the Vice President for Academic Affairs of the appeal. The deadlines by which the CAC must submit its recommendation to the Vice President for Academic Affairs and the deadline by which the College must notify the faculty member may be advanced by two (2) weeks or longer to allow time for the CAC to carry out its deliberations.

<sup>38</sup> Recommendation of the DPC and the DPC file will be hand delivered to the Vice President for Academic Affairs office on this date or the workday nearest this date. This date is established to allow two (2) weeks' time to appeal the recommendation of the DPC if the faculty member wishes.

<sup>39</sup> Exception in the tenure decision, where a positive action by the President of the College is required (Article X,A,1), failure of the College to notify faculty **BY MAIL** by this date will be considered a College decision in favor of the recommendation of the DPC, CPC, or CAD, if its recommendation has superseded that of the DPC.

<sup>40</sup> In the case of clinical faculty on a 3 year appointment, review will take place according to the above schedule in the spring of the 2nd year of the 3 year appointment. In the case of clinical faculty on a 5 year appointment, review will take place according to the above schedule in the spring of the 4th year of the 5 year appointment.

<sup>41</sup> Recommendation of the DPC and the CPC and the DPC file will be hand delivered to the Vice President for Academic Affairs office on this date or the workday nearest this date. This date is established to allow two (2) weeks' time to appeal the recommendation of the DPC or CPC if the faculty member wishes.

## **ARTICLE XV**

### **CHAIRPERSONS OF DEPARTMENTS**

#### **A. Criteria**

1. The Department Chairperson, where feasible, should ordinarily possess:
  - a. An earned doctorate or appropriate terminal degree in the field in which he/she is teaching or a closely allied field.
  - b. A minimum of five (5) years of effective teaching experience at the college level.
  - c. Tenure and hold a minimum rank of assistant professor.
  - d. Exceptional competence in his/her field.
  - e. Leadership and administrative capabilities.
2. Waiver of one or more of the above qualifications will be permitted when the candidate demonstrates strength in other designated areas.

#### **B. Responsibilities**

Chairpersons, in consultation with their respective faculty, shall be responsible to the Dean or Vice President for Academic Affairs or his/her designee for the supervision of the personnel and the implementation of the educational programs of the department for which they serve as chairpersons. Chairpersons shall have such other powers, duties and responsibilities as may be assigned by the Vice President for Academic Affairs.

#### **C. Selection of Department Chairpersons**

1. The selection and retention of department Chairpersons shall be determined by the Vice President for Academic Affairs with the approval of the President which determination shall not be subject to the grievance procedure herein.
2. At the request of the Vice President for Academic Affairs, each department, on the basis of a majority of full-time faculty members in such department, will recommend by a date established by the Vice President for Academic Affairs one (1) or more full-time faculty members of the department to serve as Chairperson. The Vice President for Academic Affairs will forward his/her selection, along with recommendations of the department, to the President. The Vice President for Academic Affairs, in

the event the recommendation of the department is rejected, will communicate the circumstances to the department.

3. The Vice President for Academic Affairs can request several recommendations if he/she chooses before making the final determination and the department will comply if possible. In the event no acceptable candidates are presented, the Vice President for Academic Affairs can direct that a search be conducted for a candidate from outside the department.
4. In exceptional circumstances, with the concurrence of the Vice President for Academic Affairs, the department may recommend a person outside the department for Chairperson.
5. The method of selection of the candidates to be recommended to the Vice President for Academic Affairs will be determined by the full-time faculty members of the department. At least a majority of the full-time faculty members of the department must approve the recommendations concerning candidate(s) for the position.
6. Department Chairpersons may be recalled by the exclusive determination of the President, which determination shall not be subject to the grievance procedure herein. In addition, each department shall establish a procedure by which it may recommend to the President the recall of a Chairperson, which procedure shall require a two-thirds majority of the full-time faculty members of the department.
7. The Vice President for Academic Affairs will appoint a member of the full-time faculty of the department as acting Chairperson to fill a vacancy until the appointment of a candidate has been made.
8. The term of office of a department Chairperson will be from one (1) to three (3) years. The term is renewable by the usual selection procedure. The Chairpersons will be reviewed annually by the Vice President for Academic Affairs. Beginning the first June following the execution of the 2017-2021 Agreement, a chairperson's responsibilities and compensation will begin on June 1 of each year. The College will make reasonable efforts to appoint any new chairperson one month prior to the end of an outgoing chairperson's term.
9. The department Chairperson will be entitled to:
  - a. A reduction in his/her teaching load to either three (3) or six (6) credit hours per semester.
  - b. In extraordinary circumstances as determined by the Dean or Vice President for Academic Affairs in consultation with the department,

the teaching load of department Chairpersons may be reduced more than six (6) credit hours per semester.

- c. In extraordinary circumstances, the department Chairperson, in consultation with the Vice President for Academic Affairs and the department, may teach more than six (6) credit hours per semester.
  - d. In the event that a non-tenured faculty is appointed as department Chairperson, he/she will normally be considered for tenure in his/her third year.
- 10.** In a given academic year, a department Chairperson shall be entitled to a reassignment from teaching to administrative duties of at least six (6) credits each semester and a stipend of at least \$6,500.00 annually, if the department has at least sixteen (16) full-time faculty members (including faculty on leave) as of October 1st of academic year.
- If the department has less than sixteen (16) full-time members (including faculty on leave), a department Chairperson shall be entitled to a reassignment from teaching to administrative leave of at least three (3) credits each semester and an annual stipend of at least \$5,500.00.
- 11.** The department Chairpersons of the College shall teach at least three (3) credit hours per semester.
- 12.** A committee of the Vice President for Academic Affairs and two (2) other appointees by the Vice President for Academic Affairs and three (3) AAUP members appointed by the AAUP Executive Committee will be established to examine the standards and criteria for Chairperson compensation. The statement prepared by this committee will be subject to a vote by the membership of the AAUP and, if accepted and approved by the President, placed in the contract.

## ARTICLE XVI

### SALARIES

#### A. Salary

##### 1. Minimum Annual Salary

- a. Minimum annual salaries to be increased effective September 1, 2017 and thereafter as set forth below. The parties agree that there is no agreement on further increases after September 1, 2020, and that no further increase will take effect in the absence of a subsequent signed agreement.
- b. Minimum annual salaries for this contract period will be:

Level	9/1/17	9/1/18	9/1/19	9/1/20
Instructor, Clinical Instructor, Assistant Librarian I	\$46,215	\$\$48,165	\$\$50,215	\$52,265
Assistant Professor, Clinical Assistant Professor, Assistant Librarian II	\$50,394	\$\$52,344	\$\$54,394	\$56,444
Associate Professor, Clinical Associate Professor, Associate Librarian	\$58,920	\$\$61,070	\$\$63,320	\$65,570
Professor, Clinical Professor, Librarian	\$75,109	\$\$77,459	\$\$79,909	\$82,359

##### 2. Promotional Increases

- a. For promotion in rank, annual base salary will be increased to at least the minimum for that grade as noted above. Such increases will be effective with the effective date of the promotion.

- b. With a promotion the salary will be increased by the greater of an increase to the minimum or the amount stated below:
  - 1) Promotion to the rank of assistant professor, assistant librarian II or clinical assistant professor, the minimum promotional increase will be \$2,000.00 annually.
  - 2) Promotion to the rank of associate professor, associate librarian or clinical associate professor, the minimum promotional increase will be \$3,000.00 annually.
  - 3) Promotion to the rank of professor, librarian or clinical professor, the minimum promotional increase will be \$5,000.00 annually.

**3. General Annual Salary Increases**

- a. Effective September 1st for all covered by this agreement who have been hired by the prior September 1<sup>st</sup>, there shall be a general wage adjustment to annual base salary after any increase to minimum salary and/or promotional increase as follows:

Level	9/1/2017	9/1/2018	9/1/2019	9/1/20
Instructor, Clinical Instructor	\$1,850	\$1,950	\$2,050	\$2,050
Assistant Professor, Clinical Assistant Professor	\$1,850	\$1,950	\$2,050	\$2,050
Associate Professor, Clinical Professor	\$2,050	\$2,150	\$2,250	\$2,250
Professor, Clinical Professor	\$2,250	\$2,350	\$2,450	\$2,450

The parties agree that there is no agreement on further increases after September 1, 2020, and that no further increases will take effect in the absence of a subsequent signed agreement

- b. For the purposes of this Article, a faculty on sabbatical or family and medical leave shall be eligible for all base salary adjustments. Faculty on any other type of leave shall be eligible for all adjustments to base except annual salary increases.
- c. The College reserves the right to escalate or exceed any existing wages or benefits provided herein with respect to any and all of the employees covered by this agreement.

## ARTICLE XVII

### FRINGE BENEFITS

During the term of the contract, the College may change the carrier of medical, life and disability insurance provided that the coverage is equal to or better than existing coverage and the cost to the employee remains comparable. Such changes will be discussed and agreed upon with the AAUP Executive Committee prior to implementation.

#### **A. Workman's Compensation**

Workman's Compensation benefits are provided to all faculty covered by this Agreement to the extent mandated by law.

#### **B. Medical and Dental Insurance**

During the term of this contract, the College's contribution will not fall below eighty percent (80%) of the cost of the selected program and will not exceed eighty percent (80%) of the Blue Cross POS203 program.

Possible changes in health care programs must be discussed and agreed with the Executive Committee of the D'Youville Chapter of the AAUP or its designee.

In the event the Blue Cross Blue Shield POS 203 plan becomes unavailable or there are changes to health insurance carriers and/or health insurance programs being offered through the Consortium or otherwise, the College may continue to offer comparable health insurance. Such comparable health insurance will be identified and selected after discussion and agreement with the Executive Committee of the D'Youville Chapter of the AAUP or its designee about the same. Comparability will be determined on the basis of, among other things, availability, benefits (including, without limitation, deductible and co-payments), and premium cost.

In the event federal or state legislation, passed after the ratification and execution of this Agreement, makes any provision of Article XVII no longer possible or feasible, the parties shall meet to negotiate appropriate changes to this Article. In addition, the parties acknowledge the potential for the agreed-upon health benefit plans to become subject to the excise tax mandated by the Patient Protection and Affordable Care Act. The College agrees that, in the event such excise tax it to take effect, the College will propose plan options of benefit value below the mandates thresholds in an effort to avoid the excise tax. Should the bargaining unit select, negotiate and approve a plan with benefit value that exceeds the mandates thresholds causing the plan to incur an excise tax liability, the bargaining unit members enrolled in the plan will be responsible for satisfying that liability through an increase in established payroll deductions for health plan benefits.

The College will provide dental insurance to employees. Employees shall be responsible for the full cost of the premiums. The dental plan offered shall be the same plan offered to other employees at the College. In the event the College seeks to provide dental insurance through a different plan, the College will provide the Union with notice and an opportunity to discuss the change.

**C. Social Security**

Social Security benefits will be provided to all faculty covered by this agreement to the extent mandated by law.

**D. Life Insurance**

The College will provide all faculty covered by this agreement who have completed two (2) full years of continuous employment Group Term Life Insurance in the amount of one and one half (1½) times annual regular salary (decreasing at age 65 and further at age 70). Those holding the rank of associate professor or professor are eligible without a waiting period. This shall be the same policy that covers the College administrators. If during the term of this contract a change of carriers is made, notification must be provided to the President of the D'Youville College Chapter of the AAUP.

**E. Retirement**

1. The College shall continue to make available to all full-time faculty covered by this agreement immediate eligibility (effective the first (1<sup>st</sup>) of the month following date of hire) in the College's retirement program through the Teachers Insurance and Annuity Association of America (TIAA) or AIG Retirement.
2. The faculty electing to participate in the program may select a contribution rate in the form of a payroll deduction of one percent (1%), two percent (2%), three percent (3%), four percent (4%) or five percent (5%) of their base annual salary. The college will match the faculty contribution and will contribute an additional two percent (2%) of the base annual salary.

The College shall submit the amount withheld from pay and the College contribution within ten (10) working days of published pay days.

**F. Disability Insurance**

The College shall continue to provide to all full-time faculty covered by this agreement that have completed two (2) full years of continuous service Group Total Disability Benefits Insurance which is underwritten by the Hartford according to the terms of the Certificate of Coverage. The amount of the coverage shall be seventy percent (70%) of the base monthly salary, not to exceed \$5,000.00 per month. Faculty holding the rank of associate professor and professor are eligible upon completion of one (1) year of service. The

administration may make a change in carrier of the policy during the period of the contract subject to the approval of the individual serving as President of the D'Youville College Chapter of the AAUP at the time of the proposed change. The College does not determine the criteria and qualifications for payment.

## **G. Academic Schedule**

1. Except for those days when classes are not in session, the faculty member is expected to be available for work from the first day of fall semester classes until the date that semester grades are due and from the first day of spring semester classes until commencement. However, under extenuating circumstances, as judged by the Dean or Vice President for Academic Affairs or the President, in consultation with the Department Chairperson, the faculty member may also be required to be available for a period of not more than one (1) week prior to the beginning of a semester or two (2) weeks after commencement. Such periods will be used only for matters which are essential to the academic program and cannot be handled reasonably during the academic semester. Any planned use of such time will be scheduled as close to the beginning or end of the semester as is reasonably possible.
2. Notwithstanding the foregoing, the College may assign faculty members in the Pharmacy School and Chiropractic Department to twelve-month schedules. Such twelve-month faculty members will accrue twenty-one (21) vacation days at the rate of 1.75 days per month beginning immediately after the first ninety (90) days of full-time appointment. To the extent such a full-time faculty member regularly works less than five days a week, his or her accrual rate will be prorated such that he or she will receive the equivalent of four (4) weeks of vacation plus one (1) additional day. (For example, faculty members who regularly work four (4) days a week would be entitled to seventeen (17) days of vacation. In the event they take, for example, one week of vacation, they would not be expected to work during any part of that week.) Vacation time must be used during the year and cannot be carried over to the next year, except insofar as vacation scheduled to be taken in the last two months of the vacation accrual period (whether academic or calendar year, whichever is applicable) is cancelled by the College. Vacation time can be scheduled during the year before it is earned. Upon separation of service, any earned and unused vacation time will be included in the employee's final pay check. Any unearned vacation time that was taken prematurely will be deducted from the employee's final pay check. Vacation time must be requested and approved by the department chair or program director prior to usage.

In addition, to the extent any faculty member, at the time this Agreement was entered into, worked a schedule other than that set forth in Article XVII.G.1, they may continue to do so, regardless of the Department or

School to which he or she is assigned. Otherwise, with the exception of those faculty members in the above-referenced categories, any schedule other than that set forth in Article XVII.G.1 must be agreed to by the College and the Union.

3. The academic year consists of two (2) semesters of approximately sixteen (16) consecutive weeks each as stipulated on the official college calendar, the first beginning near the first (1st) of September and the second near the end (middle) of January.

## **H. Tuition Remission**

1. The D'Youville tuition remission for spouses and dependent children applies to students attending the regular fall, spring or summer semester at D'Youville College. To be eligible for tuition remission, the faculty member must be full-time and the spouse or dependent child must:
  - a. Be a full-time student (except in the summer)
  - b. Complete all tuition assistance eligibility forms in the appropriate manner for fall, spring and summer semester.
  - c. Meet the admissions requirements for the baccalaureate or master's program for which they are applying. Dependent/spouse waivers are not available for the MBA, doctoral and study abroad programs.

Dependent children are classified as unmarried sons or daughters, including adopted sons or daughters and stepsons and stepdaughters providing they meet the qualifications for dependent children as defined by the Internal Revenue Service Code.

2. The benefit of tuition remission will cease immediately upon the termination of employment.
3. The amount of tuition remission will be determined after all private, state and federal awards are allocated.
4. A written request for a waiver of tuition for dependent children must be submitted to the Human Resources Office by July 31st for the fall semester, November 30th for the spring semester and by April 30th for the summer semester.
5. The College is a member of several consortia of colleges offering tuition exchange programs. The dependent children of faculty are eligible to apply for tuition waivers at other member colleges under any one of these programs under the procedures as established by the College, the consortia and the college to which the application is made.

## **I. Tuition Waiver For Courses**

Full-time faculty covered by this Agreement shall be permitted to take tuition-free, credit or non-credit courses at D'Youville College. Full-time faculty required to complete a doctoral degree as a condition of employment shall be granted tuition waivers for D'Youville courses toward that degree if they are accepted by the appropriate entrance committee. For purposes of this provision, a condition of employment shall mean where, at the time of hire or transfer, a doctoral degree is required for the faculty member to be promoted within the line (clinical or tenure track) for which he or she was hired or transferred. Further, in the event a faculty member is approved for a doctoral program at D'Youville in order to satisfy changing accreditation requirements within his or her department, he or she will receive a tuition waiver. The tuition waivers referenced above are whole waivers except insofar as the faculty member has not complied with the CEP policy, including its service commitment

In those instances where the doctoral or other terminal degree is not offered by D'Youville or is not a condition of employment for the faculty member's existing position, the faculty member may apply to the Vice President for Finance for whole or partial tuition waiver or payment. The Vice President for Finance, in consultation with the President and appropriate Dean and Chairperson of the faculty member's department, will consider such applications in their discretion.

Except as expressly stated herein, the tuition waiver will continue to be subject to the CEP policy, which is attached hereto as Addendum B.

## **J. Leave of Absence**

All leaves of absence require approval of the President of the College which shall not be unreasonably denied.

Any faculty member who fails to resume active employment within three (3) workdays of the end of the leave of absence will be considered to have abandoned his/her position and resigned.

Time spent on professional or personal leaves or extensions of the probationary period as specified in Article VI, shall not be deemed an interruption in service to D'Youville College but shall not count toward time to be accrued for tenure, promotion or other leaves unless otherwise agreed by the individual, the Association and the President of the College at the granting of the leave. The effect of these personal or professional leaves on the timing of actions to be taken in accordance with Article X,B shall be agreed upon in writing at the time of the granting of the leave, with preference for dates of consideration to be kept in line with those specified in Article X,B.

The President of the College may grant or reject such requests for sabbatical, professional or personal leaves and such decisions shall not be subject to the grievance procedure.

## **1. Sick Leave**

- a. In the event that any full-time faculty member covered by this agreement is required to be absent due to an extended illness or disability beyond five (5) calendar days and as established by a physician's statement, the President shall grant such faculty member full salary for a period of leave not to exceed:
- Six (6) weeks for faculty with less than ten (10) years of full-time service
  - Seven (7) weeks for faculty with ten (10) years but less than fifteen (15) years of full-time service
  - Eight (8) weeks for faculty with fifteen (15) years but less than twenty (20) years of full-time service
  - Nine (9) weeks for faculty with twenty (20) or more years of full-time service

Faculty are expected to use sick leave for any day on which classes are in session and they are not able to be on campus or at their work place, should that be at an off campus site. All fringe benefits will continue while a faculty member is on physician documented sick leave. Paid or unpaid sick leave counts toward leave under the Family and Medical Leave Act (FMLA).

- b. Following the expiration of the full salary sick leave, the faculty member who by reason of a physician's statement is still unable to assume full professional obligations shall continue on short term disability leave. Such faculty member shall receive seventy five percent (75%) of his/her salary up to a maximum of \$5,000.00 per month for the period of up to six (6) months from the beginning of short term disability. Following six (6) months of continuous illness, the employee who has coverage under the Long Term Disability Insurance Plan (see eligibility under disability insurance Article XVII, F) may apply for benefits under the plan.

While on disability leave, the full-time faculty member covered by this agreement may participate in one (1) of the College's health insurance programs with costs shared as specified in this agreement (Article XVII, B). Faculty must apply for Medicare when eligible and when entitled to Medicare may choose to participate in a college health insurance program but they are responsible for the full cost of the premiums. All other benefits would cease when long term disability commences.

- c. Faculty shall comply with College policy with respect to sick leave as contained in Addendum C. The College may, at its discretion, require the faculty member to be examined by a physician of the College's choice at no cost to the faculty member.

## **2. Sabbatical Leave**

A faculty member, after seven (7) consecutive years of service as a full-time faculty member at D'Youville College or three and one half (3½) years or seven (7) consecutive years of service since returning from a sabbatical leave, may request a sabbatical leave for the pursuit of scholarly study and research. Faculty requesting such leave shall submit a written application to the President of the College, accompanied by a plan of study (including a statement setting forth the activities to be undertaken and the values to be derived not only for the individual but also for the College), by November 15<sup>th</sup> of the year prior to the academic year in which the leave requested. The application must include a written promise to return to employment with the College for two (2) years upon completion of such a leave. Faculty will be paid full salary if the leave is for one (1) semester and one half (½) salary if for a full year. (If applying after three and one half (3½) years, only one (1) semester and one half (½) salary would be available.) Fringe benefits will continue at the level of full compensation except for retirement benefits which, in the case of one half (½) salary, shall be adjusted accordingly. A copy of the application and accompanying materials shall be sent to the Vice President for Academic Affairs and department Chairperson. The President of the College ordinarily will announce the awards of sabbatical leave by February 15<sup>th</sup> for the academic year beginning in September.

## **3. Professional Leave**

The President of the College may grant professional leaves for those faculty members who have not fulfilled the stated requirements for sabbatical leave. The time, duration, compensation and benefits, if any, are to be determined at the President's discretion. Professional leave may be granted for such purposes as completion of doctoral degree, research or other professional advancement activities.

#### **4. Personal Leave**

Upon a faculty member's written request, the President of the College may grant a personal leave of absence, the time, duration, compensation and benefits to be determined by the President of the College. Under normal circumstances, the written request shall be submitted at least one (1) month prior to the requested leave and shall state and document, if required, the reasons therefore. Such leave may, upon written request, be extended at the exclusive discretion of the President of the College. If such leave is granted without compensation or benefits, a faculty member may continue medical insurance at no cost to the College.

#### **5. Military Leave**

Military leave benefits shall be available to all faculty covered by this agreement only to the extent mandated by statute.

#### **6. Bereavement Leave**

In the event that a faculty member is bereaved by the death of a husband, wife, son, daughter, mother, father, mother-in-law, father-in-law, brother, sister or grandparent such faculty member may absent himself/herself from work with pay for a period of three (3) consecutive work days, provided:

- a. The faculty member attends the funeral.
- b. The three (3) days referred to above include the day of the funeral.
- c. The limit on allowable days may be extended in extenuating circumstances as determined by the President of the College.

#### **7. Jury Duty Leave**

- a. A faculty member who is summoned and is actually required to attend and serve as a juror will be paid the difference between the juror's fee and the wages that such faculty member would have earned during the time actually lost from work due to such jury duty.
- b. The faculty member shall be required to:
  - 1) Notify the department Chairperson when he/she is notified to report for jury duty.
  - 2) Return to the department Chairperson a completed form certified by the Court Clerk.

- 3) Cooperate with the College in requesting excuse or delay from jury duty where the faculty member's absence will adversely affect the College's operation.
- 4) Report back for work immediately after he/she is released from the responsibilities of jury duty.

**8. Domestic Partner Benefit**

Extension of benefits to domestic partners and their children will be placed into a Memorandum of Understanding.

## ARTICLE XVIII

### FACULTY OVERLOAD and SUMMER SESSION TEACHING

**A.** Full-time faculty, except in extraordinary circumstances, will be given the first priority to teach an overload course in their area of expertise during the regular academic year. They will be given similar consideration for summer session teaching. Overload courses are in addition to a faculty member's regular teaching responsibilities as defined in Article VIII, Instructional Load. Schedules for faculty overload and summer teaching compensation will be subject to continuing study and review for appropriateness by the College.

#### **B. Overload Compensation**

1. Effective September 1, 2017, compensation for overloads only for full-time faculty covered by this agreement will be according to the following schedule, based on three (3) credits:

<b>Level</b>	<b>9/1/17</b>	<b>9/1/19</b>
Instructor, Clinical Instructor	\$2,975	\$3,050
Assistant Professor, Clinical Assistant Professor	\$3,075	\$3,150
Associate Professor, Clinical Associate Professor	\$3,180	\$3,255
Professor, Clinical Professor	\$3,280	\$3,355

2. Overload compensation for full-time faculty covered by this agreement, including faculty with administrative duties, will be limited to six (6) credit hours per semester.
3. Directed study compensation will be \$360.00 per three (3) credit hour course per student, effective January 14, 2008.
4. In the event a faculty member who works under a regular, two-semester contract (i.e., fall and spring) is assigned less than 24 credit hours during the regular academic year despite a willingness and ability on the part of the faculty member to accept them, he or she will not be required to make up the credit hours in the summer or at any later time and with no reduction in pay or benefits.

## **ARTICLE XIX**

### **RETIREMENT POLICY**

- 1.** Members of the faculty who wish to retire from full-time faculty status under the provisions of the retirement systems of which they are a member should notify and consult with the Vice President for Academic Affairs regarding the effective date of retirement.
- 2.** Members of the full-time faculty who retire in good standing may be granted their academic rank emeritus at the time of retirement by the President of the College. The Faculty Council makes nominations to the respective Dean or Vice President for Academic Affairs who submits recommendations to the President.

A committee consisting of administration appointees and faculty designated by the AAUP Executive Committee will be formed to address a comprehensive retirement policy to be approved by the membership of the AAUP and the college.

## **ARTICLE XX**

### **INTELLECTUAL PROPERTY**

#### **A. Scope**

This Article sets forth the rights and obligations of the parties hereto as to intellectual property rights of the College and of the members of the bargaining unit, such rights to include, but not to be limited to, rights in intellectual property that can be trademarked, copyrighted or patented.

#### **B. Definitions**

##### **1. Copyright/Copyrightable**

- a. Literary works
- b. Musical works, including any accompanying words
- c. Dramatic works, including any accompanying music
- d. Pantomines and choreographic works
- e. Pictorial, graphic and sculptural works
- f. Motion picture and other audiovisual works
- g. Sound recordings
- h. Architectural works
- i. Computer programs

##### **2. Intellectual Property**

Any trademarkable, copyrightable or patentable matter or any intellectually created tangible things or matter including, but not limited to, books, tests, articles, monographs, glossaries, bibliographies, study guides, laboratory manuals, syllabi, tests and work papers, lectures, musical and/or dramatic compositions, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio tapes and cassettes, computer programs, live video and audio broadcasts, programmed instruction materials, drawings, paintings, sculptures, photographs and other works of art.

##### **3. Patent/Patentable**

- a. Inventions or discoveries which constitute any new and useful process, machine, manufacture or composition of matter or any new and useful improvement thereof, as such is further defined in 35 USC sections 100, 101.
- b. Designs, being new, original and ornamental designs for an article made, as such is further defined in 35 USC section 171, et seq.

- c. Plant patents, being for the sexual reproduction of a distinct and new variety of plant, including cultivated spores, mutants, hybrids and newly-found seedlings, other than a tuber propagated plant or plant found in an uncultivated state, as such is further defined in 35 USC 161, et seq.

#### **4. Trademark/Trademarkable**

Any word, name, symbol or devise or combination thereof adopted and used by an employee to identify his/her goods and distinguish them from those made, manufactured or sold by others.

### **C. Ownership and Limitations**

1. Except as limited below in Section C, 2, 3 and 4, it shall be presumed that intellectual property created, made or originated by an employee covered by this agreement shall be the sole and exclusive property of such employee for perpetuity or so long as the federal law applicable thereto allows and the employee may choose individually to contract away such property in full or in part. Creatorship of intellectual property shall be presumed in the claiming employee as against the College. Intellectual property created by the employee in the fulfillment of the employee's normal duties and responsibilities under this collective bargaining agreement is presumed to belong to the employee for proprietary or marketing purposes outside of the College but is available to the College for internal review and for review by external agencies regulating the College.
2. The College shall have the right to purchase intellectual property created, made or originated by an employee. If the College does not exercise this right and Section C, 4 and/or 5 are not applicable, ownership shall vest in the employee as outlined in Section C, 1 above. Notwithstanding the foregoing, the College shall retain a permanent license to use for pedagogical purposes associated with teaching courses at the College, any and all syllabi created, made, or originated by an employee in the course of his or her duties and responsibilities for the College. During the term of this Agreement, the College will not make any material changes to the general expectations for syllabi without the consent of the Union. For the purposes of this Agreement, a syllabus includes the course description, the expected course learning outcomes, course objectives, integrity policy, grading percentages, and list of suggested texts and materials.
3. The College is the presumed owner of intellectual property only when the College enters into an agreement with the employee to specifically create such specified intellectual property in exchange for compensation and the

agreement specifically outlines the development obligations and the College's exclusive ownership.

4. The College and the employee are joint owners of intellectual property when they enter into a specific agreement to create such intellectual property and such agreement shall define the development obligations and ownership share of each party.
5. Nothing in this Article shall relieve the employee of the obligation to prepare syllabi, assignments and tests for students in their program or department and to use such materials in classroom instruction without the expectation of royalty payments by the College for the materials.

**D. Use of Funds From Sale of Intellectual Property**

1. Funds received by the College from the sale of intellectual property owned by the College shall be allocated and expended as determined solely by the College.
2. Funds received by the employee and by the College from the sale of intellectual property owned jointly by the employee and the College shall be allocated and expended in accordance with the specific agreement negotiated by the employee and the College concerning such jointly owned intellectual property.

**E. Obtaining Copyrights, Patents or Trademarks**

It shall be the obligation of the creator of the intellectual property to act to protect his/her rights pertinent thereto under the law at the creator's sole cost and expense. Nothing set forth herein shifts the aforesaid obligation from the employee to either the College or the Union.

**F. Development Obligations**

1. It is understood that intellectual property development by employees on or off College time, except for those materials for which the College had specifically contracted prior to August 31, 1999 shall remain the property of such employees but shall continue to be used for the benefit of the College while the employee remains an employee of the College.
2. The resources, including materials and time, required to develop intellectual property shall be provided by the presumed owner of the intellectual property. Intellectual property may be used in the classroom to further its efficacy and efficiency without jeopardizing this section of the agreement.

## **ARTICLE XXI**

### **NON-DISCRIMINATION**

Neither party to the Agreement shall discriminate against any applicant for employment or faculty member covered by this Agreement with regard to sex, age, creed, race, color, disability, sexual orientation, gender identity, or national origin, or any other category protected by law.

## **ARTICLE XXII**

### **SAVINGS CLAUSE**

If any provision of the Agreement is or shall be at any time contrary to law or determined by an administrative agency or court of competent jurisdiction to be invalid, such provision shall not be applicable, performed or enforced except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be contrary to law, all remaining provisions of this Agreement shall be maintained in full force and effect to the extent not invalidated by such determination.

## **ARTICLE XXIII**

### **TOTAL AGREEMENT CLAUSE**

Except as provided herein, neither the Association nor the College shall be required by the other to renegotiate any provision of this Agreement during the term thereof. Any part of the contract may be renegotiated by mutual agreement of the College and the Association.

## ARTICLE XXIV

### REQUEST FOR INFORMATION

#### **A. AAUP-D'Youville Chapter May Request the Following Information From the President of the College on an Annual Basis**

1. A listing of full-time faculty salaries by rank, without names.
2. Summary data of faculty use of the following employee benefits:
  - a. Retirement participation
  - b. Medical insurance participation
  - c. Tuition remission
  - d. Tuition waivers
  - e. Leaves of absence
3. Summary of faculty instruction load by division, including:
  - a. Number of full-time faculty
  - b. Number of part-time faculty
  - c. Number of student credit hours
4. An annual report of the external audit of the College and Internal Revenue Service Forms 990 to be received after the reports are accepted by the Board of Trustees.
5. Divisional policies regarding load equivalencies (Article VIII).

#### **B. Use of Requested Information**

1. The AAUP-D'Youville Chapter is authorized use of this material for internal purposes only.
2. Release to outside agencies is not permitted under terms of this Agreement.

## **ARTICLE XXV**

### **FINAL AGREEMENT**

This Agreement is subject to amendment, alteration or addition only by a subsequent written agreement between and executed by the College and the Association. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all these terms and conditions. The parties acknowledge that during the negotiations that resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

## **ARTICLE XXVI**

### **RIGHTS OF THE ASSOCIATION**

#### **A. Use of College Facilities**

Duly authorized representatives of the AAUP shall be permitted access to and use of the property and facilities of the College for the purpose of conducting AAUP business, provided that:

1. Such access to or use of the property and facilities of the College shall not interfere with or interrupt College operations or other faculty members in the performance of their duties.
2. No faculty member shall engage in AAUP activities during the time that he/she should be performing teaching or other duties to the College.
3. Such access to or use of the property and facilities of the College does not result in additional cost or expense to the College.

#### **B. Dues Check Off**

The College agrees to provide a dues check off procedure by which full-time faculty may pay national AAUP dues. When a faculty member has opted for dues check off, it will remain in effect from year to year. The Association is required to inform such members each year of the amount of dues and that they can terminate the arrangement. A statement of the process for carrying out the procedure will be maintained by the College's Human Resources Office and the AAUP. Application to use this process will be made on a form agreed upon by the Human Resources Office and the AAUP.

**ARTICLE XXVII**

**DURATION and SIGNATURE CLAUSE**

The provisions of this agreement, unless specifically excepted within the agreement are effective as of **September 1, 2017** and will continue in full force until and including **August 31, 2021**. Thereafter, the agreement will continue in full force and effect. Either party that wishes to modify the agreement notifies the other in writing during the academic year in which this agreement expires and no later than either January 2, of its desire to modify this agreement. Each party is then required to consider the request of the other to modify this agreement and to bargain in good faith and achieve an amicable resolution of all issues in accord with the long and mutually constructive history of the relation between the AAUP and the College.

The parties, unless waived or extended by mutual agreement, must, within thirty (30) days of receipt of such notice, commence negotiations at which meeting the parties will simultaneously exchange their respective proposals.

**D'YOUVILLE COLLEGE**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**D'YOUVILLE COLLEGE CHAPTER, AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## ADDENDUM A

The following are the eligibility requirements for promotion for all faculty whose appointment became effective prior to January 1, 1990:

### **Assistant Professor**

Ordinarily, the minimum requirement is a master's degree in academic fields. For faculty members of this rank, the College regards the possession of the doctorate as highly desirable.

1. **Promotion:** A full-time assistant professor becomes eligible for promotion to associate professor after a minimum of three (3) years of successful faculty performance as implied by other sections of this contract.

### **Associate Professor \***

Ordinarily, the degree required is the doctorate or a terminal degree plus thirty (30) credit hours of study as approved by the Vice President for Academic Affairs and the division. Appointment to this rank presupposes evidence of continuing and increasing achievement in scholarly and professional pursuits.

1. **Promotion:** An associate professor holding a doctorate or a terminal degree plus sixty (60) credit hours of graduate study in appropriate subjects as approved by the Vice President for Academic Affairs may be advanced to the rank of professor normally after ten (10) years of successful faculty performance as implied by other sections of this contract.

### **Professor \***

Appointment or promotion to the rank of professor ordinarily presupposes the distinguished fulfillment of all requirements of the lower academic ranks.

**\*In the case of faculty holding the rank of Assistant Professor or Associate Professor whose full-time appointment became effective prior to September 1977 the following applies for promotion to:**

1. **Associate Professor:** The degree required is the doctorate or, under certain circumstances, the master's degree with additional study; and
2. **Professor:** An associate professor holding a master's degree may, in exceptional cases, be promoted to the rank of professor.

In addition, the criteria listed under Article VI,B,5,a-c will be used. It is emphasized that particular care in this evaluation will be directed to the factors supporting the "exceptionality" of the faculty member being considered for promotion to the rank of associate professor and professor under these circumstances.

## **ADDENDUM B**

### **Sick Leave**

Employees foreseeing a necessity of extended sick leave (in excess of five (5) consecutive days) are requested to:

1. Discuss the situation with the department Chairperson in order to cover work assignments during his/her absence.
2. Obtain from his/her doctor a written statement as to the nature and approximate duration of the sick leave.
3. Complete a sick leave form and forward it with a doctor's statement to his/her department Chairperson.

Department Chairpersons are requested to:

1. Discuss with the appropriate Dean or Vice President for Academic Affairs how to cover the work assignments of the employee needing the sick leave.
2. Sign the completed sick leave form, retain copies and forward the form with the doctor's statement to the Human Resources office.
3. Forward the original paperwork to the employee's official personnel file in the President's office.
4. Forward copies of the paperwork to payroll.
5. Retain a copy of the paperwork in the Human Resources office files.
6. Track period of sick leave to determine compliance with contract guidelines and possible long-term disability.

In cases of emergency sick leave, department Chairpersons are asked to initiate the sick leave form when the employee has notified him/her of the illness.

Before returning to work after a sick leave, employees are asked to secure a release to return to work from his/her doctor, complete the return to work form and forward both to the department Chairperson. Chairpersons are requested to forward the paperwork to the Human Resources office as above.

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