

Memorandum of Agreement dated December 16, 1971, between NEW YORK INSTITUTE OF TECHNOLOGY (hereinafter referred to as the "Institute") and COUNCIL OF METROPOLITAN and OLD WESTBURY CHAPTERS, AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS (hereinafter referred to as the "Council").

1. Salaries

(a) Effective September 1, 1971 all faculty in the bargaining unit on the payroll of the Institute as of August 31, 1971 will receive an increase of 10% on their base salary as of that date.

(b) Effective September 1, 1972 all faculty in the bargaining unit on the payroll of the Institute as of August 31, 1972 will receive an increase of 10% on their base salary as of that date.

(c) Effective September 1, 1973 all faculty in the bargaining unit on the payroll of the Institute as of August 31, 1973 will receive an increase of 10% on their base salary as of that date.

(d) With regard to retroactivity and any other benefits that may require Pay Board approval the Institute agrees to join in seeking such approval and to afford maximum cooperation

to achieve the total increase and retroactivity in whatever form payable within the guidelines and rules and regulations of the Pay Board.

(e) Any faculty member who, on and after February, 1972, shall be promoted to a higher rank shall receive an increase of \$500 over the annual pay received prior thereto and shall be placed on the next higher line.

(f) All part-time teaching faculty who teach six (6) hours or more per week and who were employed during the 1970-1971 academic year shall receive an increase of 10% on their hourly rate as of the start of a full semester in the 1971-1972 academic year.

(g) All part-time teaching faculty who teach six (6) hours or more per week and who were employed during the 1971-1972 academic year shall receive an increase of 10% on their hourly rate as of the start of a full semester in the 1972-1973 academic year.

(h) All part-time teaching faculty who teach six (6) hours or more per week and who were employed during the 1972-1973 academic year shall receive an increase of 10% on their hourly rate as of the start of a full semester in the 1973-1974 academic year.

(i) Effective September 1, 1971, Librarians shall operate on a ten-month year basis. In addition to the increases provided for above in this section, Librarians shall receive an increase of 2-3/4% to be added to their base salary, effective September 1, 1971. In addition, any Librarian shall be paid 1/10th additional annual salary per month if he or she elects to work an eleventh month or a twelfth month. During inter-sessions, Librarians will operate on a skeleton crew basis. In determining skeleton crew needs the Director of Librarians shall not take into account normal backlog.

## 2. Fringe Benefits

(a) The Institute agrees to contribute the entire cost of the current Blue Cross-Blue Shield program for each full time faculty member with 3 years of service.

(b) The Institute shall contribute 6% to the TIAA retirement plan for each faculty member participating in the TIAA program who has completed 5 years of service; 7% after 6 years service; 8% after 7 years service; 9% after 8 years service; and 10% after 9 years service.

(c) The Institute shall administer as soon as is practical the GHI Medical-Dental Plan, provided however, that premium costs will be borne by participating individual faculty.

(d) All other fringe benefits prevailing at the Institute shall continue.

### 3. Teaching Load

The teaching load per full semester shall remain de facto status quo in each department (average contact hours per semester during the past 3 semesters).

### 4. Part-time Ratio

The number of credits taughts by part-time faculty in full semester day sessions shall not exceed 18% of the total credits taught in those sessions in any one academic year, exclusive of the Division of Continuing Education, which Division includes but is not limited to such programs as adult education, non-credit courses, external degree program, special seminars, etc.

5. Mini-semester

Commencing with the second year of this agreement, the various academic departments will provide the faculty willing to teach a mini-semester of 4 weeks duration during the intercession between the Fall and Spring semesters wherein students will have the opportunity to earn 6 additional credits each. It is understood that the strategies employed during this mini-semester will vary from department to department. For this supplementary work, the affected faculty will be compensated at the rate of 1/9th of their then current annual base salaries for teaching a workload which in hours per week is substantially the same as their regular semester workload. Upward or downward adjustments to this schedule may be made according to the actual teaching load carried by an individual faculty member.

6. Governance

The parties agree that the 1940 AAUP guidelines with reference to the safeguarding of faculty rights (academic freedom and tenure) and AAUP governance guidelines shall be followed.

7. No-Strike, Grievance and Arbitration Procedures

The Council agrees to a no-strike provision and the Institute agrees to a grievance procedure and binding arbitration before the American Arbitration Association, it being understood that any arbitration shall be limited solely to disputes involving the application and interpretation of the specific terms of this Agreement.

8. Institute Rights

Except as otherwise provided in the contract, the Council recognizes the right of the Institute, through its Board of Trustees and its duly designated representatives, to direct the Faculty and to direct and control the operation and administration of the Institute, to introduce new or improved methods, techniques, and programs of teaching, and in all respects to carry out the ordinary and customary functions of management, and after consultation with the faculty, to establish and maintain reasonable operating rules and regulations concerning faculty academic matters.

9. Institute Growth and Development

It is agreed that the faculty will cooperate, through its individual institutional departments and divisions, in developing appropriate procedures for the purpose of devising and implementing ways and means for realizing additional revenues, improved academic structures and educational methodologies. Considerations could include curricular revisions, the more liberal use of independent or quasi-independent study techniques, large lecture-seminar section combinations, open laboratories, mini-semesters, flexible calendar year, area courses and the like, pointed toward the achievement of a student-credit-hour criterion, consistent with sound educational practices and sufficient to promote the reasonable growth and development of the Institute.

10. Existing Benefits

The parties agree to work out language reflecting their understanding covering those matters set forth in the faculty handbook and such other matters as shall be recognized and agreed upon by the parties as existing practices. The parties agree to work out the language for incorporation of existing benefits without change, such as sick, maternity, absence and sabbatical leaves, outside activities, part-time employment, vacations, holidays, class size, work year, workday, workweek and other similar provisions in the faculty handbook, or currently the practice.

11. Checkoff

(a) The Institute agrees to deduct Council dues, initiation fees and assessments, or an amount equivalent thereto representing the individual's fair share of the costs of servicing this Agreement in accordance with the schedule furnished to it by the Council on the first payroll date of each month, and to remit such sums checked off to the Council within 10 days thereafter.

(b) No financial contribution shall be required of any individual if such individual sets forth in writing to the Council within 30 days of the date of this agreement that he or she objects to the payment required in subdivision (a) above.

12. Security

(a) All faculty covered by this agreement shall as a condition of continued employment become members of the Council 30 days after the effective date of this agreement and

shall thereafter maintain their membership in the Council in good standing. All faculty hired hereafter shall as a condition of continued employment become members of the Council 30 days after the commencement of their employment or the effective date of this provision, whichever is later, and shall thereafter maintain their membership in the Council in good standing. All employees currently members of the Council shall as a condition of continued employment maintain their membership in the Council in good standing.

(b) Notwithstanding subdivision (a) above, any member of the faculty unwilling to become a member of the Council, shall not be required to comply with the requirements of subdivision (a) provided that such member of the faculty set forth in writing to the Council within 30 days of the date of this agreement that he or she does not wish to become a member of the Council.

13. Term

This agreement shall be effective September 1, 1971 in all its terms and conditions and shall continue in full force and effect until August 31, 1974 and shall be automatically renewed thereafter for further periods of one year unless either party notifies the other in writing by certified mail at least 60 days prior to the expiration of this agreement or any subsequent annual anniversary date, of its desire to make changes therein or to terminate the agreement.

NEW YORK INSTITUTE OF TECHNOLOGY

By:   /s/     A. SCHURE  

COUNCIL OF METROPOLITAN AND OLD WESTRUBY  
CHAPTERS, AMERICAN ASSOCIATION OF  
UNIVERSITY PROFESSORS

By:   /s/    
  Leonard Morton, Co-Chairman  

By:   /s/    
  Americo Foranoce, Co-Chairman

NEW YORK INSTITUTE OF TECHNOLOGY

AAUP -- Joint Council

April 19, 1972

Dear Colleague:

The following description will explain the procedures for Personnel and Budget Appeals of recommendations regarding non-renewal or tenure. Said procedures were agreed upon, Friday, April 14, 1972, at a meeting of the College-wide Personnel and Budget Committee, to be proposed to the faculty. In attendance were both chapter presidents of the AAUP and the executive officers of the Faculty Senate.

Earlier last week, at the meetings of the Old Westbury AAUP chapter and of the Faculty Senate, faculty members asked that these procedures be brought back for consideration before adoption and implementation. In view of the fact that there are urgent situations of faculty members who will not be with us in the fall, we urge immediate adoption of these procedures. Please be reassured that the Review Committee conforms completely with AAUP policy and procedures. Democracy (with adequate time for discussion and deliberation at both campuses) is a luxury we cannot afford at this time, unless we abandon fellow faculty members who have every right -- both legal and moral -- to review. The procedures outlined below concern appeals of recommendations regarding non-renewal or tenure rather than grievances.

1. Procedures - The Institute has a layered P & B structure and P & B committees function at the departmental, divisional, campus, and college-wide levels. It is now policy to publish positive results of committee decisions at the divisional level and above.

Step 1 - The faculty member requests a meeting with the appropriate P & B Committee Chairman at the point where the negative action occurred. The purpose of this meeting is to discuss the reasons for the original action. It is best that a mutually acceptable third party attend the meeting as an observer.

A faculty member may want a written statement in addition to the verbal one. Such a written statement must become part of the staff member's file and may have adverse or undesirable aspects. The faculty member should be informed of this, but if he nevertheless requests a written statement, his request should be granted.

Step 2 - The faculty member may request examination of his case before an Appeals Review Committee.

2. Composition of Review Committee - Six tenured faculty, none of whom are administrators, chairman, or members of the College-wide P. & B. Committee. Three of these committee members will come from the Manhattan campus, three from Old Westbury.

Very truly yours,



The three members for each campus will be elected at an AAUP meeting at their respective campus. The only other restriction on eligibility is that the three elected members must represent different departments.

3. Operation of Review Committee - For a given appeal the Review Committee will select which three (3) of its six members will hear a case. The faculty member shall have the right to challenge as many as three members of the Review Committee for cause. If the challenge is sustained, the members will be replaced by others from the Review Committee.

The Review Committee shall set its own rules for the conduct of the hearings and thus determine who may be called, in what order, etc. These persons may be faculty, administration, or students. Since the procedure does not involve specific charges of wrongdoing, it seems best to have people come before the Committee one at a time and have them leave when they have completed their role in the hearing.

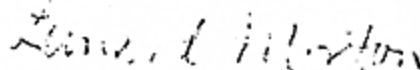
4. Implementation of Findings - If the Review Committee does not find in favor of the faculty member, it requires no further action. If it finds in favor of the faculty member, then the Review Committee shall refer the case back to the College-wide P & B for reconsideration. In any event the faculty member shall receive written notification of the Committee's findings.

Clearly, the procedures of the Review Committee are themselves subject to review and improvement in future years.

The above will be the subject of AAUP meetings and elections at both campuses this week.

Thank you again for your continued support and understanding in this emergency.

Cordially,



Leonard Morton  
for the AAUP Joint Council

## GRIEVANCE PROCEDURE AND ARBITRATION

### I. Intent

The faculty and the administration agree that they will use their best efforts to encourage the prompt settlement of complaints and grievances which may arise between the faculty members and the administration. The orderly processes hereinafter set forth will be available for the resolution of all complaints and grievances.

### II. Grievance Committee

The Faculty Senate shall, at its next meeting, establish a Grievance Committee, consisting of one faculty senate member from each division.

### III. Procedure for Handling Complaints - Step I

A faculty member may present and discuss his complaint with the chairman of his department, either with or without a representative of the Joint Council. Similarly, a representative of the Joint Council may present and discuss a complaint on behalf of any faculty member or group of faculty members with the chairman of the department involved, and this discussion shall be entirely informal. Any settlement, withdrawal or disposition of a complaint at this informal stage shall not constitute a binding precedent in the settlement of similar complaints.

### IV. Procedure for Handling Grievances - Step 2

If a complaint is not resolved using Step I, a written grievance may be filed by a faculty member or by the Joint Council on his behalf. The grievance must be filed within 30 days from the date it was found to exist.

The written grievance shall be submitted to the Faculty Senate Committee through its chairman and shall set forth the basis therefor, and the remedy requested. The Senate Committee shall within fifteen (15) working days meet with the grievant and/or a representative of the Joint Council for the purpose of discussing the grievance. The Committee shall within ten (10) working days of said meeting submit a written recommendation of action to the President of the College. The President, or his designee, shall within ten (10) working days of receipt of the recommendation, meet with the grievant and a representative of the Joint Council for the purpose of discussing the grievance. The President, or his designee, shall within seven (7) working days after the grievance meeting, issue his decision with reasons in writing to the grievant with copies to the Joint Council and the Senate Grievance Committee. If the AAUP Joint Council decides that the remedy is not in accord with AAUP Guidelines for Governance of Colleges, (which the college has agreed to) then the grievance shall follow the procedure outlined in Step 3.

### V. Arbitration - Step 3

If the grievance has not been settled at Step 2, then within seven (7) working days after the receipt of the written decision of the President, or his designee, the grievant or the Joint Council may request arbitration by giving written notice to that effect to the American Arbitration Association with a copy sent to the President.