## ARTICLE XIX

PAST PRACTICES

This Article is intended to deal with matters not specifically referred to in other provisions of this Agreement. Except as modified by this Agreement, substantive past practices and policies in effect at the date of the execution of this Agreement that affect terms and conditions of employment shall be continued in effect. At Westminster Choir College, such past practices and policies refer to those past practices and policies in effect as of the date of the merger between Westminster Choir College and Rider University and those created thereafter. For the purpose of this Article, substantive practices shall be defined according to factors such as the impact on the number of bargaining unit members affected and/or the inherent quality of such policies or practices. If the continuation of any such practices or policies shall entail substantially increased expenditures, then the parties will attempt to resolve any disagreement concerning the continuation of such practices or policies, pursuant to the grievance procedures specified in this Agreement. In the event that such resolution cannot be arrived at through the grievance procedures, then the matter shall be determined by arbitration, as provided by this Agreement. In reaching a determination of such an issue, the arbitrator shall balance the amount of substantially increased expenditures with the impact upon the unit member or members. In the event such arbitrator shall determine that the benefit of continuation of such past practice and policy shall outweigh such increased expenditure, he/she shall direct its continuation. In the event that he/she shall determine that such benefit does not justify the increased expenditure, he/she shall direct that such past practice or policy need not be continued in effect or he/she may direct an alternative solution to the issue. In addition, a contention by the AAUP that a substantive past practice or policy affecting terms and conditions of employment has not been continued in effect in violation of this Article may be processed under the grievance procedures including arbitration specified in this Agreement, even if continuation of such past practice or policy does not involve substantial expenditures of monies by the University.