

PREAMBLE

AGREEMENT entered into this    day of January, 2005 by and between Long Island University (herein after referred to as the Administration) and the Long Island University Faculty Federation, Local 3998, New York State United Teachers, American Federation of Teachers, AFL-CIO (herein after referred to as the Union), acting as collective bargaining agent for Faculty of the Brooklyn Campus of Long Island University.

Witnesseth:

Whereas, Long Island University has been recognized as an Employer consistent with the terms and provisions of the National Labor Relations Act, and

Whereas, a secret ballot was conducted by the National Labor Relations Board, and

Whereas, the members of the unit freely selected the Union as their exclusive representative for the purpose of negotiation and the settlement of grievances, and

Whereas, both parties desire to work with each other in mutual respect, harmony, and cooperation, both parties have agreed as follows:

ARTICLE I  
RECOGNITION

Section 1. Bargaining Unit

(a) The University recognizes the LIUFF (Long Island University Faculty Federation, Local 3998, New York State United Teachers [NYSUT], AFT, AFL-CIO) as the exclusive collective bargaining agent with respect to rates of pay, hours, and other conditions of employment for all professors, associate professors, assistant professors, instructors, adjunct professors, adjunct associate professors, adjunct assistant professors, adjunct instructors, professional librarians, guidance counselors, department chairmen, and all persons teaching courses for academic credit employed at its Brooklyn Campus including extensions, branches, and other off-site programs. All other employees including all provosts, associate provosts, assistant provosts, deans, associate deans, assistant deans, Administrative Assistants whose duties are not related to classroom instruction, division directors, faculty and staff of the Arnold and Marie Schwartz College of Pharmacy and Health Sciences, student assistants, hourly-paid in-resident instructors, psychologists serving on an hourly or case basis, laboratory technicians, communications center technicians, the directors of the communications center, placement, and admissions, registrars, academic counselors, placement counselors, admissions counselors, guards, and supervisors as defined in the Act shall not be covered by the provisions of the Agreement. All full-time employees except those specified above

who teach six hours per semester or more shall be deemed members of the unit. It is agreed that during the life of this collective bargaining agreement, that inclusions and exclusions from this bargaining unit may only be changed by written amendment signed by both parties to this Agreement.

(b) It is understood by the parties that the number of executive/managerial personnel teaching courses and/or the number of courses taught by those in this capacity will remain reasonably constant during the term of this agreement.

Section 2. Unit Security

All continuing unit members who are transferred within the Brooklyn Campus or to any Brooklyn Campus satellite school shall remain unit members of the Long Island University Faculty Federation, Local 3998.

## ARTICLE II

### EMPLOYER-UNION RELATIONSHIP

#### Section 1. Nature of Institution

The parties agree to maintain the Brooklyn Campus as an institution of higher education.

#### Section 2. Academic Policies

Academic policies and decisions as to programs, curriculum, and methods of teaching are not subject to this Agreement. Existing academic procedures for faculty participation and consultation in the decision-making process regarding academic policy, program, curriculum, and method of teaching shall not be substantively altered.

#### Section 3. Past Practices

All *bona-fide* past practices of the Brooklyn Campus shall be continued and deemed a part of this Agreement.

#### Section 4. Management Rights

The rights, functions, and powers of the governing board and of the officers and agents of the University, under the applicable law of the state, shall remain vested in the Board and in said officers and agents, except as to matters explicitly covered by the provisions of the Agreement. Except as specifically provided, this Agreement shall not be deemed to impair or limit the authority of the Board and the officers of the University.

## Section 5. Statutes and Regulations

(a) If there is an inconsistency or conflict between the statutes of the University or written policies or regulations of the University and a specific provision of this Agreement, the specific provision of this Agreement shall prevail. The Board reserves the right to amend the statutes or written policies or regulations of the University providing that such statutes or written policies or regulations do not violate any specific provisions of this Agreement.

(b) The Board will furnish the LIUFF with copies of all proposed statutes at such time as the Board serves requisite notice of its intention to amend the statutes.

## Section 6. “Agreement” Defined.

This Agreement is the entire Agreement between the parties, and terminates any prior agreements and understandings. During the term of this Agreement, neither party will, without the consent of the other, seek by any means to modify the continued effectiveness of its stated terms.

## Section 7. “Unit Member” Defined

The term “unit member” includes both full-time and adjunct faculty. The term “adjunct” or “part-time” is used to delineate any benefit or term and condition of employment that extends to adjunct or part-time unit members.

#### Section 8. Employer-Union Meetings

At least once each semester, for the purpose of discussing any issues which may arise within the purview of this Agreement or the implementation thereof, representatives of the Administration and representatives of the Union shall meet. Each party shall submit a proposed a proposed agenda not less than five (5) days before the scheduled date of such meeting. Nothing herein contained shall prevent more frequent meetings, at the request of either party, on five (5) days' notice to the other, or immediately in the event of an emergency situation.

#### Section 9. Union-Board Communication

Any matter which the LIUFF may desire to submit for consideration by the Board of Trustees or its standing committees shall be submitted through the President. Under exceptional circumstances, the Board will consider a request by the LIUFF submitted directly to the Board, through its secretary, to appear before the Board as a whole, or a standing committee, whichever shall be appropriate. Copies of such a request will be sent to the President.

#### Section 10. Further Documents

Further documents regarding faculty policy directly affecting terms and conditions of employment may be issued by the University or its agents during the term of this Agreement and shall be valid unless inconsistent with the terms of this Agreement. However, such documents must be approved by the LIUFF in advance of their being implemented.

Section 11. Agency Shop

(a) The parties agree that, as a condition of employment, all unit members shall be required to (i) become members of the LIUFF or (ii) pay an agency fee to the LIUFF within thirty (30) days after the initial date of employment. The Administration agrees to make check-off available for options (i) and (ii).

(b) The Administration further agrees that unit members who do not comply with the provisions of Section 11(a) within their first semester of service or within any subsequent year will not be reappointed, notwithstanding any other provision of the Agreement.

Section 12. Indemnification

The LIUFF agrees to hold the University harmless from any action or actions arising out of the application of Section 11(b) commenced by an individual covered by this Agreement against the University, and further, the LIUFF agrees to defend the University and/or to pay all reasonable costs of such defense in any action brought against the University by an individual covered by this Agreement arising out of or in connection with such action.

## ARTICLE III

### NONDISCRIMINATION

#### Section 1.

The parties to this Agreement shall not discriminate against an employee covered by this Agreement in terms and conditions of employment because of sex, race, age, sexual orientation, national origin, religious or political belief, disability, membership or nonmembership in the Union, or activity on behalf of or against the Union, as prohibited by applicable local, state and federal law. Nothing herein is meant to protect any employee whose conduct is in violation of the law. The exclusion of the President of the LIUFF from non-voting participation on the Board of Trustees and its standing committees as appointees of the University Faculty Senate is not a violation of this provision.

Nothing in this contract is intended as, or shall be construed as, in any way placing the parties to this Agreement in violation of the legal requirements concerning affirmative action as regards employment and promotion.

#### Section 2.

(a) A grievance alleging a violation of this Article shall not be processed under this Agreement on behalf of any employee who files or prosecutes, or permits to be filed or prosecuted on the employee's behalf in any court or governmental agency, a claim, complaint, or suit, complaining of the action grieved, under applicable federal, state, or local law or regulation.

(b) No provision of this Article is intended to, or shall be construed to, deprive an employee of the right to file a charge of discrimination with the NLRB within the statutory time limits.

### Section 3. Sexual Harassment Policy

The Administration and the LIUFF restate their longstanding belief that the maintenance of an environment that will foster effective communications and academic excellence must be devoid of all forms of sexual harassment, including hostile environment and quid-pro-quo harassment. To this end, the Administration and the Faculty, through the LIUFF, commit themselves to working together in a cooperative and collegial manner to create and participate in effective educational programs and similar strategies designed to prevent and eliminate sexual harassment from the campus community, as well as the community at large.

## ARTICLE IV

### ACADEMIC FREEDOM

The Administration and the Faculty, through the LIUFF, have subscribed and will continue to subscribe to the concepts of academic freedom as follows:

It is recognized that in a world of rapid change and recurrent crises, a University best serves its community as an open intellectual forum where varying shades of opinion may be freely expressed and fairly debated. In this general frame, academic freedom is understood to mean freedom for the teacher in the classroom to discuss his/her subject fully; freedom to engage in research and to publish the results of research; freedom from institutional censorship or discipline when writing or speaking as a citizen, provided that he/she does not represent him/herself as an institutional spokesperson.

ARTICLE V  
GOVERNANCE

Section 1. Faculty Governance

The Faculty and the Administration understand that, except for collective bargaining regarding terms and conditions of employment, which is within the exclusive purview of the Long Island University Faculty Federation, Local 3998 (LIUFF), the governance of the Brooklyn Campus may involve other constituencies and modes of consultation and decision-making in addition to those cited in this Agreement.

Both parties will encourage the pluralism in governance represented by bodies appointed by the Administration, or elected from the Faculty, students, and alumni, and will support cooperative interaction of such groups to aid in the effective functioning of the Brooklyn Campus. All campus committees will submit copies of their rules upon request to other committees, faculty members, the LIUFF, and the President's office. The LIUFF may petition any such body for the privilege of observing and presenting matters for consideration.

Both parties will especially consider the inherent interests of students, alumni, and community; furthermore, both parties will use their best efforts to maintain and foster their participation in the conduct of the affairs of the Brooklyn Campus.

Section 2. Faculty Role in Appointment of Academic Officers.

The President shall enable the faculty to fulfill its collegial responsibility by guaranteeing faculty membership on advisory search committees established for the

purpose of recommending to the President the appointment of academic officers of the Campus and Central Administration.

Section 3. Administrators with Faculty Status

To avoid conflict of interest, faculty members who are serving on administrative contract, and who are therefore excluded from the bargaining unit under the provisions in Article I, Section 1(a), shall not exercise faculty governance rights. Specifically, administrators may not vote as faculty in departmental, divisional, school, center, or university elections and may not serve *as faculty* on standing and ad hoc committees.

Section 4. Governance/University-Wide Governance

The parties agree that when a governance plan put forth by the University Faculty Senate is duly and appropriately ratified, the parties shall meet and discuss the plan in good faith.

## ARTICLE VI

### PEER EVALUATION - FACULTY EVALUATION COMMITTEES

#### Section 1. Peer Evaluation

(a) The Administration and the Faculty subscribe to the principle of peer evaluation and the exercise of academic judgment as essential to the maintenance of academic and professional standards of excellence. The responsibility for the evaluation of the credentials, performance, and professional activities of all faculty members rests principally but not exclusively with their peers. The determination of availability of positions is statutorily a Board prerogative. The purpose of faculty evaluations shall be to encourage the improvement of individual professional performance and to provide a basis for Board decisions on appointment, reappointment, promotion, and tenure (ARPT).

(b) For the purpose of evaluating individual merit and to enable appropriate recommendations to be made for appointment, reappointment, promotion, and tenure, the Administration and the Faculty agree that there shall be a faculty personnel committee in each department (library) and a campus faculty review committee.

#### Section 2. Evaluation Criteria

(a) Criteria appropriate to the discipline (supplemental to the minimum qualifications for appointment) shall be developed and applied by the personnel committee of each department in making its personnel recommendations.

(b) The following criteria shall be used as a basis for making recommendations by all persons and committees involved in the ARPT process:

## TEACHING/PERFORMANCE

Teaching effectiveness, including:

Peer and appropriate program, division, department or school evaluations

(see Article VIII, Section 2)

Student evaluation(s) (see below, Section c)

Student advisement and counseling

Innovative or creative teaching methods or work

Teaching awards, honors, grants

Professional developmental activities

Curriculum Development

## SCHOLARSHIP

Professional degrees or achievements

Publications, presentations, performance activities

The pursuit and direction of postgraduate studies or other professional efforts

Breadth and depth of expertise in specialty areas

Scholarships, fellowships, or awards

Receipt of research grants

## SERVICE

Participation in activities of program, division, department, school, campus and

wider University committees

Contributions to activities or educational programs or administrative work of the

University other than teaching or research

Activities within professional organizations and societies

Professional activities in the community (local, state, national and international)

Receipt of grants

(c) At least once per year, approximately two weeks before the end of an academic semester, the following student evaluation form will be distributed in each class. Copies of the evaluation form will be provided by the administration at least three weeks before the end of the semester. The anonymity of all students shall be preserved in the process. A student designated by the faculty member shall be charged with the collection of the completed forms and their return to an office designated by the Administration. The data processing shall be the responsibility of the Administration, and a copy of the results for each class shall be provided to each faculty member concerned. The faculty member will have the right to challenge such document for errors of fact (e.g., wrong instructor assignment, etc.). Questions 1 - 8 of the attached questionnaire shall be the only ones asked. The results of these compilations shall be only one factor, among many, in regards to evaluating teaching effectiveness. The parties agree to establish a committee to jointly select or develop a new questionnaire for use by November 2004.

1. Teacher's Knowledge of Subject. Please rate your teacher on the extent to which he/she has a broad base of knowledge and is competent in the material which is presented.
2. Guidance of Class. In a well-conducted class the instructor maintains the confidence and respect of the class, holds the students' interest and attention, and guides the discussion into relevant phases and questions. On this basis, please rate your instructor's ability to guide the class.

3. Ability to Explain. A good instructor has the ability to give helpful explanations, knows which phases of his/her subject or experiments are difficult for the student, and clarifies these difficulties. He/she grasps the meaning of a student's questions and presents clear and complete answers to them. On this basis, please rate your instructor's ability to explain.
4. Encourages Thought. A good instructor helps students to solve problems themselves. The problems assigned, the questions raised, and the classwork presented should stimulate learning and the ability to think. The instructor should help you broaden your intellectual development and/or prepare you for further education. On this basis, please rate your instructor on the degree to which he/she encourages students to think.
5. Objectivity in Grading. A good instructor evaluates the performance of his/her students by means of fair standards applied impartially to all. How do you rate your instructor?
6. Attitude Toward Students. A good instructor maintains proper balance by developing a relaxed but businesslike relationship with his/her students. H/she demonstrates a genuine interest in his/her students by being accessible. He/she arranges office time when he/she can easily be reached. On this basis, rate your instructor's attitude.
7. Organization of Course. In a well-organized course, the instructor keeps the students aware of the topics that are to be covered. Some courses, such as seminars, may be deliberately designed to be freewheeling, but organized around a general theme; for others a more tightly-knit structure, in which the material is organized in a well-developed and readily apparent logical sequence, is more appropriate. With this in mind, please rate your instructor's organization of the course.

8. Overall Rating of Your Instructor. The preceding questions have measured various particular aspects of your instructor's performance. This question is meant to be an all-inclusive evaluation of his/her ability. Keeping in mind the general quality of other instructors you have had, please give an overall rating of your instructor's performance.

### Section 3. Department (Library) Personnel Committees

(a) Each department or appropriate academic unit shall elect annually, during the Spring semester, by secret ballot of all full-time members of that unit, a department personnel committee to recommend appointment, reappointment, promotion and tenure of ARPT candidates within the department.

(b) Advance notice of at least ten (10) days shall be given for the election meeting; the chairperson, director, or dean shall notify all full-time faculty members of the department, library or school. A majority vote shall decide each issue involved in the establishment of the personnel committee.

(c) Each department or appropriate academic unit shall forward to the Faculty Review Committee (FRC) and the Faculty Elections Committee (FEC), by October 15 of each year, a comprehensive statement of the composition, rules, procedures, and evaluation criteria of its personnel committee.

(d) The department chairperson shall be excluded from membership in the personnel committee of his/her department.

(e) Only tenured faculty shall participate in the decision-making process concerning tenure, and only faculty at a particular rank or higher shall participate in the decision-making process for promotion to that rank.

(f) Departments or academic units with four (4) or fewer voting members shall constitute themselves a "committee of the whole" for the purposes described above. If the department profile results in committees of three (3) or fewer for any action described in (e) above, the department members shall select faculty of the appropriate rank and status in cognate departments to bring the department committees to the requisite strength. Should any problem not explicitly covered by the provisions of this Article arise, it shall be resolved by the Faculty Elections Committee.

(g) A majority of all qualified members of the personnel committee shall decide ARPT issues. Only those qualified voters who are present at the time the vote is taken may vote on a recommendation. Faculty members who serve on a personnel committee shall not participate in ARPT matters in which the faculty member or a relative is being considered.

(h) The FEC shall be the final arbiter in all matters pertaining to elections, including voting eligibility.

#### Section 4. Campus Faculty Review Committee

The campus Faculty Review Committee (FRC) shall be elected by the general full-time tenure-track faculty of the campus under the auspices of the President of the Faculty Senate. Members of the FRC are elected to two (2) year terms with approximately half of the committee rotating off each year. It shall be made up of both

tenured and nontenured members of the faculty, with no greater proportion of probationary faculty members than their proportion in the faculty. However, there must be a minimum of one (1) probationary faculty member on the FRC. Department chairpersons and program directors cannot serve. Chairpersons, program directors, division directors and deans cannot participate in the ARPT process at more than one level.

The committee shall be composed of fifteen (15) members, tenure track, at least 5 of which must be Full Professors. Representation shall be as follows:

- Conolly College - 5 members
- Education - 2 members
- Health Professions - 2 members
- Library - 1 member
- Business - 3 members
- Nursing - 2 members

Conolly College shall have one representative from each Division and one member-at-large.

All elections shall be held in May, and newly elected members shall take office on the first Tuesday in September.

Only tenured faculty shall participate in the decision-making process concerning tenure and only faculty at a particular rank or higher (except as qualified in this subsection) shall participate in the decision-making process for promotion to that rank. Faculty members who serve the Committee shall not participate in ARPT matters in which the faculty member or a relative is being considered. Only those qualified voters who are present at the time a vote is taken may vote on a recommendation. A majority vote of all members of the personnel committee shall decide each issue.

## Section 5. Academic Judgment

(a) Academic judgment exercised in the evaluation of faculty shall mean the judgment of academic authorities (including faculty, chairperson, division directors, deans, and president) as to whether to recommend appointment, reappointment, promotion, and tenure for a particular individual on the basis of established ARPT procedures, criteria, and information. In the arbitration of any grievance or action, in whole or in part, based upon such academic judgment, the arbitrator shall not review the merits of the academic judgment or substitute his own judgment.

(b) The FRC shall make its recommendations on the basis of individual merit as judged by the criteria in Section 2(b) above. The FRC shall notify each candidate of its recommendation within ten (10) days of having formulated its recommendation.

(c) The President shall make his/her reappointment, promotion, and tenure determinations on the bases of academic merit and institutional need. However, when the President disagrees with the recommendation of the FRC, the President shall meet with the FRC for the purpose of giving his/her reasons in person. (A delegate may represent the President in this matter.) Should the President and the FRC still disagree, both parties will reconsider. If the parties fail to reconcile views, the President shall proceed with his/her recommendation to the Board of Trustees after notifying the FRC in writing, not more than ten (10) days after the final meeting between the President or his/her designee and the FRC, of the reasons for his/her disagreement. The FRC shall be free to notify the candidate of the content of the President's communication.

(d) In any case in which only the President has forwarded to the Board of Trustees a negative recommendation on promotion or tenure, and in which the Board

denies the petition for promotion or tenure, the President shall provide the candidate a written statement of reasons for his/her negative recommendation within thirty (30) days of having received a written request for such statement from the candidate.

ARTICLE VII  
INITIAL APPOINTMENT

Section 1. Minimal Qualifications

To be appointed to a probationary faculty position at the Brooklyn Campus, the following minimal qualifications by rank shall apply:

(a) INSTRUCTOR—An earned master's degree or its equivalent; or evidence of progress at least equivalent to a master's degree in an approved doctoral program in the discipline; teaching experience or its equivalent in a business or professional practice.

(b) ASSISTANT PROFESSOR—A terminal degree (doctorate) or be deemed to have acceptable postgraduate training and experience, as specified in the written criteria developed by the department and approved by the faculty review committee (FRC) and the Administration.

(c) ASSOCIATE PROFESSOR—The terminal degree (doctorate) or be deemed to have acceptable postgraduate training and experience, as specified in the written criteria developed by the department and approved by the FRC and the Administration, and three (3) years of college-level teaching experience at the rank of assistant professor or higher. In addition, evidence of scholarly publications or research activities or recognition in the performing or creative arts or significant professional accomplishments.

(d) PROFESSOR—Terminal degree (doctorate) or be deemed to have acceptable postgraduate training and experience as specified in the written criteria developed by the department and approved by the FRC and the Administration; minimum

of eight (8) years college-level teaching experience with four (4) of those years in rank as associate professor or professor; evidence of scholarly publications or research activities or recognition in the performing or creative arts or significant professional accomplishments; and tenure at Long Island University. If hired at this rank, the faculty member must be subject to review for tenure during the second year of the initial full-time appointment.

## Section 2. Procedure

(a) The department personnel committee shall normally review all applicants to full-time positions and initiate the recommendation for an individual's appointment.

(b) The department chairperson shall be responsible for forwarding the personnel committee's recommendation together with his/her own independent recommendation and the candidate's file to the appropriate dean. The dean shall make a recommendation and forward the candidate's complete file to the President.

(c) Any proposed appointment which is not initiated by a personnel committee must be endorsed by the FRC. Such endorsement shall not be unreasonably withheld.

## Section 3. Appointment

(a) An initial full-time faculty appointment to a department shall be made, in writing, by the President prior to the effective date of appointment.

(b) In the event that the appointee has already commenced work and the Board does not approve of the appointment for cause involving matters such as falsified

credentials or inaccurate vita, the Board shall be under no obligation to such individual other than payment for work performed to that point.

(c) All initial full-time faculty appointments shall be for one (1) year or to the end of the academic year in which the appointment takes effect.

(d) Before an appointment is consummated, the candidate shall present a signed *curriculum vitae* certifying that to the best of his/her knowledge the content is current and accurate. The dean of the school or college in which the appointment is to be made shall be responsible for providing to the candidate the form for this certification.

#### Section 4. Probationary Period

(a) The maximum period of probationary employment shall be seven (7) years at Long Island University.

(b) For a faculty member with comparable previous full-time service at another institution, the maximum probationary period may be reduced, such reduction not to exceed three (3) years, unless an exception is agreed to by the department personnel committee, the FRC, and the President.

(c) The maximum probationary period shall be agreed to in advance of initial employment by the President and stated in the initial contract.

(d) Any faculty member who is appointed before August 31 and who has taught a full Fall or Spring semester at Long Island University will automatically be given probationary time dating back to September 1 of the academic year of initial appointment.

#### Section 5. Initial Salary

Provisions concerning initial salary for new faculty members are contained in Article XXXI, SALARY, Sections 4(a) and 4(b).

#### Section 6. Initial Rank

The department personnel committee shall recommend initial rank. If no department exists, rank shall be recommended by a committee formed by personnel committee members in cognate departments.

#### Section 7. Provisions for Joint Appointment

Faculty members holding a joint appointment (teaching in two departments) shall exercise voting rights and all other faculty prerogatives in the department in which the greater part of the faculty member's workload is regularly performed. Should the workload be equally divided, all faculty rights shall be exercised in the department with which the faculty member was originally affiliated. Should these provisions be inadequate, the appropriate faculty committee shall arbitrate the matter.

#### Section 8. Visiting Faculty

Visiting faculty may be appointed only with the approval of the department personnel committee and the Administration. Such appointments shall be for one year only. Normally, such appointments will be offered only to such persons who will make an exceptional or outstanding contribution to the academic endeavors of the University.

ARTICLE VIII  
REAPPOINTMENT

The renewal or nonrenewal of appointments for all nontenured unit members shall be in conformity with the provisions of this Article. The provisions of this Article apply only to unit members in probationary status.

Section 1. Initiation of Recommendation

Normally, the responsibility for initiating a recommendation for reappointment shall rest with the faculty.

Section 2. Review and Evaluation

(a) For each year of probationary employment, at least one (1) review and evaluation of the unit member's performance (including a recommendation on reappointment) shall be carried out as specified in Section 3 of this Article.

(b) No unit member employed in a probationary position shall be considered for reappointment without having been evaluated (mandatory review).

(c) During the third full year of employment, a probationary faculty member must be formally reviewed by the department personnel committee, the chairperson, the FRC, the dean, and the President or his/her designee. All such evaluations and/or review materials will be shared with the faculty member within thirty (30) days of the evaluation or review.

(d) The department chairperson shall be responsible for insuring that a full written report of the findings of each such review shall be added to the unit member's personnel file.

(e) The criteria for review and evaluation shall be as set forth in Article VI, PEER EVALUATION - FACULTY EVALUATION COMMITTEES.

(f) Except as provided in paragraph (c) above, when the chairperson's recommendation differs from that of the department personnel committee, the unit member's performance shall be reviewed by the FRC. All three (3) recommendations shall then be forwarded to the dean.

### Section 3. Mandatory Review

(a) The mandatory yearly reviews shall be carried out by the personnel committee of the employee's department. The appropriate chairperson and dean may also carry out reviews of their own.

(b) All mandatory reviews are to be completed as required by the ARPT guidelines calendar for the annual ARPT review process with the following exceptions:

(1) All first reappointment reviews must be completed and forwarded to the cognizant administrator by February 15 of the first year of the unit member's service;

(2) If necessary, the dean may request a review of any probationary unit member within forty-five (45) days.

(c) The employee subject to mandatory review hereunder may request the dean to carry out such review in the event that the department personnel committee fails to do so.

#### Section 4. Reason for Nonrenewal

A decision by the Administration not to renew the appointment of a probationary employee may be made for academic reasons or economic reasons.

When the Administration decides to reduce probationary faculty for economic reasons, such reduction will not be made unless the action is reasonably required by decreased or inadequate enrollments, or elimination of educational program(s), or the expiration of grant(s), endowment(s), or analogous funding situations.

Departmental personnel committees shall be informed by the President of a required reduction. The committee(s) shall identify the person(s) to be released. If a timely decision is not forthcoming from the committee(s), the reduction shall take place on the basis of seniority.

ARTICLE IX

NOTICE OF TERMINATION

Section 1. Termination dates

Written notice of termination of probationary faculty shall be given by the President or the Vice President for Academic Affairs according to the following schedule:

<u>Classification</u>	<u>Notice to be given by</u>	<u>To take effect</u>
First year of full-time employment	March 1 of the first year of employment	8/31 of the first year of employment
Second year of full-time employment	December 1 of the second year of employment	8/31 of the second year of employment
In any part of probationary period beyond second year of employment	September 1	8/31 of the year following the year in which notice was given

## Section 2. Recall

Probationary faculty whose appointments are not renewed solely for economic reasons shall have the right of preferential recall for two (2) years after the effective date of termination. The recall shall be by department in order of seniority, provided the faculty member thus designated for recall possesses the academic specialty required for the newly-opened position. The primary responsibility for determining whether the faculty member seeking recall possesses the required specialty shall rest with the departmental personnel committee and the Administration. Any disagreement resulting from this procedure shall be resolved by expedited arbitration.

Recall rights shall apply to faculty who received notice of termination in the academic year which ended 31 August 1983. A notice of recall will be made by certified mail, return receipt requested. The notice will be mailed to the last-known address of the former faculty member. He/she will have twenty (20) work days to respond. Failure to respond or refusal to accept the offer of employment will terminate all recall rights. Any such notice shall also be given to the LIUFF at the same time notice is sent to the faculty member.

ARTICLE X  
PROMOTION

Section 1. Eligibility

- (a) To be eligible for promotion, a faculty member must have:
1. The appropriate terminal degree for promotion to or within professorial rank (for library staff: thirty (30) graduate credits beyond the appropriate library masters' degree);
  2. For promotion to associate professor, at least four (4) years of service with Long Island University in the rank of assistant professor;
  3. For promotion to full professor, at least five (5) years of service with Long Island University in the rank of associate professor and tenure at Long Island University.
- (b) The President may present to the Board's Academic Affairs Committee a petition to waive these criteria. Only in rare instances of exceptional merit will candidates be recommended by departmental and campus faculty committees in anticipation of a petition for waiver.

Section 2. Criteria

Recommendations for promotion in rank shall be based primarily on merit and years of service, as specified in Section 1 (a) above. The minimum qualifications and criteria to be used in determining individual merit shall be those enumerated in Article

VI, PEER EVALUATION - FACULTY EVALUATION COMMITTEES, Section 2, and Article VII, INITIAL APPOINTMENT, Section 1.

Section 3. Procedure

(a) Normally, the responsibility for initiating a recommendation for promotion shall rest with the department or appropriate academic unit. Every faculty member who meets minimal qualifications for promotion shall be reviewed by his/her department or appropriate academic unit. The personnel committee shall notify each candidate of its recommendation within ten (10) days of having formulated its recommendation. Before the department, or library, personnel committee considers a candidacy for advancement in rank, the candidate shall provide to it a signed *curriculum vitae* stipulating that to the best of his/her knowledge its contents are current and accurate. The department chairperson is responsible for providing to the candidate the form for this certification.

(b) In all cases the department chairperson shall make his/her recommendation and shall be responsible for forwarding the candidate's file to the center FRC for its review and recommendation. A copy of the chairperson's recommendation shall be forwarded to the candidate within ten (10) days of its writing.

(c) The chairperson of the FRC shall be responsible for forwarding the candidate's file to the appropriate dean for review and recommendation. In the event of disagreement between the President and the FRC, the President and the FRC shall meet in accordance with Article VI, PEER EVALUATION - FACULTY EVALUATION COMMITTEES, Section 5 (b) prior to the Dean's forwarding the candidate's file to the University Center for review and recommendation.

(d) The Dean shall submit all recommendations, both positive and negative, to the University Administration and the Board. When a determination is made by the Board's Academic Affairs Committee that a negative recommendation is unjustified, the matter shall be remanded to the campus for a *de novo* review by all appropriate campus committees and officers.

Section 4. Limitation on Promotion of Unit Members

No full-time unit member shall be promoted in rank without having been recommended by a department personnel committee or the FRC.

Section 5. Limitation on Interpretation of Promotion in Rank.

The parties agree that promotion in rank does not in itself establish a presumption of subsequent promotion, reappointment, or tenure.

## ARTICLE XI

### TENURE

#### Section 1.

Conferral of tenure is a prerogative of the Board and can be authorized only by explicit action of the Board. To be considered for tenure, a full-time faculty member shall: (1) have met the requirements for faculty rank as defined in Article VII, INITIAL APPOINTMENT, Section 1; (2) have attained at least the faculty rank of associate professor; (3) have satisfied the probationary period of Article VII, Section 4; (4) have demonstrated excellence in teaching, evidence of scholarship, professional development, and service to Long Island University; and (5) be affirmatively recommended by the department personnel committee, the FRC, and the President.

Before a personnel committee of a department or appropriate academic unit considers a candidacy for tenure, the candidate shall submit a signed *curriculum vitae* stipulating that to the best of his/her knowledge its content is current and accurate. The department chair, or library director, is responsible for providing to the candidate the form for this certification.

#### Section 2.

Tenure is in Long Island University. Such appointment shall not be subject to regular review and shall end as determined by the Age Discrimination in Employment Act, unless such faculty member is terminated earlier for just cause or resigns from the University.

Section 3.

There shall be no layoff of tenured faculty during the term of this Agreement. This does not preclude reassignment or transfer under the provisions of Article XV, REASSIGNMENT OF PERSONNEL.

Section 4.

The parties agree that the award of tenure does not in itself establish a presumption of subsequent promotion in rank.

Section 5. Procedure.

(a) Normally, the responsibility for initiating a recommendation for tenure shall rest with the personnel committee of the department or appropriate academic unit. Every faculty member who meets qualifications for tenure (see Section 1, above) shall be reviewed by his/her department or appropriate academic unit. The personnel committee shall notify each candidate of its recommendation within ten (10) days of having formulated its recommendation.

(b) In all cases the department chairperson shall make his/her recommendation and shall be responsible for forwarding the candidate's file to the campus FRC for its review and recommendation. A copy of the chairperson's recommendation shall be forwarded to the candidate within ten (10) days of its writing.

(c) The chairperson of the FRC shall be responsible for forwarding the candidate's file to the appropriate dean for review and evaluation. In the event of a

disagreement between the President and the FRC, the President and the FRC shall meet in accordance with Article VI.

(d) The Dean shall submit all recommendations, both positive and negative, to the University Administration and the Board. A copy of the Dean's recommendation shall be forwarded to the candidate.

(f) Conferral of tenure requires an affirmative recommendation by the personnel committee of the department or appropriate academic unit, the FRC, and the President.

NB: The intent of these revisions is solely to clarify and facilitate the ARPT process and not to change the current practice.

## ARTICLE XII

### REPLACEMENT OF TENURED POSITIONS

#### Section 1. Intent and Purpose

The purpose of this Article is to provide the parties with the means to replace tenure positions vacated, provided a fully qualified individual, as determined in accordance with Article XI, TENURE, Section 1, is available and subject to the provisions of Section 5 of this Article.

#### Section 2. Definitions

(a) A "tenure position vacated" occurs only due to the death, retirement at normal retirement age, termination for cause, or resignation of a person who holds tenure as of September 1, 1988. A position vacated by an early retiree, who takes early retirement after September 1, 1988, shall not be considered "vacated" until the early retiree ceases to receive payments pursuant to the Early Retirement Plan.

A "tenure position vacated" cannot be said to occur as the result of the transfer of an underloaded tenured person to another campus. Every other vacancy created by voluntary and involuntary transfers pursuant to Article XV, REASSIGNMENT OF PERSONNEL, will be counted starting with the second vacancy, provided such are not as the result of underload.

(b) "Enrollment" means all undergraduate and graduate credit hour enrollment (number of students enrolled in a course multiplied by the credit value of the course) in courses taught at the Brooklyn Campus, except off-campus programs and courses taught

by the faculty of the College of Pharmacy. Enrollment data shall be tabulated from official end-of-semester grade reports submitted by the faculty and retained by the registrar at the Brooklyn Campus. The grade reports and tabulated data shall be made available to the faculty pursuant to the terms of Article XXV, INFORMATION AND DATA.

(c) An "enrollment period" is one (1) full academic year, that is, enrollment generated in all semesters during the period September 1 through August 31.

(d) "Enrollment change" is the percent change in enrollment in two (2) successive enrollment periods.

### Section 3. Number of Tenure Positions Filled

The number of tenure positions vacated to be replaced shall be determined as follows:

(a) One hundred (100) percent of the tenure positions vacated shall be replaced, in accordance with Section 1, Intent, if the enrollment change, between the enrollment periods specified in Section 4, Timetable for Replacements, is equal to or greater than the three (3) percent increase in enrollment.

(b) Eighty (80) percent of the tenure positions vacated shall be replaced, in accordance with Section 1, Intent, if the enrollment change, between the enrollment periods specified in Section 4, Timetable for Replacements, is less than a three (3) percent increase and less than or equal to a three (3) percent decrease in enrollment.

(c) Fifty (50) percent of the tenure positions vacated shall be replaced, in accordance with Section 1, Intent, if the enrollment change, between the enrollment

periods specified in Section 4, Timetable for Replacements, is more than a three (3) percent decrease and less than or equal to a six (6) percent decrease in enrollment.

(d) No tenure positions vacated shall be replaced, in accordance with Section 1, Intent, if the enrollment change, between the enrollment periods specified in Section 4, Timetable for Replacements, is greater than a six (6) percent decrease in enrollment. In this event, the parties will meet to discuss the issue of declining enrollment and issues relating to replacement of vacated tenure positions.

#### Section 4. Timetable for Replacements

Subject to the provisions of this Article, tenure positions vacated shall be replaced as follows:

(a) Tenure positions filled as of September 1, 1997, shall be based upon the tenure positions vacated during the period February 16, 1996, through February 15, 1997, and the enrollment change between the 1994-95 and 1995-96 enrollment periods.

(b) Tenure positions filled as of September 1, 1998, shall be based upon the number of tenure positions vacated during the period February 16, 1997, through February 15, 1998, and the enrollment change between the 1995-96 and 1996-97 enrollment periods

(c) Tenure positions filled as of September 1, 1999, shall be based upon the number of tenure positions vacated during the period February 16, 1998, through February 15, 1999 2005 and the enrollment change between the 1996-97 and 1997-98 enrollment periods.

Section 5. Reservation of Rights

Nothing in this Article shall limit or otherwise diminish the right of the Board of Trustees to grant additional tenures. Further, vacancies filled pursuant to the provisions of this Article may be in any department or program at the Brooklyn Campus, excluding the College of Pharmacy. The determination of such department or program shall be at the recommendation of the Administration and subject to the approval of the Board of Trustees.

## ARTICLE XIII

### DISCRETIONARY ANNUAL APPOINTMENT

The parties recognize that full-time faculty members with special promise who, after expiration of the probationary period, do not satisfy minimal qualifications for eligibility for tenure may warrant consideration for renewal. Upon the recommendation of the department personnel committee and the faculty review committee, and with the concurrence of the Administration, such employees may be offered, on an annual basis, discretionary appointment. Discretionary appointments shall be for no more than one (1) year at a time. The annual appointment or non-reappointment of unit members granted discretionary status shall not be subject to the Grievance Procedure and Arbitration provisions of this Agreement.

Eligibility for annual discretionary appointment shall be limited to individuals who have completed the probationary period and are in one of the following categories:

- (1) Lack minimal qualifications for tenure review with respect to the terminal degree but demonstrate that completion of the degree is imminent.
- (2) Have been reviewed for and denied tenure for failure to demonstrate professional achievement but provide evidence that such achievement is forthcoming within the period of discretionary employment.

Neither appointment nor reappointment to annual discretionary status shall be interpreted as the *de facto* conferral of academic tenure nor shall this appointment guarantee tenure to the individual. The notice provisions of Article IX, NOTICE OF TERMINATION, will not apply to such individuals. During the terminal year of this

appointment, the individual will stand for tenure pursuant to the provisions of this Agreement. The existence of an individual on annual discretionary appointment in a department will not, by itself, preclude the award of tenure to any other eligible member of that department.

Discretionary employment may be renewed by the Administration only with the approval of the department personnel committee and the FRC and for a maximum of one (1) additional year. Hence, no faculty member may be placed in discretionary annual appointment for a total of more than two (2) years.

## ARTICLE XIV

### WORKLOAD

#### Section 1. Workload for Librarian Members of the Bargaining Unit

For librarians, the work year shall be September 1 through August 31. Except for vacation periods currently provided by this Agreement, librarians shall be available for assignment throughout the calendar year. Full-time librarians have faculty rank and status.

(a) Each member of the non-teaching staff shall work a normal work week of thirty-five (35) hours.

(b) Assignment of duties shall be in keeping with the proper staffing of all sessions, extension divisions, and special programs of the campus. There shall be no distinction among the members of the non-teaching staff according to the time of day or the time of year in which they work.

(c) Library faculty will receive two (2) calendar months per year of vacation, which shall fall within the period between Spring Commencement and Labor Day and/or within the period between January 2 and the beginning of the Spring semester, unless otherwise agreed to by the faculty member and the Dean of Libraries in accordance with the needs of library operations. Effective September 1, 2004, each member of the library faculty can, on an annual basis, opt either for an additional calendar month of vacation or for the nine-credit workload.

Section 2. Workload for Full-time Teaching Members of the Bargaining Unit

(a) Academic Year. While the term of appointment of full-time teaching members of the unit is the University's fiscal year, September 1 to August 31, for which the annual salary is paid, full-time teaching unit members are normally assigned teaching and other professional responsibilities during the academic year, which extends from the first Tuesday in September until the day following the Spring commencement or June 30th, whichever comes first.

(b) Primary Professional Employment. Full-time faculty members may engage in professional activity outside the University provided that full disclosure is made by the unit member and that such activity is deemed not to be excessive to the unit member's full-time commitment to the Campus. Each full-time unit member shall be responsible for filing the campus's official disclosure of outside activities form. Forms, provided by the dean in a timely fashion, shall be filed in the Office of the Dean by October 15 of the Fall semester and by March 1 of the Spring semester. Failure to file the form or willful misrepresentation shall be considered cause for disciplinary action up to and including discharge.

All disclosure forms may be reviewed by a single panel of six individuals, convened by the Provost, which shall include a designated member of the FRC, the President of the Faculty Senate, the President of the bargaining unit, and three persons designated by the Administration. This panel shall determine whether the unit member's reported activities are excessive, and, if so deemed, the individual shall immediately reduce his/her outside activity to an acceptable limit or resign his/her full-time appointment at the Brooklyn Campus. A unit member shall not be permitted to hold a

full-time appointment at the Brooklyn Campus if it is established that he/she has full-time professional employment elsewhere.

(c) Non-teaching Duties. All full-time faculty members are expected to perform, during the academic year, reasonable non-teaching duties and functions associated with their academic status, such as counseling students during office hours and during the registration process. Faculty should participate in committees and in campus academic meetings and convocations, continue their professional growth, and provide department and campus administrators with appropriate academic and administrative assistance.

(d) Normal Workload. The required teaching load for a full-time faculty member is nine (9) semester hours, except in those instructional skilled-type classes where a contact hour has been accepted as the unit of workload, in each of the two (2) regular Fall/Spring semesters of the academic year. However, with the concurrence of the department chairperson and the dean, a full-time faculty member may elect to distribute part of his/her normal workload during the Summer session or the Spring and Summer sessions. Any reclassification of courses or classification of new courses in terms of unit workload will require the approval of the full-time faculty of the affected department and the Administration.

(e) Assignment of Workload.

1. Student needs shall be the primary factor in the distribution of courses within a department and in the scheduling of classes, taking into account required, elective, survey, advanced, or graduate classes and the allocation of day and evening sections. Insofar as consistent with student needs and the academic integrity of the program, the compactness of faculty schedules will be taken into account. Full-time

faculty, where qualified, shall receive precedence in the assignment of a full workload. A full workload shall be provided, where possible, before unit personnel are assigned overloads.

2. The department's schedule of all classes and all teaching assignments, including courses at satellite and extension programs, shall be prepared by the department chair. The prepared schedule of all classes and all teaching assignments shall be reviewed by the dean prior to implementation. Should the student needs or the academic integrity of the program not be met by the distribution of course offerings, or its schedule of classes, or its teaching assignments, the department shall be required by the dean to make the necessary adjustments.

3. Should there be a serious difference of opinion between a faculty member and the department chair over an assignment of courses, the dean shall resolve the matter. If levels of academic and professional expertise are in dispute, the dean shall, in consensus with the department personnel committee, decide the issue.

4. Assignment of unit member's regular workload shall be at the Brooklyn Campus except when program requirements—including satellite and extension programs—mandate that a full-time unit member be assigned an off-campus workload, or if there is insufficient workload available on campus. If it is necessary to assign full-time unit members off-campus workloads, the assignments shall normally require the concurrence of the unit member qualified for such assignments, except when the assignment is for purposes of making up an underload. New appointees may have their employment conditioned upon fulfilling all or part of their regular teaching workload off campus.

5. The faculty members of a department shall be notified of their teaching programs as soon as is feasible. Changes in a faculty member's program may be made if absolutely necessary, but such changes shall be made in writing and dated and signed by the chair of the department.

In making such necessary changes, the chair shall consult with the affected member in the interest of arriving at the best solution for all the parties concerned. Intervals between teaching assignments shall be reasonable.

(f) Underloads. Faculty members required to make up underloads as a result of insufficient workload shall make up such underloads in a department or departments within the Brooklyn Campus. If an underload cannot be made up at the Brooklyn Campus, then it may be made up in any program of the University where courses which the unit members qualify to teach are available. The Administration and Faculty agree that the following shall be observed when underload make-up is required:

1. Workload may be assigned in any program in the University during regular Fall, Spring, or Summer sessions, or during the weekend or other special sessions. The Administration agrees that such assignments shall not impose unreasonable demands on the assigned faculty member.

2. Faculty members assigned make-up workloads at locations requiring additional travel shall be compensated for such additional travel expenses in accordance with Article XXXI, SALARY.

3. Make-up workloads requiring the faculty member's presence at more than one campus or extension program of the university shall be scheduled so as to limit

the number of days required at the off-site location. Compact scheduling (consecutive or near-consecutive sections) shall be arranged whenever possible at the off-site location.

4. Faculty members assigned to make up workload at any campus in the Fall and Spring semesters or Summer sessions shall be given reasonable notice of such assignment, which in no event shall be less than two (2) weeks prior to the beginning of classes. Faculty members shall be given notice of assignment to Summer session(s) subsequent to the dean's approval of the prior Spring workload but prior to March 15th.

5. A faculty member may elect, with the approval of the dean, to make up such underload in Summer session wherever such an option is declared available by the dean on the basis of careful projection in the Fall of the academic year in question.

6. In any department with insufficient workload to provide required full teaching workloads to all full-time department unit members, the selection of the unit member to be designated as "underloaded" will be in the following sequence:

a. Those volunteering faculty members and/or those with the least seniority will be assigned as make-up workload for one (1) semester or session the amount required by the department, provided that the more senior faculty members are qualified to teach the available courses, as determined by the personnel committee of the department. Faculty members so assigned will then be listed at the top of the seniority roster, for this purpose only, so that all department faculty will be assigned make-up workload before anyone is required to repeat an assignment.

b. At the request of the individual faculty member or the Administration, an underloaded faculty member may be transferred, in a part-time capacity to make up underload, to another Campus or unit of Long Island University.

Temporarily reassigned faculty members will continue to exercise seniority, tenure, and voting rights in their original department at the Brooklyn Campus. Assignment of such underloaded faculty members by the Administration will be based upon reverse seniority and the needs of the department of origin and the host department. The Administration will use its best efforts to ensure that sufficient consideration will be given to the faculty member's seniority in the host department.

7. Underloaded faculty may combine independent study and tutorial sections to make up workload units.

8. No faculty member teaching in both the regular Fall and Spring semesters shall be required to teach in more than one Summer session.

9. A unit member who fails to carry a normal teaching workload as set forth in Section 2(d) above shall have his/her salary reduced by an amount equal to the difference between the required normal teaching workload and his/her actual teaching workload.

This provision is conditional upon the Administration's good faith efforts to secure an appropriate teaching or non-teaching position under all the provisions of this Article and shall apply only when all such efforts fail or when the underloaded unit member refuses to accept the workload that is offered.

(g) Overloads. In departments where there are no underloaded full-time unit members, full-time unit members may be assigned up to nine (9) hours overload in any regular Fall/Spring semester. Overload granted to a unit member who has been granted released time shall be reduced by the amount of that released time.

(h) Class Size.

1. Class size quotas may be increased by the administration where it is reasonable; “reasonable” shall be limited by the following parameters.

- Core Courses—class size not to increase more than 10% over the maximum as defined in the 2002-2003 academic year;
- Non-core Courses—class size not to increase more than 15% over the maximum as defined in the 2002-2003 academic year.

Excluded from this provision are writing courses, WAC courses, laboratories, and seminars. These class quotas shall remain at the current level.

2. For new courses introduced during the life of this Agreement, maximum class size will be set by agreement between the full-time faculty of the department and the Administration after careful consideration of the nature of the subject matter.

3. In the event that a department agrees that the class size of a specific course is too large to promote effective, innovative teaching, the department may petition the dean for reduction of said class size. Approval of such reduction shall not be unreasonably withheld.

(i) Released Time. A committee which shall include, but not be limited to, two (2) deans and two (2) designees of the Union shall be established by the President for the purpose of reviewing administrative released time categories related to: (a) the direct administration of the campus (such as committee work, etc.) and (b) interdisciplinary (such as Honors) and other special program coordination (including, for example, HEOP and Guided Studies).

With respect to (a) and (b) above, after consultation with the committee, final decisions shall be made by the President.

No faculty member may combine released time and overload teaching without approval of the dean; said approval shall not be unreasonably withheld.

(j) Special Workload Situations.

1. Master's Thesis Compensation. Compensation for supervision of an accepted thesis which is not part of a course, or for students who withdraw when involved in the preparation of such theses, will be the monetary equivalent of one (1) hour of teaching time, to be paid as a stipend at the appropriate overload rate. Payment will be made by March 15<sup>th</sup> of each year for any such supervision completed in the Fall semester, July 1<sup>st</sup> for the Spring semester, and September 15<sup>th</sup> for theses submitted in the summer.

2. Supervision of Students in Independent Study, Honors and Tutorial Courses. No compensation shall be authorized for such supervision when it is performed in connection with a Master's thesis.

3. Grant Support Compensation. Faculty members submitting grant requests to outside agencies with monetary compensation items for released time from teaching duties and for reimbursement of additional expenses must have these cost items approved by the Vice President for Academic Affairs.

4. Ph.D. Program in Psychology

(a) Any faculty member who teaches in the Ph. D. Program in Clinical Psychology shall be assigned a base teaching load of six (6) contact hours during any semester in which a doctoral level course is part of the total workload

assignment (except for the exclusions stipulated below). The following shall not be considered to be doctoral level graduate courses for purposes of qualifying for the reduced workload:

Practicum courses: Psychology 691 and 692

Individual Research Courses: Psychology 750 and 751

Doctoral Thesis Supervision: Psychology 850 through Psychology 858

Dissertation Topics Seminar: Psychology 849A and 849B

(b) Effective 1 September 2005, a pool of workload credits will be created each semester for the purpose of doctoral dissertation supervision. The pool of credits is calculated by taking the number of students registered for PSY 850 or its equivalent(s) and multiplying it by a factor of 0.6. Workload credit for doctoral dissertation supervision shall not exceed eight (8) semesters for each individual student who is being supervised. The workload credits will be distributed at the discretion of the Director of the Doctoral Program in a fair and equitable manner. The maximum number of workload credits a faculty member may earn for doctoral dissertation supervision is six (6) workload credits per year. No Ph.D. faculty member receiving three (3) credits for dissertation supervision in a given semester is eligible to receive overload for clinical supervision in that semester.

(c) Effective 1 September 2005, contact hours for clinical supervision shall be incorporated into the supervising faculty member's workload at the rate of 0.75 contact hours per semester for each student supervised. (A list of student names and social security numbers is to be provided with workload reports.) Any faculty member who receives three (3) credits of workload for serving on Ph.D.

dissertation committees in a given semester is ineligible to receive workload credit for clinical supervision. However, in the event that a faculty member receives less than three (3) credits for dissertation supervision in a given semester, he/she may receive partial credit for clinical supervision provided that the total number of combined workload credits for clinical supervision and doctoral dissertation supervision does not exceed three (3) credits in any given semester. The maximum number of workload credits for clinical supervision for the Ph.D. program cannot exceed twelve (12) for an academic year.

(k) Office hours. Each faculty member shall post and maintain his/her schedule of office hours and shall be accountable for the discharge of all his/her faculty responsibilities. The schedule of office hours will reflect times which are likely to be convenient to students. Such office hours shall be scheduled on at least two (2) days in every week. In addition, faculty members shall arrange appointments as required to accommodate students who have conflicts with the scheduled hours or days. It is desirable that one (1) office hour per week be scheduled for each section taught, but no faculty member shall be required to schedule more than three (3) office hours in any one (1) week.

The availability of adjunct faculty to students will be determined by the department in accordance with procedures submitted to and approved by the dean.

### Section 3. Adjunct Faculty Workload

Normally adjunct faculty may teach up to nine (9) semester or contact hours in each regular academic semester, if courses are available. Except in cases of academic necessity, no adjunct or overload teaching hours will be made available until workload requirements of full-time faculty are met.

### Section 4. Team-Taught Courses

In any course offered for the first time with a minimum of fifteen (15) students, the two faculty participants shall each receive three (3) credits compensation. If taught again by the same team, each member shall receive three (3) credits compensation, provided the class has a minimum enrollment of thirty (30). Proportionate compensation will be granted each faculty member for team-taught courses with lower enrollment.

### Section 5. Student Teacher Supervision.

For faculty engaged in field supervision of undergraduate student teachers, 0.50 contact hours per semester will be given for each student supervised at least four (4) times during the semester in the field experience of the School of Education. Faculty who teach the accompanying seminar, which such students must attend, will be compensated at a rate of 0.25 contact hours per student registered in seminar. Supervision of graduate students who are involved in such activities will accrue to a faculty member's workload as follows:

- 1) Faculty engaged in graduate student supervision for a three-credit student teaching assignment, including seminar, shall receive .5 credits contact hours per semester per student supervised, effective 1 January 2005.
- 2) Faculty engaged in graduate student supervision for a one-credit student teaching assignment shall receive .2 contact hours per semester per student supervised, effective 1 January 2005.
- 3) Faculty engaged in supervision of first-year student teachers in the New York City Department of Education Chancellor's Fellows program shall receive 0.67 contact hours per semester per student supervised. Effective 1 September 2005, this shall be reduced to 0.60 contact hours per semester per student supervised.
- 4) Faculty engaged in supervision of second-year student teachers in the New York City Department of Education Chancellor's Fellows program shall receive 0.17 contact hours per semester per student supervised. Effective 1 September 2005, this shall be increased to 0.25 contact hours per semester per student supervised.
- 5) Effective 1 January 2005, faculty teaching courses in the Graduate Capstone Experience, including the weekly seminar and masters project (TAL 981A/B and 982A/B) shall be compensated at 3 contact hours per course taught.
- 6) Faculty teaching Graduate Supervision Internship and Seminar, TAL 850 (or its equivalent), shall receive 0.5 contact hours per semester per student supervised.

## ARTICLE XV

### REASSIGNMENT OF PERSONNEL

#### Section 1. Temporary Reassignment

At the request of an individual faculty member or the Administration, with the faculty member's approval, a faculty member may be transferred in a part-time or full-time capacity to another campus or unit of Long Island University. Temporarily reassigned faculty members will continue to exercise seniority, tenure, and voting rights in their original departments at the Brooklyn Campus. The Administration will use its best efforts to ensure that sufficient consideration will be given to the faculty member's seniority in the host department. Nothing in this Article will require faculty approval for transfers in accordance with Article XIV, WORKLOAD, based on underload.

#### Section 2. Voluntary Transfer

At the request of an individual faculty member or the University Administration, said faculty member may be transferred in a full-time capacity to the C. W. Post Campus. Individuals so transferred shall not have their seniority or other rights diminished.

## ARTICLE XVI

### LEAVES

#### Section 1. Sabbatical Leave

The parties agree that the University benefits from, and is enhanced by, providing eligible faculty members with periodic opportunities for professional growth and development. Hence, one (1) semester and two (2) semester sabbatical leaves are available to tenure track faculty who have met the requirements specified in this Article, subject to the approval of the Board of Trustees.

##### (a) General Policy

(1) The Administration shall make available 36 sabbatical leaves during each year of this Agreement. Two additional sabbatical leaves shall be available annually for exclusive use of faculty whose leaves were deferred the previous year. Recipients of two (2) semester sabbaticals will be compensated at the rate of two-thirds (2/3) of their annual base salary during the period of their leaves; recipients of one (1) semester sabbaticals will be compensated at the rate of one hundred (100) percent of their annual base compensation during the period of the leave. One (1) semester sabbaticals shall not exceed one-half of the total number of sabbaticals in any academic year.

(2) Recipients of leaves are normally required to return to Long Island University for at least one (1) year following the sabbatical.

(3) Sabbaticals shall not be available to individuals who will be engaged primarily in remunerative activities, including a teaching appointment at another institution, except where such appointment may be part of a fellowship or grant

responsibility integral to the sabbatical purpose, or when, as recognized by past practice, professional development appointments may be remunerative as set forth in the sabbatical proposal, approved by the Board of Trustees.

(b) Eligibility

(1) An individual faculty member is eligible to receive a sabbatical leave for every seventh year of full-time faculty service, provided he/she holds tenure.

(2) In the sixth year of continuing full-time faculty service, a faculty member may apply for a sabbatical leave for the seventh year. Fulfillment of the mandatory time requirement will not be met, however, unless the Board of Trustees approves the individual for tenure at the end of the sixth year of full-time service. In the sixth year of continuing full-time service after a sabbatical, an individual may again apply for a sabbatical leave. If his/her sabbatical leave was deferred pursuant to Section 2(f), Deferrals, below, he/she may apply in less than six (6) years after the last sabbatical.

(3) Unpaid leaves of absence will not be counted as time toward service for sabbatical leave unless the individual faculty member and the President (or his/her designee) have agreed in advance, in writing, that the exception stated in Section 5(b), Unpaid Leave of Absence, of this Article applies.

(c) Application

(1) The completed sabbatical leave application form must be submitted to the department chair, or where appropriate, to the dean, by October 21. (Application forms will be available in each dean's office by the first week of the academic year.) An application shall be considered to have been made if this requirement is met. Applications received after this date will not be processed.

(2) The application must include the following:

- (a) an indication of the semester(s) for which the leave is requested;
- (b) a detailed statement of the academic purposes for which the leave is requested including, where relevant, grants received and anticipated academic or creative results.

(d) Review Procedures

(1) The personnel committee of the relevant department will make a recommendation based on legitimacy of purpose.

(2) The department chair will make a recommendation based on legitimacy of purpose, validity of eligibility, and compatibility with departmental academic needs.

(3) The department chair will forward the application to the dean by November 5. The application will be accompanied by the recommendations of the personnel committee and chair and by a department profile for the sabbatical year showing leave deployment.

(4) The dean will review the recommendations and verify the support data with reference to the department's leave calendar, validity of eligibility, legitimacy of purpose, and budgetary justification. The dean will notify, in writing, by November 17, the department chair and the individual applicant of any negative recommendations. The notification will state the reason(s) for the recommendation.

(5) The President will submit his/her recommendation to the Board of Trustees for consideration at the first meeting of the Board in the calendar year. All

sabbatical leaves require formal approval by the Board to become effective. All applicants approved by the Board shall be notified at the earliest possible date thereafter, but no later than February first.

(e) Sabbatical Committee

Should there be too few applications of sufficient merit to fill either quota or should a faculty member whose sabbatical has been denied for lack of a meritorious proposal so request, a Sabbatical Committee shall be available to work with the affected applicant(s) to develop and recommend meritorious proposals for resubmission to the President. The Sabbatical Committee shall consist of four (4) individuals appointed by the Vice President for Academic Affairs and four (4) tenured faculty members appointed by the FRC, charged to consult with other faculty when desirable. The committee will forward its recommendations to the President, provided the committee positively recommends approval of the sabbatical proposal. The President will then forward his/her recommendations to the Board of Trustees by the end of that academic year to fulfill the quotas for the next academic year.

(f) Deferrals

(1) For an individual who has fulfilled the time requirements for a sabbatical leave, a leave may be deferred only after a completed application has been filed and approved by all parties through the Board. A deferral may result from the initiative of the Administration or of the individual, either of whom must show compelling reasons for a deferral. All requests for a deferral and all responses must be in writing.

(2) An individual whose sabbatical has been deferred will be placed in a priority category for the next year. The individual need not reapply for sabbatical, but must notify his/her dean in writing by October 21 of intention to take the sabbatical during the following year.

(3) An individual whose sabbatical leave has been deferred will enjoy a one (1) year reduction in the next eligibility period. No individual may defer or be asked to defer a sabbatical for more than one (1) year.

(4) If an individual declines to apply for a sabbatical in any year in which he/she is eligible, that shall not be considered a deferral. That individual may apply any year thereafter, except that no two (2) sabbaticals may be taken without at least four (4) years of full time service between them. Persons who decline to apply for sabbaticals in their minimum eligibility years shall not have priority status when applying later. but neither will they be postponed in their subsequent eligibility.

(g) Report

Within sixty (60) days following the completion of a sabbatical leave, the faculty member shall forward to the President a description of his/her sabbatical activity along with material reflecting the professional accomplishments during the leave.

Section 2. Faculty Development Leave

(a) The Administration and the Faculty recognize the importance of the professional development of the faculty to the growth of the University. Accordingly, the Administration agrees that a tenured faculty member at the Brooklyn Campus shall be eligible for a faculty development leave for either one (1) semester or two (2) semesters.

(b) A faculty development leave is available to eligible faculty members who wish to pursue full-time postgraduate studies or full-time research.

(c) Faculty members who apply for a faculty development leave require the recommendation of their department and the approval of the Administration. The Administration shall assure that a fair distribution of leave is made among applicants with regard to departmental affiliation.

(d) A faculty member who receives a one (1) semester faculty development leave shall fulfill his or her workload requirements in the summer immediately preceding or immediately following the semester during which the leave is taken. A faculty member who is granted a two (2) semester faculty development leave shall fulfill workload requirements in the summers immediately preceding and immediately following the two (2) semester leave.

(e) Faculty members granted faculty development leave shall not be eligible for any employment at any campus or branch of the University, nor shall they engage in any activity for remuneration during the period of the leave. A faculty development leave shall not be made available to a faculty member who was granted a sabbatical leave in the year during or following the leave. The faculty member granted a faculty development leave must show evidence of attendance in a bona fide institution of higher education or evidence of research activity.

### Section 3. Sick Leave

Non-tenured full-time unit members are entitled to one (1) month sick leave for each year of service to the University up to a maximum of six (6) months. Full-time

tenured faculty are entitled to sick leave up to a maximum of six (6) months (i.e., one-half annual base salary and fringe benefits). Sick leave that has been used will be replenished at the rate of one month for each year of service following the use of the sick leave. In no event shall accrued sick leave exceed six months. If the illness and convalescence of a tenured member of the faculty extends beyond six (6) months, he/she will be placed on sick leave without pay (disability benefits apply) and his/her position will be held open, as provided herein, until he/she is able to resume his/her teaching duties or informs the Board of his/her intention not to return to the University. Sick leave benefits will not be paid until the University finance office receives written certification from a licensed physician that the unit member was or is unable to return to work due to illness. For the purposes of this Article, maternity will be treated as any other disability or illness.

#### Section 4. Infant Care Leave

A special leave of absence for the purpose of caring for a newborn or an adopted infant shall be granted for a period of up to one (1) year without pay upon notification to the President and application for such leave by a full-time member of the bargaining unit. Such leave shall, insofar as practicable, begin on September 1 or February 1, unless the date of the birth or adoption of the child shall render these times inappropriate. All terms and conditions of Section 5(b), below, apply to this Section.

## Section 5. Unpaid Leave of Absence

(a) Upon written request to the President and with adequate notice (normally four (4) calendar months), a member of the bargaining unit shall be granted a leave of absence without compensation for a period not to exceed one (1) academic year. The notification period shall be waived in cases of emergency.

(b) Time on unpaid leave of absence shall not count as accumulated service for a bargaining unit member's seniority or eligibility for any benefits or privileges proceeding from accumulated service. However, unit members on grant or fellowship-funded leaves for research or other scholarly pursuits will continue to receive fringe and all other benefits and privileges of accumulated service that would prevail if there were no leave. Leaves of absence for more than one (1) academic year under this section will not be granted in order to permit a faculty member to hold tenure at another institution. Leaves of absence under this section may be renewed at the discretion of the Board normally for a period of one (1) additional academic year.

(c) Members of the bargaining unit who are, or shall become, during the life of this Agreement, elected or appointed officers of the LIUFF shall, upon proper application, be granted a special leave of absence without pay, for not less than one (1) semester, for the purpose of performing legitimate duties for the Union. Members of the bargaining unit who are granted such leaves of absence without pay shall receive credit toward annual salary increases in accordance with their ranks.

(d) No more than two (2) LIUFF officers shall be simultaneously on leave of absence under this provision.

#### Section 6. Salary on Return from Sick Leave

Faculty members on unpaid leave because of illness shall, on return from such leave, receive the salary increases that would have accrued through uninterrupted service. However, the time spent on such leave shall not be credited toward seniority or longevity.

#### Section 7. Jury Duty

Employees who are required to serve on a jury, or who are required to report to court in person in response to a jury duty summons, or who are required to report for jury examination or to qualify for jury duty, shall receive regular salary during such absences provided that they remit to the University an amount equal to the compensation received by them, if any, for jury duty.

#### Section 8. Return from Leave

Upon the return from a leave of absence, the full-time faculty member will be reinstated to the position held prior to the leave of absence. Reinstatement rights will continue until it is indicated that the individual is permanently disabled or does not intend to return to the University. However, should there be a reduction of full-time faculty position during the individual's leave of absence, such individual will be placed in the same situation he/she would have been in had the individual been actively employed at the time of the reduction of full-time faculty positions.

Section 9. Non-Permanent Leave Replacement, Library

In the Library, non-permanent leave replacements shall, in the first instance, be considered by the Library ARPT Committee in consultation with the Dean of the Library. As the need arises, the ARPT and the Dean shall determine the number of hours needing replacement personnel for released time, recesses, leaves (emergency and otherwise), sick leaves, and vacations. The final decision shall be made by the Dean.

## ARTICLE XVII

### FRINGE BENEFITS

All members of the bargaining unit, currently employed in their regular capacity, are eligible (and may be required as specified below) to participate in the fringe benefit plans described in this Article, provided they meet the particular requirements for each plan as described in this Article and as set forth by the individual carrier(s). Benefits for adjunct faculty are provided in Sections 9 and 10.

Providing that there shall be no lessening of benefits, the University reserves the right to change the insurance carrier or carriers or to consolidate any and all insurance plans.

An insurance committee shall be established no later than ninety (90) days after the execution of this contract. The committee shall consist of three (3) members: one (1) full-time faculty representative selected by the LIUFF; one (1) representative appointed by the President; and a chairperson mutually agreed upon by both the LIUFF and the President. The committee will annually review all insurance benefits and submit their findings to the Board.

#### Section 1. Retirement Plan

The retirement plan for eligible full-time unit members is provided by contracts with Teachers Insurance and Annuity Association of America (TIAA) and/or the College Retirement Equities Fund (CREF).

(a) Participation: Participation is mandatory for faculty who have been awarded tenure. Participation in the plan requires attainment of age twenty-six (26) and the completion of one (1) year of service. The preliminary service period will be waived for an employee, otherwise eligible, who already holds a retirement annuity contract issued by TIAA.

(b) Retirement Age Agreement: Mandatory retirement age is determined by applicable law.

(c) Contributions: Each participant in this retirement plan shall contribute five (5) percent of his/her regular monthly compensation, which will be deducted from his/her monthly salary check. Long Island University will contribute five and one-half (5.5) percent of the first \$400 of the monthly compensation and eleven (11) percent of the compensation amount in excess of \$400. The combined contribution will be applied to the purchase of retirement benefits for the participant as follows:

(1) Allocation between TIAA and CREF may be made in any proportion which the participant designates.

(2) A designated percentage will be forwarded to TIAA as a premium for a retirement annuity on the participant's life or to CREF as a premium for an Equities Fund unit annuity certification on the participant's life. In the absence of a designation by the participant, the full amount will be forwarded to TIAA.

(d) Contracts: Each retirement annuity contract written in accordance with Section (c) of this Article is for the sole purpose of providing a retirement income and/or death benefit and is the property of the individual participant. Each contract is between the participant and the issuing company.

The Board reserves the right to modify this plan at any time subject to the terms of this Agreement.

(e) Retirement Incentive: This provision shall not be available to participants in Section 1 (f) of this article. To participate a unit member:

- (1) must have taken at least two sabbaticals;
- (2) may choose to convert final sabbatical to pay and retire on August 31 immediately preceding the authorized sabbatical.
- (3) must be otherwise eligible for retirement.

(f) Early Retirement:

- (1) Participation in any of the early retirement plans shall be voluntary.
- (2) Early Retirement Plan Tenured Faculty
  - (a) Normal Retirement at Age 65.

Option 1

You will receive one-half your final annual salary for each year you retire early for a maximum of three (3) years up to age sixty-two (62). At age sixty-two (62), the university will contribute an amount equal to your final annual salary to your TIAA/CREF annuity.

Option 2

You will receive one-half your final annual salary for each year you retire early up to a maximum of five (5) years.

(b) Normal Retirement Age 68.

Option 1

You will receive one-half your final annual salary for each year you retire early for a maximum of three (3) years up to age sixty-five (65). At age sixty-five (65), the university will contribute an amount equal to your final annual salary to your TIAA/CREF annuity.

Option 2

You will receive one-half your final annual salary for each year you retire early up to a maximum of five (5) years.

The retiree will continue to participate in the fringe benefit program in the Agreement between the parties until such time as the retiree receives the final payment under the Early Retirement Plan.

Section 2. Group Life Term Insurance

Eligible persons may participate with the University in a contributory group term life insurance plan.

Coverage provided is equal to twice the contractual salary to the nearest thousand. The University assumes the cost of the first \$25,000 of coverage, and the employee contributes 50 cents per thousand for coverage above \$25,000 or such rate as the LIUFF can find on the open market, whichever is less. This contribution shall be deducted from his/her regular monthly compensation.

This life insurance is payable in event of death from any cause at any time or place. At the option of the beneficiary, payment will be made in a lump sum or in installments to the beneficiary. A change in beneficiary may be made at any time by the insured if he/she so desires.

When employment terminates, life insurance will cease except if death should occur within thirty-one (31) days thereafter. By making application and paying the first premium to the Aetna Life Insurance Company within thirty-one (31) days after termination of employment, the participant may convert his group life insurance to an individual life insurance policy. This individual policy will be issued without medical examination at the insurance company's regular rates. The individual policy may be written only on a regular whole life or endowment plan but may, if the individual so desires, provide a preliminary period of not more than one (1) year of term insurance coverage.

### Section 3. Tuition Remission

The Employer agrees to provide to full-time members of the bargaining unit, immediately on appointment, remission of tuition charges for any course or courses to be taken in the University, those specific courses being subject to the approval of the appropriate dean, director, or vice-president. Tuition remission does not apply to non-credit courses.

Spouses or life partners of bargaining unit members are entitled to remission of tuition for any credit course(s) to be taken in the University.

Dependent children of bargaining unit members are entitled to remission of tuition for eight (8) semesters of full-time collegiate study or its equivalent of part-time study in any school or college of the University. The criteria determining dependency are those established by the Internal Revenue Service for income tax purposes.

Recipients of tuition remission shall be required to apply for any tuition assistance available under federal, state, and local laws. The total of remission and assistance granted by the University will be net of the legally allowable awards.

#### Section 4. Death benefits

The Employer agrees to provide to any designated beneficiary of a full-time member a monthly grant equal to one (1) month's salary (one-twelfth of the annual salary) for each year of service to the University up to six (6) years, in addition to any accrued pay earned by the employee.

#### Section 5. Major Medical Expense Insurance

Full-time unit members may participate in the TIAA Major Medical Expense Insurance. The University agrees to bear the full cost of this program. Each participant is covered initially for a maximum of one and one-half million dollars (\$1,500,000). This insurance program shall also be provided for participant's dependents (as defined by the carrier).

Amounts of benefits paid shall be subject to the carrier liabilities and the following:

(a) A deductible amount, consisting of any benefits payable under the Blue Cross-Blue Shield plan, plus a cash deductible paid by the insured individual of one hundred dollars (\$100) per person up to a maximum cash deductible of three hundred dollars (\$300) per family.

(b) Coinsurance of 20%. The individual pays twenty (20) percent and the Major Medical Plan pays eighty (80) percent of the covered expenses above the deductible amount. The coinsurance (80% - 20%) terminates after ten thousand dollars (\$10,000) benefit payment.

(c) Retirees. The University shall continue to cover retirees who completed ten (10) years of employment under the major medical plan to the extent of a maximum benefit of fifty thousand dollars (\$50,000), or a University payment not to exceed twelve hundred dollars (\$1,200) per annum, to be used toward the retiree's purchase of Medigap insurance.

(d) Early Retirees. Base plan and major medical benefits afforded to faculty who retire early shall be identical to benefits provided for full-time faculty. Such benefits extend to the unit member's spouse and dependent children, as defined by the carrier.

(e) Reinstatement of Maximum.

(1) On each January 1 there shall be an automatic reinstatement of maximum benefits paid for each insured individual, provided such automatic reinstatement shall not exceed \$80,000; furthermore,

(2) If at any time such maximum has been reduced by at least \$16,000, such maximum may be restored by furnishing, without cost to the carrier, evidence of insurability satisfactory to the carrier.

(f) Covered Charges. In no event shall such charges include any amount in excess of regular and customary charges for the service, supplies, and treatment furnished. Regular and customary charges shall be the 90<sup>th</sup> percentile of such charges recorded by the insurance industry in the relevant geographical area (or ZIP code, if so defined) for the period during which the charges were incurred.

#### Section 6. Total Disability Benefits Plan

Unit members may participate in the TIAA Total Disability Plan after they have completed one (1) year of full-time service. The University shall assume the full cost of this plan.

Beginning on the first of the month following six (6) consecutive months of total disability and continuing during such disability until the eligible unit member reaches age sixty-five (65) or until his prior death, the member shall receive:

(a) A monthly income benefit which, including any income benefits payable from Social Security and Workmen's Compensation, is equal to sixty (60) percent of the unit member's covered monthly salary, but not to exceed five thousand dollars (\$5,000) monthly. In no event will the TIAA monthly income benefits be less than fifty dollars (\$50), even though this amount plus Social Security and Workmen's Compensation benefits may bring the unit member's total income to more than fifty (50) percent of salary.

(b) A unit member will be considered eligible for full disability if such unit member is not able to perform his/her work even if such unit member is able to perform a

less strenuous form of his/her work. There is a two-year limit on the application of the less rigorous definition of disability.

(c) A partial disability benefit may be available only after six (6) months or more of continuous total disability. It is payable if the unit member is unable to earn more than eighty (80%) percent of his/her monthly base wage. It is available during a transition back to full-time work.

(d) In the event of the death of a unit member who is on total disability, the surviving spouse or domestic partner shall be entitled to a one time payment in an amount equal to three (3) times the amount of the last monthly disability payment made to the decedent.

(e) A monthly waiver benefit of the amount being paid to TIAA-CREF annuity in accordance with the provisions of the Employer's plan shall be paid by the employer, but not to exceed ten (10) percent of the first four hundred dollars (\$400) of the individual's covered monthly salary plus sixteen (16) percent of covered monthly salary in excess of four hundred dollars (\$400) as of the date the disability began. This waiver benefit is credited as monthly premiums on annuity.

#### Section 7. Hospitalization - Surgical Insurance

Eligible persons may participate in the Blue Cross-Blue Shield of Greater New York. Participation may include hospitalization insurance alone or may be extended to include the surgical-medical plan. The University agrees to assume the cost of administering the plan and shall contribute as follows:

(a) The employer shall contribute the full cost of the Blue Cross-Blue Shield Individual Plan for each employee who has completed four (4) months of employment and who elects to join the University's group plan.

(b) The employer shall contribute ninety (90) percent of the cost of the Blue Cross/Blue Shield Family Plan for each employee who has completed four (4) months of employment and who elects to join the University's group plan.

#### Section 8. Full-time Faculty Health Care Plans

(a) The parties agree to continue to discuss problems related to current health care plans.

(b) The Administration agrees in principle to administer other HMOs for which the faculty and University are eligible. Further, the Union agrees that each unit member who participates in the plan will pay the difference between the cost of the new plan and the current HMO in which the unit member participates

#### Section 9. Tuition Assistance

The University shall provide tuition assistance to unit members whose dependents are in attendance in other institutions of higher learning at the rate of five hundred and ninety-nine dollars (\$599) per year per dependent as per Internal Revenue Service.

Section 10. Emergency Loan and Salary Advance

Each full-time unit member shall be entitled to one (1) advance in salary during each year. The amount of the advance shall not exceed one (1) month's salary and shall be deducted in full from the unit member's next salary check.

Each unit member shall be entitled to receive one (1) Emergency Loan during each year. The amount of such loan shall not exceed fifteen hundred dollars (\$1500) and shall be repaid through interest-free payments deducted from the unit member's salary checks over a twelve (12) month period.

Each adjunct unit member shall be entitled to one (1) advance in salary during each year. The amount of such advance shall not exceed the amount of accrued and unpaid salary earned at the time the advance is requested.

Section 11. Adjunct Faculty

(a) Hospitalization - Surgical Insurance Adjunct faculty may participate in the employer's group insurance plan at their own expense.

(b) Tuition Remission Adjunct faculty shall be eligible for tuition remission benefits for themselves and dependents with the following limitations:

(1) Eligibility for tuition remission is established by the adjunct faculty member's service—one (1) semester hour credit of tuition remission for each semester hour credit of instruction delivered.

(2) Tuition-remission credits may be used by the adjunct faculty member or his/her dependents at any center of Long Island University in any

course offered in the term in which the adjunct is employed or in any subsequent term within two (2) years.

(3) Tuition remission does not include fees or other course expenses, nor shall the employer be required to make under-enrolled courses, independent study, or tutorial instruction available to students on tuition remission.

(4) Adjuncts or their dependents receiving tuition remission benefits shall comply with all procedures required by the university: registration, application for remission, and application for state and federal student aid grants.

(5) Any of these limitations may be waived with the concurrence of the Administration.

(c) SRA Contributions All adjunct faculty are entitled to make contributions through payroll deduction to SRA accounts in accordance with IRS Regulations.

(d) Reimbursements Adjunct faculty may apply to the Dean for funds for travel, registration, and accommodations when such adjunct represents the University at scholarly conferences providing such application is made at least 30 days prior to the event. These funds will be awarded only at the discretion of the Dean.

## Section 12. Doctoral Loans

In order to encourage and assist full-time faculty members to obtain their doctoral degree, the following shall be in effect:

(a) An interest free loan up to a maximum of \$11,000 as of September 1, 2003, \$12,000 as of September 1, 2004 and \$13,000 as of September 1, 2005 is available for use by full-time faculty who are matriculated in an accredited doctoral program, with no more than \$2,750 as of September 1, 2003, \$3,000 as of September 1, 2004, and \$3,250 as of September 1, 2005, in any one academic year. An additional interest free loan up to a maximum of \$2,750 as of September 1, 2003, \$3,000 as of September 1, 2004, and \$3,250 as of September 1, 2005, may be made available subject to the approval of such additional monies by the Vice President for Academic Affairs. In no event shall the total loans granted to any faculty member under this provision exceed \$15,000.

(b) All other provisions regarding the doctoral loan program, such as forgiveness of the loan or repayment when appropriate shall be in accordance with current University policies and practices regarding such loans.

## Section 13. Computer Dial-In Subsidy

A computer Dial-In Subsidy is available for full-time faculty who are engaged in research which requires extensive use of the University's mainframe computer(s) and whose dial-in ability to LIUNET is curtailed by inadequate dial-in entry ports. Such faculty are entitled to a subsidy in the financial equivalent of the IBM 50 hour per month Internet service. Application for the subsidy must be made to and approved by the Dean of the appropriate college on a first come, first served basis. No more than \$3,200 is

available for such use in each year of this Agreement. This provision shall become void if and when the University's dial-in capability is improved to the extent that faculty conducting such research are able to dial in as needed to conduct the research.

#### Section 14. Tuition Exchange Program

Long Island University shall become a participating institution in the tuition exchange program as defined at [www.tuitionexchange.org](http://www.tuitionexchange.org).

#### Section 15. Wellness Center

Faculty who make use of the facilities of the Wellness Center, including the pool, will pay the standard employee rate. If the user participates at a level equal to the participation rate required in the Oxford POS plan, the fee will be refunded.

## ARTICLE XVIII

### RETIREMENT

#### Section 1. Retirement Age

The current rules of eligibility shall be extended by three (3) years to age sixty-eight (68). In addition, a faculty member must have ten (10) years of service for all early retirement options.

#### Section 2. Post-Retirement Employment

Upon recommendation of his/her department and the Administration, and subject to the approval of the Board of Trustees, a full-time faculty member who has passed the age of retirement shall be offered annual full-time contracts (or part-time contracts on a pro-rata basis) with the continuation of all faculty benefits except tenure, sabbatical leave, and contributions to pension annuity. Retired faculty shall be eligible for adjunct teaching in all sessions and semesters upon recommendation of their departments.

#### Section 3. Fringe Benefits

Retired faculty members shall continue to enjoy full tuition remission or tuition assistance for their dependent children (the benefit shall continue in the event of the decease of the retired member) and the right to use available office space, laboratories, the library, and other campus facilities.

Section 4. Early Retirement

Participation in any of the early retirement programs sponsored by the University shall be voluntary.

## ARTICLE XIX

### SENIORITY

Seniority will be determined by years of uninterrupted full-time service, including paid leaves and administrative service, in the University (without regard to rank) during which the person had faculty rank. While unpaid leaves shall not add to the accrual of seniority, except as set forth in Article XVI, LEAVES, Section 5(b), they shall not be deemed interruptions of service.

In the event that two (2) persons have the same number of years of full-time service in the University, the number of sections of adjunct service shall be the deciding factor in determining the order of seniority. If adjunct service is also equal, the earlier date of birth shall be the deciding factor.

## ARTICLE XX

### UNION TIME

The University shall grant released time to the LIUFF president or his/her designees from the full-time faculty for the implementation of this contract and the handling of grievances, to the extent of the weekly contact hours of three (3) courses, not to exceed nine (9) contact hours a semester as a total for the president or any designees involved.

The LIUFF president or his/her designees must be made known to the Administration one (1) month after the beginning of the semester preceding the semester for which released time is requested.

A person granted released time under the provisions of this Article shall not be eligible for any overload assignments during that semester without the approval of the dean. Such reduction in load will be without loss of compensation as a full-time faculty member.

Any time taken off for attendance at Union conferences or conventions will be arranged in such a way that no added costs accrue to the University and that no impairment of the academic schedule will result.

## ARTICLE XXI

### PERSONNEL FILES

The University shall maintain only two (2) personnel files for each faculty member: a personal file and an administration file.

#### Section 1. The Personal File

The personal file shall be maintained by the appropriate chairperson and may include, but not be limited to, the following:

1. Official personnel summary form, updated at least annually by the faculty member
2. Information relating to the faculty member's academic and professional accomplishments submitted by the faculty member or placed in the file at his/her request.
3. Employment records generated by the college.
4. Memoranda of discussions between the faculty member and his/her chairperson relating to evaluations of the faculty member's professional performance.
5. All evaluation and observation reports of the faculty member's academic and professional performance.

Anonymous documents shall not be included in the personal file. All materials placed in the faculty member's personal file shall be made available to the faculty member, who may attach any comments he/she may desire and initial and date the document. This initialing shall not be deemed to constitute approval by the faculty member of the contents of such document. If the faculty member refuses to initial any document after having been given an opportunity to read the same, a statement to that effect shall be affixed to the document.

The personal file shall be available for examination to the individual faculty member at his/her request. Otherwise, only his/her designee, the Administration, and the committees and individuals responsible for the review and recommendation of the faculty member with respect to reappointment, promotion, tenure, or disciplinary action shall have access to this file.

## Section 2. The Administration File

The administration file shall be maintained by the dean and shall contain only those materials requested by the Administration or supplied by the faculty member in connection with the faculty member's original employment. The administration file shall be available only to the individual, his/her designee, and the committees and individuals responsible for the review and recommendation of the faculty member with respect to appointment.

## ARTICLE XXII

### ACADEMIC CALENDAR AND CEREMONIES

The University will consult with the Faculty, in addition to other constituencies, in setting the calendar before it is published for the academic year.

Both parties reaffirm that attendance at ceremonial occasions such as commencement exercises and special convocations represents an important part of the professional obligations of the faculty. In this connection, it is expected that all faculty members, as a part of their professional responsibilities, will participate in all such ceremonies. Any faculty member not able to attend a ceremonial occasion shall so notify the Marshall.

## ARTICLE XXIII

### FACILITIES FOR THE FACULTY

#### Section 1. Space, Services, and Plant Improvements

In order to deal with existing issues concerning the physical plant at the Brooklyn Campus, high-level representatives of the Administration will meet as necessary with a committee designated by the LIUFF. The committee will prepare a priority list of facility improvements, along with budgets and schedules, and present these to the President. The President will prepare a written statement in which he/she will (1) specify the Administration's commitments from among the recommendations and (2) provide details for the execution of those items during the following fiscal year. The statement will include plans for implementing repairs of the physical plant. By May 15 of each year, the President will give a written report detailing the accomplishments in these areas and accounting for any inability to achieve the stated objectives.

Areas to be given priority attention are safety and security, climate control equipment, elevators, telephone service, security service, janitorial services, office space and equipment, secretarial service, campus signage, student lounges, and special equipment needs in such disciplines as physical education and music.

An individual appointed by the Provost and the Director of Buildings and Grounds for the Brooklyn Campus will be responsible for dealing with on-going facilities issues. In fulfillment of this responsibility, such individual will (1) create and chair monthly meetings of a committee representing all schools and colleges of the Brooklyn campus; (2) receive regular reports from the Department of Buildings and Grounds on

maintenance; (3) periodically inform all faculty and staff of the proper means of reporting facilities and security problems; and (4) create an information system that will inform all members of the campus community of emergency phone numbers.

## Section 2. Safety and Security

The Administration and the LIUFF recognize that the maintenance of a safe and secure campus environment is essential for the continued advancement of the campus community. The Administration will provide a safe and secure place of work and learning consonant with security and safety procedures and systems in place at similarly situated colleges and universities, recognizing the limitations placed upon it by its available resources. The Administration will use its Public Safety and Student Affairs resources to provide such an environment. The Faculty, through the LIUFF, concurrently commit themselves to cooperating fully in the conduct of such security and safety operations and procedures.

## Section 3. Parking

The University shall make available to faculty members one (1) parking permit which shall be valid for one (1) year. The faculty member shall be required to present appropriate evidence of ownership of the vehicle for which the permit is to be used. The permit shall authorize the faculty member to park in the designated University parking lots.

Parking at a commercial facility shall be made available to faculty members who purchase a special permit at the cost of \$30.00 per calendar year.

## ARTICLE XXIV

### FACILITIES FOR LIUFF PURPOSES

The LIUFF representatives shall be allowed to conduct official LIUFF business at the Brooklyn Campus, provided it does not interfere with classroom activities or other faculty members in the performance of their duties, or interrupt normal Brooklyn Campus operations.

The LIUFF shall be permitted use of intra-Brooklyn Campus mail facilities and the mail facilities between the Brooklyn Campus and the University Administration Center at Brookville.

The LIUFF shall be permitted the use of copying, duplication, and reproduction services provided such use does not interfere with or take priority over established operations. Cost of said services will be borne by the LIUFF.

If facilities are available, the LIUFF may, upon formal written request through established procedures, make use of such facilities for general meetings of the LIUFF. No general LIUFF meetings shall be scheduled during the time set aside for general faculty meetings and vice versa.

The LIUFF shall be permitted to use as an office a room acceptable to both parties and of approximately 200 square feet; the specific location will be designated by the Administration. The LIUFF shall be permitted to post notices at all locations commonly used for the posting of notices and will have the exclusive use of a small bulletin board to be placed outside the faculty dining area.

## ARTICLE XXV

### INFORMATION AND DATA

#### Section 1. University

The Administration shall make available to the LIUFF, upon its written request and within a reasonable time thereafter, such statistics and financial information in possession of the Administration which directly relate to this Agreement, except for that information which impinges upon or violates an individual's right of privacy. It is understood that this provision shall not be construed to require the Administration to compile information and statistics in the format requested if not already so compiled.

#### Section 2. LIUFF

The LIUFF shall provide the Administration, by November 31, a list of the names, addresses, and titles of all officers of the LIUFF and will keep such a list current.

#### Section 3.

The Administration shall provide the LIUFF with available information concerning names, sex, home addresses, telephone numbers, departments, rank, years in rank, salary, and tenure status of all members of the LIUFF by November 1st and March 1st of each year. The Administration shall also provide the same information for all changes within thirty (30) days after the change occurs.

Section 4.

During the term of this Agreement, the LIUFF shall be entitled to receive copies of resolutions adopted by the Board of Trustees of Long Island University which directly affect the terms and conditions of employment of the faculty members covered by this Agreement.

## ARTICLE XXVI

### APPOINTMENT OF DEPARTMENT CHAIRS

#### Section 1. General

Each faculty member shall be in a specified department or cognate unit (hereafter termed "department"). Every unit member of a department shall have the right to participate fully in selecting its chairperson and its personnel committee membership, including the establishment of election procedures and voting composition and the making of nominations and voting.

Chairpersons of departments shall be appointed by the dean, following nomination by vote of a majority of the full-time unit members in the department.

#### Section 2. Election Process

Chairpersons will be nominated on confidential nomination forms by full-time members of the department or unit of instruction and elected by secret ballot of such members. The balloting process will be supervised by a Faculty Elections Committee, which will be established by the Faculty to assume responsibility for conducting department elections and to assure fair and equitable election procedures; the Faculty Elections Committee will be the final authority on the election process.

### Section 3.

If the department's nominee is unacceptable to the dean, an acting chairperson shall be appointed by the dean for a term not to exceed one year, during which the procedure of Section 2 of this Article shall be repeated.

### Section 4.

Special elections for chairpersons will be conducted in time to install such chairpersons by the beginning of the academic year. Chairpersons will serve for a term of three (3) years. A chairperson will not normally be eligible to succeed himself/herself after two (2) successive three (3) year terms without an intervening term.

## ARTICLE XXVII

### JUST CAUSE AND DUE PROCESS

#### Section 1. General

No unit member covered by this Agreement may be reprimanded, suspended, discharged, reduced in rank or compensation, or otherwise disciplined, except for just cause and with due process.

#### Section 2. Notification

A faculty member who is subject to any disciplinary action specified above shall be advised in writing by certified mail of the charge(s) and the disciplinary action against him/her. A copy of such notice shall be sent by certified mail simultaneously to the LIUFF.

#### Section 3. Filing of Grievances

A grievance filed under this provision shall be filed in writing within sixty (60) calendar days of receipt of notification by certified mail.

#### Section 4. Arbitration Procedure

In cases of disciplinary action based on professional misconduct or incompetence which result in arbitration, the following procedure may be employed at the arbitration stage:

(a) By agreement between the Administration and the Union or agreement by either party with the designated arbitrator, an academic advisory panel shall be constituted as follows:

The panel shall consist of the arbitrator and a representative designated by the Administration and a representative designated by the Union. The designated representatives of the Administration and Union shall hear the evidence and serve solely in an advisory capacity to the arbitrator.

(b) The opinion and award shall be written solely by the arbitrator.

#### Section 5. Discharge of Tenured Faculty

Tenured faculty members shall not be discharged for incompetence or misconduct except for one (1) or more of the following reasons for which written charges are served by the Administration on the individual:

(a) Incompetent service or gross professional misconduct including that resulting from either physical or mental disability;

(b) Gross neglect of duties;

(c) Commission of a serious criminal offense (such as conviction of a felony);

(d) Substantial misrepresentation of facts with respect to his/her professional and academic qualifications respecting previous employment, academic credentials, or publications and other professional achievements, or willful misrepresentation of or deliberate failure to report outside professional activities.

Discharge of a tenured unit member may be taken up as a grievance directly at Step 2 of the grievance procedure set forth in Article XXVIII, GRIEVANCE

PROCEDURES AND ARBITRATION, within ninety (90) calendar days of such removal or suspension.

## ARTICLE XXVIII

### GRIEVANCE PROCEDURE AND ARBITRATION

#### Purpose

The Administration and the Faculty agree that they will use their best efforts to encourage the informal and prompt settlement of grievances that may arise under the provisions of this Agreement. The orderly processes hereinafter set forth will be the sole method used for the resolution of all grievances.

#### Section 1. Definition

A grievance is an allegation by the faculty member or the LIUFF that there has been a violation, misinterpretation, breach, or improper application of any provision of this agreement.

#### Section 2. Informal Procedure for Handling Grievances

A faculty member covered by this Agreement may present and discuss his/her grievance informally with his/her dean either with or without a representative of the LIUFF. Thereafter, a representative of the LIUFF may informally present and discuss a grievance on behalf of any eligible faculty member(s) provided that the faculty member(s) initiates the grievance with the dean involved. The dean involved shall, upon the request of the grievant, transmit his/her decision in writing to the grievant and the LIUFF within ten (10) work days following the completion of the informal grievance

presentation. Any settlement, withdrawal, or disposition of a grievance at this informal stage shall not constitute a binding precedent in the disposition of similar grievances.

### Section 3. Formal Procedure for Handling Grievances

Grievances may be filed by a faculty member in the bargaining unit on his/her own behalf or by the LIUFF on the faculty member's behalf or by the Union on its behalf. A grievance must be filed in writing by a faculty member or the Union within sixty (60) calendar days from the date of the alleged grievable occurrence or within sixty (60) days of the time the faculty member or the Union had reasonable cause to know of such grievable occurrence. Any grievance not processed in accordance within the time limits specified in this article shall be deemed waived. The written grievance shall set forth the basis therefore with reasonable particularity, designate the article(s) of the Agreement relied upon, and request a specific remedy. Should the grievant be represented by a party other than the LIUFF at Step 1, below, the LIUFF shall be advised of the hearings and has the right to be present as an observer to defend its interest in this agreement.

Step 1: All written grievances shall be filed with the President or his/her designee. The President or his/her designee shall, within thirty (30) calendar days of receipt of the grievance, meet with the grievant and an authorized representative of the Union for the purpose of resolving the grievance. The President or his/her designee shall, within ten (10) work days after the completion of the grievance meeting(s), issue a decision in writing to the grievant and the LIUFF.

If the grievance has not been settled at Step 1, the Union may opt to proceed to Step 2.

Step 2: If the grievance has not been settled at Step 1, then within thirty (30) calendar days after receipt of the written decision, the LIUFF may request arbitration by giving notice to that effect, by certified mail, return receipt, directed to the office of the President and to the American Arbitration Association.

#### Section 4. Arbitration

The arbitration procedure shall be conducted in accordance with the rules of the American Arbitration Association, subject to the provisions below:

(a) 1. The parties hereby designate Richard Adelman, Ralph Berger, Steve Bluth, Joel Douglas, Howard Edelman, Tom Germano, John Sands, Janet Spencer, and Martin Scheinman as members of the arbitration panel under this agreement. The American Arbitration Association shall designate the panel members to serve in alphabetical rotation.

2. Either party to the agreement shall have the privilege during the term of this agreement preemptorily to challenge no more than two panel members; such persons shall be eliminated from the panel and replaced with new mutually agreed upon replacement names.

(b) In no event shall the arbitrator have authority to add to, subtract from, modify, or amend the provisions of this Agreement.

(c) Arbitrability of any grievance involving appointment, reappointment, promotion, or tenure shall be limited solely to procedural issues.

(d) A final decision or award of the arbitrator shall be made within thirty (30) calendar days after the closing of the hearing. Such decision or award shall be binding upon the faculty, the administration and the employees affected thereby.

(e) The costs of arbitration, excluding advocate fees or unilateral withdrawal or cancellation fees, shall be borne equally by the parties. Expenses for the witnesses, however, shall be borne by the party who calls them.

#### Section 5. General Provisions

(a) Wherever a time limit is provided by this article, the parties shall have the right to extend the period only by mutual consent. It is understood that the purpose of the procedure is to resolve grievances quickly and that extensions shall be sought only for good cause.

(b) When hearings or conferences are held, under this article, on school time, unit members who are required to be present at the hearings, or who are called as witnesses by a party, shall be excused for that purpose from other duties without penalty.

(c) Nothing in this Agreement shall be construed as compelling the LIUFF to submit a grievance to arbitration.

#### Section 6. Special Provision

The faculty agrees that the Administration shall not be subject to any grievance or arbitration by any unit member or the LIUFF arising from actions or omissions by a Department Personnel Committee, the Faculty Review Committee or the Faculty Elections Committee.

## Section 7. Monthly Meetings

The President or his/her designee shall meet with the Grievance Chair, the members of the Grievance Committee, and any faculty members who are requesting that a formal grievance be filed on their behalf or who have formal grievances already pending, with the express purpose of promptly and cooperatively resolving all formal grievances or requests for formal grievances to the satisfaction of all involved parties and in the spirit of the purpose of this Article. These meetings will take place on the Brooklyn Campus on the first Wednesday of each month during the regular school year.

## ARTICLE XXIX

### CHECK-OFF

#### Section 1.

The administration agrees to the principle of exclusive check-off of Union dues or agency fee for all members of this unit who voluntarily desire to remit dues/fee by this method. Procedures for the above shall be followed in accordance with forms appended to this Agreement.

#### Section 2.

All such deductions, based on an official list, accompanied by necessary individual authorizations, supplied by the Union, shall be made monthly and remitted to the Union no later than fifteen (15) days after such deductions are made, together with a list containing the names of employees from whom the deductions are made as unit members.

#### Section 3.

It is specifically agreed that the Administration assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Administration harmless from any claims, actions or proceedings by any unit member arising from deductions made by the Administration hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

#### Section 4 Faculty - Checkoff of Dues

The University shall enclose copies of the NYSUT union dues deduction forms in the initial appointment letters of all newly hired faculty. Upon receipt of the signed authorization form, the University shall make the appropriate deduction and remit the collected monies to the Union.

## ARTICLE XXX

### TECHNOLOGY

#### Section 1. Technological Hardware

There shall be no taping, televising, or recording of instructors without their written permission. Such material shall not be used by the University without the written consent of the faculty member and shall remain the property of the faculty member. In the event of a violation of the terms of this provision by a student, the University incurs no liability.

#### Section 2. Intellectual Property/Distance Learning

The parties recognize that technological change and new knowledge about distance education may affect the terms and conditions of employment, professional duties, and responsibilities of the faculty, as well as issues regarding intellectual property, in ways that can not be anticipated during current bargaining period. With this in mind, the parties agree that a committee with representation from the Brooklyn Instructional Technology Roundtable, the Academic Computing and Computer User's committees, and the Administration will be appointed to explore further distance education and technology issues and to report to the parties on the following:

1. Recommend criteria for course approval processes involving distance learning.
2. How support services, training opportunities, and proficiency qualifications for faculty can be developed and enhanced.

3. How communications respecting such matters as changes in available technology, support services, and training opportunities will be handled.
4. Compensation and workload for distance learning courses—especially new courses.
5. Issues which are directly related to class size.
6. Policies regarding privacy, security, and surveillance of electronic work activities as they affect distance education, such as e-mail, Internet access, usage, etc.
7. Establish criteria to evaluate the effectiveness of courses offered at a distance.
8. Establish evaluation criteria to evaluate fairly a faculty member's teaching for distance learning courses.
9. Establish how the role of teaching a distance learning course will affect faculty members during the promotion and tenure process.

The product of this committee's work shall be forwarded to the academic vice president for further consideration and possible action.

Section 3. Intellectual Property.

Representatives of the administration and the union shall attend a meeting with lawyers who specialize in copyright and intellectual property law to work out language to describe the legal issues or ownership of faculty creations.

## ARTICLE XXXI

### SALARY

#### Section 1. General Increase and Rank Bonuses

(a) Effective September 1, 2003, a 2% across-the-board increase will be available for full-time faculty who were on the University's full-time faculty payroll on August 31, 2003. As of September 1, 2003, an additional \$92,800 will be available for distribution as rank payments (see section (b) below). These rank payments will be available to all full-time faculty on the University payroll at their current rank as of August 31, 2003, and will be added to base pay.

Effective September 1, 2004, a 4% across-the-board increase will be available for full-time faculty who were on the University's full-time faculty payroll on August 31, 2004. As of September 1, 2004, an additional \$50,000 plus the savings to be realized in accordance with the practice in the first year of the agreement (as described in section (b), below), will be available for distribution as a rank payments; the amount of said rank payments will be determined by the LIUFF. These rank payments will be available to all full-time faculty on the University payroll at their current rank as of August 31, 2004, and will be added to base pay.

Effective September 1, 2005, a 4% across-the-board increase will be available for full-time faculty who were on the University's full-time faculty payroll on August 31, 2005. As of September 1, 2005, an additional \$50,000 plus the savings to be realized in accordance with the practice in the first year of the agreement (as described in section (b), below), will be available for distribution as rank payments; the amount of said rank

payments will be determined by the LIUFF. These rank payments will be available to all full-time faculty on the University payroll at their current rank as of August 31, 2005, and will be added to base pay.

(b) Rank Payment Formula. For the duration of this contract, an annual payment shall be added to each continuing member's base salary. These payments will be dependent upon rank and will be made to all members who have completed one year of service at a rank as of September 1<sup>st</sup> of each year of the contract. The Administration shall notify the LIUFF of the amount available for rank payments not later than July 1, for distribution the following September 1; available money will be computed according to the following formula:

- i) Annual University contribution of \$50,000 for each year of the contract.
- ii) The savings realized by the University for that year through the difference between the rate of increase of initial rank minima and the rate of increase for continuing rank minima times the number of faculty hired at the initial minimum for that year. One half of this savings shall go to rank payments; one half shall go to the Adjunct Benefit Trust Fund, described in Article XXXVI, Section 7.
- iii) The savings realized by the University by maintaining the rate of increase for per-capita instruction, independent study, travel stipends and chairs' stipends at a level 1% below the rate of increase for continuing base salary.

For the 2003-2004 academic year, the total amount of money to be distributed as rank payments is calculated as follows:

University Contribution	\$50,000
1% Minima Savings	17,000
0.5% Minima Savings	8,500
1% All extra wage payments Savings	9,429
1% Chair Stipend Savings	<u>7,427</u>
	\$92,356
One-time return from benefit fund	<u>+ 500</u>
	\$92,800

For the 2003-2004 academic year, this will result in the following rank payments:

Full Professor	\$500
Associate Professor	\$400
Assistant Professor	\$290
Instructor	\$200

## Section 2. Salary Payment

The term of appointment of a full-time faculty member in the unit is the University's fiscal year, September 1 to August 31, for which the annual salary is paid.

Annual salary is paid in twelve (12) monthly installments.

## Section 3. Promotional Increase

A faculty member shall receive a two (2) percent increase in his/her base salary in effect on the date prior to the effective date of his/her promotion.

Section 4. Minimum and Initial Appointment Salary

(a) Minimum

	<u>9/1/03</u>	<u>9/1/04</u>	<u>9/1/105</u>
Full Professor	\$66,434	\$67,099	\$67,770
Associate Professor	58,465	59,050	59,641
Assistant Professor	53,167	53,699	54,236
Instructor	47,836	48,315	48,799

A unit member shall receive the new minimum or the increases described in Section 1, above, whichever is greater.

(b) Initial Appointment. The salary of a unit member upon initial appointment shall be set forth in (a) above. However, the Administration shall have the option to establish a salary at initial appointment above the minimum set forth in (a) above. Should the salary requested exceed the minimum set forth in (a) above by more than ten (10) percent, the dean will submit a recommendation to the union committee on salary. In the event that the union committee fails to agree with the dean's recommendation, the matter will be submitted to the President. The President or his/her designee will then personally consult with the union president prior to making the appointment.

(c) There may be circumstances in which market conditions compel the University to hire new faculty into an academic department at a salary higher than tenured faculty already employed in the department. In such cases, the Human Resources Officer, at his/her sole discretion, increase the salary of such tenured faculty in the affected department in an effort to reasonably remedy the salary disparity created by such

new hire. The amount of such salary increase may be distributed over a period of up to four years, at the discretion of the Administration.

Section 5. Adjunct/Overload

The following adjunct/overload pay scale shall be in effect on the following dates:

	<u>9/1/03</u>	<u>9/1/04</u>	<u>9/1/05</u>
Full Professor	\$1214	\$1264	\$1315
Associate Professor	1097	1142	1188
Assistant Professor	983	1024	1065
Instructor	869	904	941

Section 6. Independent Study

The per credit rate in effect during the term of this Agreement for independent study (tutorials, reader courses, graduate 707 courses, independent research supervision, and other independent study courses) shall be:

<u>Effective</u>	<u>Per Credit</u>
9/1/03	\$108.00
9/1/04	\$112.00
9/1/05	\$116.00

The maximum number of students that faculty members in a department may carry in independent study during a semester shall be determined by the dean in consultation with the department chair.

#### Section 7. Payment for Per Capita, Independent Study and Overload

Faculty members who complete a teaching assignment on either a per capita, independent study, or overload basis shall be compensated prior to March 15 for such teaching assignment completed during the previous Fall semester, prior to June 1 for such teaching completed during the previous Spring semester, and prior to September 15 for such teaching assignment during the previous Summer session, subject to the timely reporting of such workloads. For violations of this Section, a faculty member will receive interest at the prevailing rates, where such payment is delayed by more than thirty (30) calendar days.

#### Section 8. Library Faculty Overload

Library faculty shall be afforded the opportunity to have thirty-two (32) days overload work during their vacation period. In addition, such faculty shall also be afforded the opportunity to have overload during recesses and/or intercessions up to a maximum of twenty (20) days additional overload over and above the thirty-two (32) days overload allowed during the standard vacation period. Library faculty shall have priority in the assignment of any additional library overload. Overload compensation will be paid at the rate of six (6) overload credits per month, at the standard faculty overload rate, except that during the Summer and during recesses and intercessions the overload rate for library faculty shall be the same rate as the general across-the-board increase, if the latter is higher.

Section 9. Special Compensation

Special travel compensation and reimbursements for lodging is provided to faculty teaching at off-campus locations as follows:

(a) Travel. Faculty members shall be compensated at the rate specified by the IRS per mile for the difference between the distance from home to the teaching assignment and home to the Brooklyn Campus.

In addition, a faculty member who teaches a course at site off campus fifty (50) miles or more than the difference between his/her residence and the Brooklyn Campus will receive a stipend as indicated below:

<u>Effective</u>	<u>Amount</u>
9/1/03	\$375
9/1/04	387
9/1/05	399

If more than one (1) course is taught on the same day, the person shall receive no additional stipend.

(b) Lodging. Subject to the approval of the Administration, faculty teaching at off-campus locations will be reimbursed for lodging if the scheduled hours or distance involved necessitates overnight lodging.

Section 10. Compensation for Department Chairs

(a) Responsibility. A chair is responsible to the Administration for fulfilling his/her departmental duties from September 1 through August 31 of each year.

(b) Compensation

- (1) When the nine-hour teaching load becomes effective on September 1, 2004, all chairs of departments shall continue to receive release time for the balance of their current term of office, and, if re-elected, for one more term at the level set forth at the time of their initial appointment as chair. If they continue as chairs thereafter, they will be subject to the provisions of the next paragraph. Such continuing chairs in English, Biology, Psychology, Mathematics, Chemistry, Sociology/Anthropology, History, Computer Science, Management, Accounting, Teaching and Learning, Human Development and Leadership, Journalism, Physical Therapy, Speech and Library will continue to receive a stipend, as per past practice, under the same conditions as above. For the 2003-4 academic year, the stipend shall be \$3,059. For the 2004-05 academic year, the stipend shall be \$3,151. For the 2005-06 academic year, the stipend shall be \$3,256.
- (2) All chairs appointed after September 1, 2003 shall have a teaching load of six (6) credits per semester.
- (3) All chairs appointed after September 1, 2003 will be paid a rate to be negotiated by the faculty member, the Administration and the LIUFF. In no case shall the rate be less than the value of three (3) credits of overload.

(4) Subject to the approval of the President, a chair may receive an additional stipend for services on campus during his/her vacation leave to oversee department operations.

<u>Effective</u>	<u>Stipend</u>
9/1/03	\$968
9/1/04	998
9/1/05	1028

(c) Chairperson Surrogate. Subject to the approval of the President, a chair may assign a portion of this stipend to a surrogate who shall perform the chair's duties on campus during periods of the chair's vacation leave.

ARTICLE XXXII

NO STRIKE/NO LOCKOUT

The Faculty expressly agrees that it will not participate in, counsel, or induce any type of strike or job action during the term of this contract, and, likewise, the Administration expressly agrees not to lock out any faculty members included in this unit during the life of the Agreement.

ARTICLE XXXIII

SUCCESSOR

The parties agree that any successor employer shall be bound to honor this Agreement and the terms and conditions stated herein.

ARTICLE XXXIV

CONFORMITY TO LAW-SAVINGS CLAUSE

If any provision of this agreement is or shall at any time be contrary to law, then it shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute provision shall be subject to appropriate consultation and negotiation with the Union. The results of any such negotiations shall not circumvent the law.

If any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

## ARTICLE XXXV

### STATUS OF ADMINISTRATORS

#### Section 1. Peer Review

No administrator who is assigned teaching responsibilities may assume those responsibilities without the approval of the department(s) in question. Under such circumstances, the administrator will be subject to the review process required of full-time faculty members for initial appointment per Article VII, INITIAL APPOINTMENT, Sections 1, 2 and 3. Their teaching responsibilities will subsequently be subject to review under Article VIII, REAPPOINTMENT.

#### Section 2. Administrative Appointments

A faculty member who accepts appointment to an administrative position within the University shall be granted a leave of absence from the department in which he/she serves. Such faculty member shall be entitled to return to his/her position upon termination of the administrative appointment at the salary that he/she would have received had he/she continued as a faculty member during the period of administrative service. The faculty member's status at the effective date of the administrative appointment will be unchanged, whether the status be tenured or probationary with a particular number of years of service. An administrative appointment of a probationary faculty member shall not result in de facto tenure.

### Section 3. Externally Funded Projects

Principal investigators on externally-funded projects, excluding administrative fellowships, will not be required to accept an administrative appointment, except where such an appointment is required by the granting agent. In such cases their rights would be governed under Section 2 above.

ARTICLE XXXVI  
ADJUNCT FACULTY

Section 1. Assignment of Adjunct Faculty

(a) The provisions set forth herein regarding the assignment of adjunct faculty shall apply only to members of the adjunct faculty who have taught at least thirty-six (36) credits or at least six (6) credits in four (4) consecutive semesters at the Brooklyn Campus.

(b) If such member of the adjunct faculty is not assigned to teach a course which such person normally teaches, and the course is available for assignment to a member of the adjunct faculty, the member of the adjunct faculty may meet with his/her chair in order to resolve the matter of the assignment.

(c) If the matter is not resolved by meeting with the chair, the adjunct faculty member may present the matter to the dean. The adjunct faculty member may, at the adjunct faculty member's discretion, be accompanied by a representative of the LIUFF. The dean, if requested, shall provide a written statement of the reasons for the assignment made.

(d) If the matter remains unresolved, the adjunct faculty member may submit the matter to the Vice President for Academic Affairs for resolution. The decision of the Vice President shall be final and binding.

Section 2. Reappointment and Promotion of Adjuncts

(a) The review and evaluation of members of the adjunct faculty for reappointment and promotion shall be conducted at the discretion of the Administration or upon the written request of the adjunct faculty member. All such written requests for review and evaluation must be presented to both the chair and the dean.

(b) The criteria for such review and evaluation shall include, but not be limited to, the following:

1. Classroom instruction and the extent to which the candidate provides the requisite coverage in breadth and depth of assigned specialty areas;
2. Evidence of scholarly writing and research presented by the candidate;
3. Attainment of advanced degrees;
4. Evidence of professional expertise, growth and experience;
5. Where applicable, creative work in the candidate's discipline; and
6. Candidate's professional work experience as it relates to the candidate's academic discipline.

(c) A candidate is eligible for reappointment or promotion provided that the candidate's review and evaluation results in the candidate's affirmative recommendation for such action by the departmental review committee, the chair, discipline and campus-wide review committees, the dean and the President.

Section 3. Special Compensation

(a) If an adjunct is invited by a division or department head to design an elective course and the course is subsequently not offered, the adjunct shall be compensated for preparing the course according to the following scale:

2003-04	\$111/credit
2004-05	\$116/credit
2005-06	\$121/credit

(b) In the event a chair or dean requests that an adjunct faculty member perform non-teaching duties, the chair or dean will meet with the faculty member and mutually agree upon the amount of compensation, if any, to be paid to the faculty member for the activity. If mutual agreement is not attained, the faculty member is not required to perform the activity. The foregoing is not intended to change existing practice in the English and Mathematics Departments.

(c) Adjuncts teaching one or more sections of Core Seminar (COS 50) per term receive one additional credit compensation, at their current rank, per term in which they teach. Adjuncts teaching Core Seminar in one or both Summer sessions receive one additional credit.

Section 4. Health Care for Adjunct Faculty

Adjunct unit members regularly employed at the Brooklyn Campus, or in one of its programs, are eligible to participate in one of the HMO or POS plans (herein after

referred to as the Plan) normally provided to full-time unit members, provided that such adjunct: (1) has been employed at the Brooklyn Campus for at least two (2) full academic years and has taught at least twelve (12) credits in each of the academic years or has taught twelve (12) credits in one academic year and is teaching at least six (6) credits in the semester following such academic year; (2) pays to the University Payroll Department, or other entity designated by the Payroll Department, the full cost of the Plan in which the adjunct enrolls; (3) normally continues to teach at least twelve (12) credits at the Brooklyn Campus, or in one of its programs, during each academic year in which the adjunct participates in the Plan; and (4) complies with all of the requirements of the carrier of the Plan. In the event the adjunct fails to meet any of the foregoing eligibility criteria, such adjunct shall not participate, or, if already enrolled, shall not continue to participate, in the Plan.

The foregoing is subject to formal agreement by the Plans in so far as they will accept adjunct participants based upon the conditions set forth above.

Adjunct faculty who are eligible for health care for adjunct faculty, per this Article, may participate in the Section 125, IRC, Flexible Health Plan that permits certain payments to be made from pre-tax dollars.

#### Section 5. Support Services for Adjuncts

The Administration agrees to provide necessary technological and support services for evening and adjunct faculty, including: photocopying, access to computers and word processing, and mailing services. The library will be the central access site and the "one card ID system" will be the access mechanism. Additionally, Faculty Lounge

hours will be expanded to include evening hours. The Lounge will also be equipped with telephone services (providing full access to area codes 516, 718, 212, 914, 646, 917 and 631) exclusively for outreach to students. Lockers will be provided on a trial basis.

The target date for full implementation of these provisions is February 1, 1995.

#### Section 6. Payments to Adjunct Faculty

Adjunct faculty shall be paid in four installments per semester. Spring semester payments will be made one, two, and three months after the beginning of the semester and upon submission of final grades. Fall semester payments will be made according to the following schedule:

<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
10/2/03	10/1/04	9/30/05
10/30/03	10/28/04	10/27/05
11/26/03	11/24/04	11/23/05
12/15/03	12/17/04	12/16/05

#### Section 7. Adjunct Benefit Trust Fund

(a) A Benefit Trust Fund shall be established by the LIUFF. Said Fund will be administered by a board appointed by the LIUFF and will be used for the sole benefit of adjunct members, in a manner to be established by the LIUFF. This fund will comply with all local, state, and federal laws.

(b) Funding for the Adjunct Benefit Trust Fund will come from the following sources:

1. A one-time contribution of \$50,000 by the LIUFF;
2. Contributions from the University according to the following formula:

<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
\$50,000	25,000*	25,000*

\* Plus savings to be realized in accordance with the practice described in paragraph c, below.

- a) The following formula shall be used to compute funds available for the Adjunct Benefit Trust Fund. With the exception of the University Contribution—which shall be \$25,000 in each of the three years of this contract—and the one-time sum of \$500 returned to the pool of money available for full-time rank payments, the numbers apply to the 2003-04 academic year and will be adjusted in subsequent years to reflect actual savings.

University Contribution	\$25,000
1.0% Savings in Minima	17,000
0.5% Savings in Minima	<u>8,500</u>
	\$50,500
Returned to Full-Time Rank Payments	<u>- 500</u>
	\$50,000

## ARTICLE XXXVII

### NON-TENURE TRACK POSITIONS

#### Section 1. Definition

The parties agree to create non-tenure track positions, subsequently called non-tenure track appointments (NTTA), according to the terms below, in departments that require faculty to teach in clinical, technical, skills, fine arts, or specialty areas which do not require faculty to have traditional tenure track qualifications such as a terminal degree or ongoing scholarly achievement. These areas include, but are not restricted to, computer science, the writing program, nursing and the health sciences, media arts, education, and fine arts. NTTAs will not interfere with tenure track appointments within a department nor will they be used to reduce the number of tenure track lines negotiated in the current CBA.

#### Section 2. Initial Request and Eligibility

The department personnel committee and chair shall initiate the request for an NTTA. All qualified adjunct and full-time faculty will be considered available for NTTAs.

#### Section 3. Appointment and Review

NTTAs are hired on an annual basis. Continuing appointment will be based on positive annual review and department need for the position. The exact nature of the review process will be determined at the time of initial hire by the department/program

involved, and a description of the process will be submitted in writing to the NTTA at that time.

#### Section 4. Promotion

NTTA faculty may be promoted in rank according to guidelines developed by the appropriate academic department and with written approval of the Dean and Vice President for Academic Affairs

#### Section 5. Workload

The workload will be 12 hours per semester, including related, clearly defined administrative and/or professional duties that will be recommended by the department and subject to approval by the administration. These responsibilities and their workload contact hour equivalency will be specified at the time the request for an NTTA is initiated and shall be included in the NTTA's contract. Such duties may be amended prior to annual renewal.

#### Section 6. Salary

Annual salary will normally begin at the instructor level with the same annual increases provided by the CBA for tenure-line faculty. However, with the mutual agreement of the department and the administration, an appointment might be made at a higher rank/salary with the same annual increases provided by the CBA for tenure-line faculty. Summer teaching shall be at the overload rate appropriate to the individual's rank. Full-time faculty will be hired into this category at their current ranks and salaries.

## Section 7. Notice of Termination

Written notice of continuing appointment of NTTAs will be given by the President or the Vice President of Academic Affairs according to the following schedule:

- (a) In the first year of full-time employment, notice will be given to NTTAs by March of that year and appointment will take effect on September 1 of that first year.
  
- (b) In the second year of full-time employment, and in each succeeding year, notice will be given by December 1 of that year and appointment will take place on September 1 of that academic year.

Should economic conditions require layoff of faculty, NTTAs will be subject to layoff prior to other full-time faculty.

## Section 8. Voting Rights

NTTA voting rights will be determined on a department-to-department basis at the time the request for the NTTA is initiated.

## Section 9. Release Time

NTTAs will not be eligible for release time except when it is subsidized by external funding, nor will they be eligible for compensated leaves except as prescribed by applicable law.

Section 10. LIUFF Membership

NTTAs will be members of the bargaining unit.

ARTICLE XXXVIII

DURATION

The Agreement, when ratified by the membership of the LIUFF and the Board of Trustees of Long Island University shall be for a three (3) year term 1 September 2003 to 31 August 2006.

IN WITNESS WHEREOF, the parties have hereunto set their hands this    day of January, 2005.

For Long Island University

For Long Island University Faculty Federation,

Local 3998, N.Y. State United Teachers,

NYSUT, AFT, AFL-CIO

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

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

Jeffrey Kane,  
Vice- President

Edward Donahue,  
President

## MEMORANDA OF UNDERSTANDING

### I. TENURE DENSITY

Long Island University and the Long Island University Faculty Federation jointly acknowledge that the recent and prospective growth in the number of full-time faculty members at the Brooklyn Campus justifies an increase in tenure appointments. Hence, subject to the maintenance of enrollment at the Fall 1999 level (using the official end-of-semester enrollment count), the Board of Trustees and the administration will set as a target a tenure density of sixty-two (62) percent, derived by dividing the number of tenured faculty by the total number of faculty. “Tenured faculty” shall include all tenured faculty, including those on sabbatical, sick leave, leave of absence, and early retirement, but shall exclude those who have been on long-term disability for more than twelve months. “Total faculty” shall include all full-time faculty—tenured, probationary, and visiting—including those on sabbatical, sick leave, leave of absence, and early retirement, but shall exclude those who have been on long-term disability for more than twelve months.

All tenure appointments shall remain subject to the provisions of the Agreement, including, but not limited to, (1) Board determination of the availability of tenure positions in candidates’ departments or programs and (2) tenure worthiness as per Articles VI and XI in the 2003-06 collective bargaining agreement.

During the 2003-06 period, and subject to the maintenance of enrollments at the Fall 1999 level (using the official end-of-semester enrollment count), the Board of

Trustees agrees not to impose a moratorium on new tenure appointments at the Brooklyn Campus and agrees to interpret “tenure availability” liberally.

## II. NEW FULL-TIME LINES

The Administration and the Union jointly acknowledge and commit to the goal of achieving a full-time/adjunct teaching credit ratio of 50/50 by hiring additional full-time faculty during the term of this agreement.

## III. ADJUNCT FACULTY PROMOTIONS

The Administration agrees that all adjunct faculty with at least four (4) years in rank and with no more than one year gap in service will be reviewed for promotion within the existing ranks and no such promotion will be unreasonable withheld. Under this provision, no fewer than forty-five (45) persons will be promoted during the term of this Agreement.

## IV. OVERSIZE CLASSES

There will be an opportunity for both full-time and adjunct faculty to receive extra payments for oversize classes.

- For classes with enrollments at the end of the cancellation period 33%-67% over quota, the faculty member will receive a stipend of \$500
- For classes with enrollments at the end of the cancellation period 67%-133% over quota, the faculty member will receive a stipend of \$1000

- For classes with enrollments at the end of the cancellation period 133%-167% over quota, the faculty member will receive a stipend of \$1750
- For classes with enrollments at the end of the cancellation period 167%-233% over quota, the faculty member will receive a stipend of \$2500

#### V. PARITY

The parties reaffirm their commitment to parity in the Agreement of wages, released time, fringe benefits, and workloads.

#### VI. ORIENTATIONS AND FACULTY DEVELOPMENT

Current practice regarding the payment of adjunct faculty asked to participate in orientations, faculty development, and/or evaluation programs shall continue as per the past practice in effect during the 2002-03 academic year.

#### VII. TRANSFER OF FACULTY FROM THE SOUTHAMPTON CAMPUS

The University recognizes that those tenured faculty at the Southampton campus are tenured at Long Island University with all the rights and privileges that come with such status. Furthermore, the University is committed to providing several probationary faculty positions at the Brooklyn campus.

In the context of the transfer of these tenured and probationary faculty, the University is committed to ensuring that no current full-time Brooklyn faculty members will be disadvantaged relative to their applications for reappointment or tenure. In

keeping with this objective, the transferred faculty members will not be counted for purposes of calculating tenure density at the Brooklyn campus until such former tenured Southampton faculty have completed five years of service at Brooklyn.

Probationary faculty transferred from the Southampton campus to the Brooklyn campus will be on one-year faculty appointments terminating August 31, 2006. These faculty may be reappointed following annual review and maintained on the tenure track if so recommended by the personnel committees and chairs of their respective departments. The probationary period of such faculty shall be consistent with the number of years of their full-time faculty employment at Long Island University. However, with the consent of the affected faculty member as well as the appropriate departmental personnel committee and chair, a transferred faculty member's probationary period may be extended by one, two, or three years. Such agreement must be provided in writing to the Dean of the affected school or college no later than February 14, 2006.

The voting rights of faculty within their departments shall be consistent with the provisions of the collective bargaining agreement and the bylaws of each individual department affected.

In no event shall a current Brooklyn faculty member be underloaded due to the workload assignment made to a Southampton faculty member.

The University will not use the number of full-time faculty, tenured or probationary, in considering any current faculty member's application for reappointment in any department accepting and maintaining tenured and/or probationary faculty members transferred from Southampton.

The University will not use the number of full-time faculty, tenured or probationary, in considering any current faculty member's application for tenure in any department accepting and maintaining tenured and/or probationary faculty members transferred from Southampton. If a faculty member in any such department is recommended for tenure by all relevant faculty authorities and not so recommended by the Vice President for Academic Affairs, the union may appeal the decision based upon the administration applying issues of institutional need as set forth in this memorandum in rendering its decision. This special grievance procedure will be in addition to those set forth in Article XXVIII, sections 4 ( c ) and 6 of the current collective bargaining agreement.

The conditions set forth in this memorandum are in effect, and remain in effect until the completion of the faculty review process for all Brooklyn probationary faculty of record as of September 1, 2005.

#### VIII. FUNDS AVAILABLE FOR RANK PAYMENTS AND ADJUNCT BENEFIT TRUST FUND

The parties agree that the transfer of a number of full time faculty from the Southampton Campus to the Brooklyn Campus of Long Island University may have a strong impact on the rate of hiring new faculty in the near future. In the 2005-2006 academic year, this will affect the amount of money to be distributed for rank payments to continuing full time faculty on the Brooklyn Campus and also the size of the University payment into the Adjunct Benefit Trust Fund. Therefore, the parties agree

that, for the 2005-2006 academic year, the amount of such monies shall be calculated as the average of the payments from the previous two years, which were calculated based upon the formula specified in Article XXXI, Section 1(b) of the current collective bargaining agreement. The amount of money agreed to for the third year of the CBA and the method used in calculating it are detailed below.

<b>Rank Payment Fund</b>		<b>Adjunct Benefit Fund</b>	
<b><u>September 2003:</u></b>		<b><u>September 2003:</u></b>	
1) Minima (1%)	\$17,000	1) Minima (1%)	\$17,000
2) Minima (.5%)	8,500	2) Minima (.5%)	8,500
3) All Extra Wage Payments	9,429	3) "Excess" (subtracted)	-500
4) Chair Stipends	7,427		
5) "Excess" added	500		
sub-total (a)	\$42,85	total (d)	\$25,000
<b><u>Setember 2004:</u></b>		<b><u>Setember 2004:</u></b>	
1) Minima (3%)	6,380	1) Minima (3%)	6,380
2) Independent Study	1,714		
3) Travel Stipend	1,010		
4) Chair Stipends	367		
sub-total (b)	9,471	sub-total (e)	\$6,380
<b>Total (for two years) (a+b)</b>	<b>\$52,327</b>	<b>Total (for two years) (d + e)</b>	<b>\$31,380</b>
<b>Average for two years:</b>	<b>\$26,164</b>	<b>Average for two years:</b>	<b>\$15,690</b>
<b><u>Setember 2005:</u></b>		<b><u>Setember 2005:</u></b>	
1) University Contribution	\$50,000	1) University Contribution	\$25,000
2) Average for past 2 years	26,164	2) The average for past 2 years	15,690
AY2005-'06 Rank Payment Fund	\$76,164	Contribution to Adjunct Fund	\$40,690