



**AGREEMENT**

**BETWEEN**

**BOARD OF TRUSTEES**

**OF**

**LONG ISLAND UNIVERSITY**

**AND THE**

**COMMUNICATIONS WORKERS OF AMERICA**

**NOVEMBER 1, 2008 - OCTOBER 31, 2013**

## TABLE OF CONTENTS

	PAGE
Article I Recognition and Definition of Unit	1
Article II Guarantee of Rights	2
Article III Appointment and Salary Schedule	4
Article IV Workload	9
Article V Grievance Procedure	13
Article VI Membership and Service Fee	18
Article VII Tuition Reimbursements Benefits	20
Article VIII Fringe Benefits	22
Article IX Miscellaneous	24
Article X Separability	26
Article XI Senior Adjunct Faculty and Personnel Files	27
Article XII Successorship	31
Article XIII Duration of Agreement	32
Appendix A (Teaching Availability Form)	33

ARTICLE I

RECOGNITION AND DEFINITION OF UNIT

Section 1.

Long Island University, hereinafter referred to as the "University," recognizes the Communications Workers of America, hereinafter referred to as the "Union or CWA" as the exclusive bargaining agent with respect to all terms and conditions of employment for the Unit described in the certification. The rights granted to the Union shall not be afforded to any other group of employees organized for the purpose of representing members of this unit in collective bargaining.

UNIT: INCLUDED: All employees teaching degree credit courses in adjunct titles employed at Long Island University's C. W. Post Campus and its branches in all regular and special sessions.

EXCLUDED: Members of Board of Trustees, Officers of the University, University senior-level administrators, Officers of the C. W. Post campus, Visiting Adjunct teaching staff and all other academic Administrative Personnel, all personnel required to teach as part of his/her administrative contract, employees teaching solely in continuing education, all other employees, guards and supervisors as defined in the Act, and High Ranking Government officials and other distinguished elected and appointed officials.

Section 2.

It is agreed by the parties that the Campus will not create new part-time job classifications outside of existing bargaining units in an effort to reduce the work covered by the unit without negotiating the impact of such new jobs classifications with CWA.

## ARTICLE II

### GUARANTEE OF RIGHTS

#### Section 1.

Neither the University nor the Union will interfere with, restrain or coerce any employee covered by this Agreement because of membership in or non-membership in or lawful activity on behalf of the Union.

#### Section 2.

The Union agrees that it will admit to membership and represent equally all members in the bargaining unit.

#### Section 3.

The University and the Union agree that there shall be no discrimination against any unit member or against any applicant for employment by reason of age, race, creed, color, sex, religion, handicap, national origin, political affiliation, sexual orientation, or status as a veteran including status as a disabled or Vietnam era Veteran.

#### Section 4.

The parties agree to use their best efforts to create and maintain a climate that will lead to the general acceptance and implementation of the University's Affirmative Action Policy as stated below:

It is Long Island University's policy to make appointments solely on the basis of merit, affording equal opportunity to all individuals in recruitment, employment, and promotion, without regard to race, color, religion, sex, national origin, age or handicap. Further, it is the policy of the University to ensure nondiscrimination in all terms and conditions of employment, including educational training opportunities, work assignments, benefits, and the use of facilities. The University adheres to a policy of equal pay and other benefits for equal work. Additionally, Long Island University takes Affirmative Action to recruit applicants for employment and promotion from among women, members of protected minority groups, qualified handicapped individuals, and veterans, including disabled veterans and Vietnam era veterans.

Section 5. Duplicative Proceedings:

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 his behalf in any court or governmental agency, a claim, complaint or suit, complaining of the action grieved, under applicable federal, state or municipal law or regulation.

Section 6.

The University and the Union support the principle of academic freedom. Members of the bargaining unit covered by the Agreement shall enjoy the right to discuss their disciplines and scholarships and matters collateral to them in the classroom, to engage in research and to publish its results. Unit members may at any time write or speak as an independent person without institutional censorship provided such activity does not interfere with the performance of duties and the Unit member does not purport to represent the University.

ARTICLE III

APPOINTMENT AND SALARY SCHEDULE

Section 1.

All adjunct teaching staff appointments shall be made by the President or his/her designee.

Section 2.

Initial employment as adjunct teaching staff shall be in accordance with the following entry level salary schedule:

Per Credit Entry Rate	Masters Bachelors ---- years	Doctorate or Equivalent ---- years
LEVEL I (Instructor)	0 - 6	
LEVEL II (Asst. Professor)	7 or more	0 - 5
LEVEL III (Assoc. Professor)		6 - 8
LEVEL IV (Professor)		9 - 11
LEVEL V (Sr. Professor)	12 or more	

Section 3.

The term "years" as stated on the initial employment entry level salary schedule set forth in Section 2 above shall mean years of college-level teaching experience or years of relevant professional experience or a combination thereof. Determination of years of experience shall be made by the V. P. for Academic Affairs or his/her designee.

Section 4.

a) Adjuncts with a Continuing Teaching Assignment

1) Effective 9/1/08 adjuncts who have a continuing teaching assignment, shall receive the following per credit salary rates:

LEVEL I (Minimum)	-	\$1,018
LEVEL II	-	\$1,152
LEVEL III	-	\$1,285
LEVEL IV	-	\$1,422
LEVEL V (Maximum)		\$1,557

2) For academic year 2008-2009 adjuncts who taught will receive a one-time, lump sum payment equal to 4% of the total salary the adjunct received for the academic year 2008-2009 (including summer and any special session). This amount will not be added to the salary schedule.

3) For academic year 2009-2010, there will be no increase in the salary schedule.

4) For academic year 2010-2011, there will be a 2% increase in the salary schedule, and for every one quarter percent (1/4%) above two percent (2%) increase in credits sold at Long Island University (excluding SCALE, ACE, and any other high school programs) (comparing each fiscal year with the prior fiscal year and using the 2009-2010 year as a minimum enrollment base for any increases over 2%), Unit members will receive an additional one quarter percent (1/4%) increase in the salary schedule, with a maximum of an additional two percent (2%) increase per year (4% total maximum per year). These amounts shall be added to the salary schedule.

5) For academic year 2011-2012, there will be a 2% increase in the salary schedule, and for every one quarter percent (1/4%) above the two percent (2%) increase in credits sold at Long Island University (excluding SCALE, ACE, and any other high school programs) (comparing each fiscal year with the prior fiscal year and using the 2009-2010 year as a minimum enrollment base for any increases over 2%), Unit members will receive an additional one quarter percent (1/4%) increase in the salary schedule, with a maximum of an additional two percent (2%)

increase per year (4% maximum per year). These amounts shall be added to the salary schedule.

- 6) For academic year 2012-2013, there will be a 2% wage increase, and for every one quarter percent (1/4%) above two percent (2%) increase in credits sold at Long Island University (excluding SCALE, ACE, and any other high school programs) (comparing each fiscal year with the prior fiscal year and using the 2009-2010 year as a minimum enrollment base for any increases over 2%), Unit members will receive an additional one quarter percent (1/4%) increase in the salary schedule, with a maximum of an additional 2% increase per year (4% maximum per year). These amounts shall be added to the salary schedule.
- b) Effective 9/1/08, per capita teaching shall be compensated at the rate of \$137 per credit. For academic year 2009-2010, there will be no increase in per capita rates. The per capita rate for 9/1/10, 9/1/11, and 9/1/12 will be increased by the same percentage as the general wage increases for each of those years. For classes taught on a per capita basis, the number of students enrolled at the time of the first session or the number of students who appear on the roster shall be the minimum for which compensation is made.
- c) Effective 9/1/08, unit members who teach individual music lessons shall be compensated as follows:
  - 1) \$584 per semester for each 1 credit individual music course taught.
  - 2) \$871 per semester for each 2 credit individual music course taught.
  - 3) For academic year 2009-2010, there will be no increase in the salary schedule.
  - 4) Effective 9/1/10, 9/1/11 and 9/1/12, compensation for teaching individual music lessons shall be increased by the same percentage as the general wage increase for each of those years.

#### Section 5. Upgrade to Level II

Any unit member who is at Level I and who teaches at least fifteen (15) semesters of adjunct teaching, at least three credits or its equivalent in each of the semesters, is eligible for upgrade to Level II

under the following condition:

No unit member may accrue more than three (3) semesters during any single academic year, September 1st through August 31st.

An adjunct at Level I is eligible for and may request an upgrade to Level II if the adjunct has earned a doctorate, regardless of the number of credits or semesters taught. In order to be eligible for promotion to Level II, the adjunct must provide proof of the receipt of the doctorate from a bona fide accredited educational institution.

a. Unit members who are eligible must apply for the upgrade in writing to the appropriate Dean.

b. The application shall include all relevant information including, but not limited to, name, social security number, department, date of hire and an enumeration (listing) of the semesters worked, and, if applicable, the doctorate earned. The application shall also include a recent resume, employment history and justification for the request for an upgrade in rank. The dean will review the application for promotion and the overall performance of the adjunct. Such review may include evidence derived from observation by faculty, student evaluations and observation by the relevant dean or designee of the dean. Upon favorable recommendation of the dean to the Academic Vice-President, all eligible adjuncts will be upgraded to Level II in the semester following the application, provided such application is received by the dean on or before the eighth week of the semester during which the application is made.

c. For Fall 2010, any valid application received prior to December 31, 2010 shall be retroactive to September 1, 2010.

#### Section 6. Upgrade To Salary Levels III, IV & V

A. At the conclusion of each four years of consecutive teaching in a particular salary level, a unit member may request a review, in writing, to be considered for an upgrade from the member's current level to the next higher level.

B. During two of the previous four years, a full review and evaluation of the unit member's performance must have been conducted and the results of the review and evaluation must have been placed in the unit member's personnel file at the time the review and evaluation was conducted.

C. The review and evaluation will include, but not be limited to, the criteria set forth in Article XI, SENIOR ADJUNCT FACULTY & PERSONNEL FILES. Such review will also include classroom observation by peers, student evaluations and observations by the relevant dean or designee of the dean.

D. If a unit member has applied and if a review or evaluation is not conducted by the relevant dean or designee of the dean, the unit member's performance will be considered as satisfactory.

#### Section 7. Promotion

A. All promotions will be based on demonstrated merit. Seniority will also be taken into consideration.

B. To be considered for promotion, an adjunct must apply, in writing, to the dean, with a copy of the request given to the department chair and cite reasons why he or she should be promoted. The adjunct's request will be evaluated in accordance with the provisions outlined in Section 5 (for upgrades to Level II) or Section 6 (upgrades to Level III, IV & V).

C. A dean, with the appropriate recommendation of the department chair, may waive consecutive years of teaching, as outlined in Section 5 & 6, in exceptional cases.

D. If an adjunct is turned down for promotion to the next higher level, he or she will receive a letter of denial from the dean, with an explanation or reasons for the denial. If the adjunct is not satisfied with the explanation or if the adjunct feels that the process in evaluating the promotion request was unfair, the adjunct has the right to appeal the denial to the appropriate dean, whose decision will be final. This provision shall not be grievable under Article V.

E. The University will provide seniority lists regarding unit members upon request by the union.

## ARTICLE IV

### WORKLOAD

#### Section 1.

The University shall not enter into any Agreement with any other employee union with respect to the workload of members of this bargaining unit except as necessary to protect the University's right to assign and appoint adjunct personnel.

#### Section 2.

Unit personnel shall not be assigned and teach more than a total of 21 credits per year (9/1 - 8/31) but in no event more than 9 credits in any one of the following time frames:

9/1 - 1/31, 2/1 - 5/31, 6/1 - 8/1.

#### Section 3.

Courses for which compensation is made on a per capita basis, and not on a per credit basis, shall not be included in the teaching load limit as set forth in this Article.

#### Section 4.

a. A Teaching Availability Form (TAF) at Appendix A, shall be completed by adjunct faculty eligible for teaching assignments each year as follows:

Not later than thirty (30) days prior to the deadline for the departmental submission of the regular fall schedule of classes to the Registrar or when appointment letters are sent to re-appointed adjunct staff.

b. The TAF shall be returned to the department chair where they will be kept on file.

c. New hires shall receive their TAF in their new hire packets.

d. Additional TAF's may be downloaded from the Academic Affairs website under "Policies, Procedures and Forms."

e. It shall be the responsibility of each Unit member to return the completed form to the

appropriate Dean not later than two (2) weeks prior to the deadline for the departmental submission of the schedule(s) for each semester.

f. Any failure to return the form as stated above or failure to be available for assignment during at least one (1) assignment period during each academic year shall result in the unit member's removal from eligibility for assignment status.

g. Further, the parties agree that receipt of a Teaching Availability Form by a unit member does not obligate the University to provide a teaching assignment.

#### Section 5.

- A. If an adjunct is not assigned a course consistent with his or her availability listed on the TAF, he/she may meet with the chairperson to discuss the complaint.
- B. If the complaint is not resolved, he/she may submit it to the appropriate dean. The adjunct may, at his/her discretion, be accompanied by a CWA representative. The dean, if requested, shall provide a written statement of the reasons for the assignment made.
- C. If the complaint remains unresolved, it may be submitted to the Vice-President for Academic Affairs whose decision shall be final and not grievable under Article V of the Agreement except as explicitly noted in Article V, Section 4(f) and (g).

#### Section 6.

- A. If a previously offered and accepted assignment is withdrawn for any reason other than A(1), A(2) or A(3) below, and the affected adjunct is not offered another comparable assignment, the University shall compensate the affected adjunct in accordance with (C), below. If a previously offered and accepted assignment is withdrawn for any of the reasons hereunder, the University is under no obligation to

compensate the adjunct in any way.

Reasons:

- (1) when a full-time faculty member is assigned a course previously scheduled to be taught by an adjunct;
- (2) the course is canceled which shall mean for the purpose of this provision, that no one else is assigned to teach the exact same section during that semester or session;
- (3) if multiple sections of the same course are consolidated.

B. Notwithstanding any of the foregoing (Part "A" of this section), an adjunct who meets a course, the assignment to which is subsequently withdrawn prior to the normal termination of such course due to one of the foregoing reasons, shall be compensated on a pro rata basis for actual classroom meeting times.

C. Compensation to be provided to an adjunct when a teaching load is withdrawn:

- (1) If an assigned and accepted course is withdrawn for reasons other than cancellation, assignment to a full-time faculty member or consolidation as set forth in "A" above, with less than seven (7) days notice, the adjunct shall receive the following per credit preparation compensation:

\$250/credit

- (2) If an assigned and accepted course is withdrawn for reasons other than cancellation, assignment to a full-time faculty member or consolidation as set forth in "A" above, after the commencement of such course, the adjunct shall be compensated on a pro rata basis for actual classroom meeting time. The adjunct will receive preparation pay only if four or fewer class sessions were taught. If five or more course sessions are taught, the adjunct will be

compensated based on the number of sessions taught, and would not be eligible for preparation pay.

Preparation pay in this instance will be \$250 per credit.

Section 7.

All adjunct teaching assignments shall be made by the appropriate dean or his/her designee.

Section 8.

Once the course has commenced, an adjunct assigned to a course shall not be required to teach the course on a per capita basis without his/her consent. Failure to give such consent to teach the course on a per capita basis shall not constitute refusal of an assignment and shall result in preparation compensation. The adjunct shall receive the following per credit preparation: \$250 per credit. If the adjunct refuses to teach the course on a per capita basis, the adjunct will be compensated on a prorated basis for the actual class meetings.

Section 9.

It is the intent of the University to notify adjunct teaching staff members in writing of assignments available at the earliest date possible. Initial notification may be oral, but it must be followed by written confirmation.

When notified of assignment, the Unit member shall be responsible for submitting his/her course outline and preliminary schedule of required office hours which shall be at least one (1) hour per week for each three credits of teaching and which shall be held at a time comparable with his/her regular class hours.

ARTICLE V  
GRIEVANCE PROCEDURE

Section 1. Purpose

The University and the Union agree that they will use their best effort to encourage the informal and prompt settlement of grievances. The orderly processes hereinafter set forth shall be the sole method used for the filing and processing of any grievance.

Section 2. Definition.

A grievance is an allegation made by a Unit member that there has occurred a violation, misinterpretation, or improper application of a specific term or provision of this Agreement which is not otherwise excluded from the grievance procedure under this Agreement.

Section 3. Procedure.

(a) Informal Stage. An aggrieved Unit member and the appropriate Department Chairperson shall meet to resolve a grievance in an informal manner. No determination shall be made by the Department Chairperson at such an informal meeting which diminishes, amends or otherwise modifies the provisions of this Agreement.

(b) A grievance shall be filed in writing within thirty (30) calendar days from the date of occurrence. Any grievance not processed in accordance with the time limits specified herein shall be deemed waived. The written grievance shall set forth the basis therefore with reasonable particularity, including a designation of the Article (s) of the Agreement relied upon, and the remedy requested.

STEP 1: All written grievances shall be filed with the appropriate Dean and a copy shall be sent to the Office of Labor Relations. The Dean or his/her designee shall, within fourteen (14) work days of receipt of the grievance, meet with the grievant and an authorized representative of the Union, for the purpose of resolving the grievance.

STEP 2: If the grievance has not been resolved at STEP 1, then, within fourteen (14) calendar days

after receipt of the decision of the Dean or his/her designee the Union alone may submit the grievance in writing to the University Director of Labor Relations. The University Director of Labor Relations or his/her designee shall, within fourteen (14) calendar days of receipt of the grievance, meet with the grievant and a representative of the Union for the purpose of hearing the grievance.

STEP 3: If the grievance has not been resolved at STEP 2, then within fourteen (14) calendar days after receipt of the STEP 2 decision the Union alone may request review of the University Director of Labor Relations' decision by giving notice to that effect directed to the office of the Vice President for Academic Affairs of Long Island University. The Vice President for Academic Affairs or his/her designee shall, within thirty (30) calendar days of receipt of the notice requesting review of the University Director of Labor Relation's decision, convene a hearing to consider the substance of the grievance. Within thirty (30) days of the conclusion of the hearing(s) before the Vice President for Academic Affairs or his/her designee, the Vice President for Academic Affairs or his/her designee shall issue a decision in writing to the Union.

The decision of the Vice President for Academic Affairs or his/her designee, subject to the provisions of Section 4 below, shall be final and binding upon the Union and the employee(s) affected thereby.

#### Section 4. Arbitration.

If the grievance has not been settled at Step 3, then within fifteen (15) calendar days after the receipt of the Step 3 written decision, the Union alone may request advisory arbitration by giving notice to that effect, by certified mail, return receipt requested, directed to the Office of Labor Relations of Long Island University and the American Arbitration Association.

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

(a) In no event shall the arbitrator have the authority to recommend additions to, subtractions from, modifications of or amendments to the provisions of this Agreement.

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

(c) The arbitrator's opinion and award shall be advisory to the parties, except under circumstances outlined in (f) and (g), below.

(d) Within ten (10) days following the receipt of the arbitrator's award the Vice President for Academic Affairs shall inform the Union of the University's final decision in writing.

(e) Effective February 1, 1985, if the Union asserts that any decision of the Vice President for Academic Affairs which is rendered subsequent to an arbitrator's award, and on or after February 1, 1985, is arbitrary or capricious, then the Union, but not an employee, shall have the right to commence an action in the courts of the State of New York. The jurisdiction of the court shall be limited to determining whether a breach of this Agreement has occurred, and in no instance shall the parties introduce into evidence at the trial of the action, or in any discovery proceedings, the advisory award and proceedings of the arbitrator, or the final decision of the Vice President for Academic Affairs.

(f) Binding arbitration is available with respect to course assignment when an adjunct on the seniority list is not offered available course(s) for a reason other than under Article IV, Section 6(A), the course at issue was previously taught by the adjunct and the course at issue is offered in the semester at a time consistent with the adjunct's TAF.

(g) Binding arbitration is available with respect to course assignment for a non-senior adjunct in the semester following the denial of seniority status where the adjunct is not offered available course(s) for a reason other than under Article IV, Section 6(A), the course at issue was previously taught by the adjunct and the course at issue is offered in the semester at a time consistent with the adjunct's TAF.

(h) The arbitrator's authority to award a binding arbitration opinion under sections (f) and (g) above shall be limited solely to whether the administration acted in accordance with Article IV, Sections 5

or 6 of the Agreement. The arbitrator shall not be authorized to review the merits of the academic judgments of the faculty or the administration or substitute his or her judgment thereto.

(i) If binding arbitration is requested under paragraphs (f) or (g) above, the parties will use a panel of arbitrators in the order set forth below:

1. Howard Edelman
2. Stanley Aiges
3. John Sands
4. Richard Adelman

The succession of the list will follow from the last arbitrator designated, i.e., if arbitrator "3" has just been designated (after arbitrators "1" and "2" were challenged), the arbitrator on the panel for the next case (subject to challenge) would be arbitrator "4". The American Arbitration Association (AAA) will administer the panel on our behalf.

Each side will have one peremptory challenge with respect to each case. The party initiating an arbitration will designate in writing with the arbitration request the next arbitrator on the panel in order of succession, as set forth above, or indicate its challenge to that arbitrator and designate the one following on the list. The respondent will then have ten (10) days from its receipt of the arbitration request to challenge the arbitrator, with notice thereof to the other party and to the AAA. If the party initiating the arbitration has not exercised its challenge on the case, it shall have ten (10) days from its receipt of the challenge of the respondent to challenge the next arbitrator on the list, with notice thereof to the party and the AAA. For example, if the party initiating the arbitration picks arbitrator "1", and the respondent challenges arbitrator "1" and designates thereby arbitrator "2", the initiating party could, in its discretion, then exercise its peremptory challenge with respect to arbitrator "2", so that arbitrator "3" would thereby be designated.

#### 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 written consent. It is understood that the purpose of procedure is to resolve grievances quickly, and that extensions shall be sought only for good cause.

(b) Hearings or conferences, under this Article, shall not be held at a time when Unit members, who are entitled to attend hearings or who are called as witnesses by either party, are required to meet assigned classes.

(c) A grievant may withdraw his/her grievance at any level. In any event, the withdrawal or resolution of a grievance shall not constitute a precedent which might affect similar cases.

#### Section 6.

It shall be the intention of the parties to settle all differences between the University and the Union through the grievance machinery in accordance with the provision of this Agreement. Therefore, the University agrees that it will not lock out its employees and the Union agrees that it will not directly or indirectly sanction, promote, encourage or effect a job action, strike, slowdown or work stoppage during the life of this Agreement. In case of a dispute between the University and another Union, the employees covered by this Agreement will not take part in a job action or sympathy strike.

## ARTICLE VI

### MEMBERSHIP AND SERVICE FEE

#### Section 1. Membership and Agency Shop

(a) Each member of the bargaining unit shall, as a condition of employment, pay dues or an agency fee to the Union.

(b) All faculty covered by this Agreement who commenced employment on or after the effective date of this Agreement, as a condition of continued employment, shall:

(i) Become a member of the Communications Workers of America (CWA) within thirty (30) after the commencement of his employment and thereafter maintain his membership in CWA in good standing as a condition of continued employment. For the purpose hereof, an employee shall be considered a member of CWA in good standing if he tenders his periodic dues uniformly required as a condition of membership: or:

(ii) Pay an agency fee to the CWA equivalent to the dues required of members in the CWA.

(iii) Unit members who do not wish to have their dues or agency fee deducted from their paychecks must pay their dues or agency fee on the full academic semester no later than the first pay period of the academic semester.

(c) A unit member who fails to maintain membership in good standing, or to pay an agency fee to the Union, shall be subject to suspension pending compliance with the provisions of this Article. Such suspension shall be effective thirty (30) days after the University receives notice from the Union of the faculty member's noncompliance.

#### Section 2.

(a) Upon receipt of a written authorization from an employee, the University shall, pursuant to such authorization, deduct from the wages due each employee each pay period, and remit to the CWA

regular dues and fees, as fixed by the CWA. Adjuncts need only to submit dues check off forms to payroll just once. Check off forms will remain in effect for as long as an adjunct has a workload. Unit members who do not wish to have their dues or agency fee deducted from their paychecks must pay their dues or agency fee on the full academic semester no later than the first pay period of the academic semester.

(b) The University shall be relieved from making such checkoff deduction upon:

- (1) termination of employment
- (2) layoff from work
- (3) an unpaid leave of absence
- (4) revocation of the check-off authorization in accordance with its terms or with

applicable law.

(c) Each pay period, the University shall remit to the CWA all deductions for dues made from the wages of unit members for that pay period, together with a list of all employees from whom dues have been deducted, no later than fifteen (15) days after such deductions are made.

### Section 3. Indemnification.

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

## ARTICLE VII

### TUITION REIMBURSEMENTS BENEFITS

Unit members shall be eligible to receive tuition reimbursement benefits as follows:

#### Section 1.

For each credit taught by the Unit member the Unit member may receive a reimbursement on an equal number of credits for which the Unit member has registered in any non-doctoral program in University. The amount of reimbursement is as follows:

9/1/02 100%

A unit member must pay the full amount for the course(s) and shall receive the reimbursement within 30 days of the completion of the course taken. The benefit of tuition reimbursement shall apply for the semester in which the Unit member is teaching or the semester immediately following the teaching assigned.

#### Section 2.

Reimbursement shall not be made for fees or other attendant course expenses.

#### Section 3.

The tuition reimbursement benefit is available for use by either the Unit member, his/her spouse or dependents (as determined by IRS criteria). Each credit of teaching may be used only once to receive tuition reimbursement benefits, e.g., a Unit member and spouse may not use the same credit taught by the Unit member to receive the tuition reimbursement benefit.

#### Section 4.

(a) Effective 9/1/02, dependent children of adjuncts who have taught for two consecutive years, will be eligible for 60% tuition remission benefits. The term "two consecutive years" means that the adjunct must teach at least one course in each of two consecutive academic years. Failure to teach a course in any subsequent academic year will cause the adjunct to have to repeat the two years of consecutive

teaching cycle over again. For a dependent child to receive this benefit, the following conditions must be met:

1. The child must be a dependent of the adjunct as defined by I.R.S. rules.
2. The dependent child is a full-time student in a degree granting program or course of study.
3. Dependent children are entitled to tuition remission of up to eight semesters.
4. The benefit does not apply to non-credit courses unless such a course is required for a degree.
5. There can be no pyramiding of this benefit. Students who utilize the 100% tuition remission benefit described in Section 3, cannot also combine it with this benefit.

#### Section 5.

Applications for tuition remission for each Unit member for whom tuition remission benefits are sought, must be completed and submitted to the University payroll Department at the University Center at least one month after the registration period. Failure to apply for the remission benefits as and when required will result in forfeiture of the tuition reimbursement benefit.

#### Section 6.

All candidates for tuition remission whether or not pursuing full-time courses of study, are required to complete the appropriate applications for all federal and state funded student grants-in-aid programs. The determination of the distribution of the grants-in-aid awards to the students' tuition cost, to the University's remission cost, and to other student costs, shall be made by the Financial Aid Office, upon review of the Student Eligibility Report presented by the Student. Tuition reimbursement monies refunded to the Unit member shall be net of any financial aid received.

ARTICLE VIII  
FRINGE BENEFITS

Section 1.

The parties agree that subject to carrier limitations, the following programs are available to Unit members. The cost of such participation shall be borne entirely by the Unit member.

A. Retirement (Group Supplemental Retirement Annuities: A cashable annuity contract, called the Group Supplemental Retirement Annuity (GSRA) is available through contracts provided by the Teachers Insurance Annuity Association and CREF (TIAA/CREF). This plan gives employees the opportunity to accumulate annuity funds on a tax-deferred basis. The employee makes GRSA contributions. There is no University contribution to this account.

B Health Insurance

Section 2.

Unit members who desire to participate in any or all of the above programs shall have the responsibility of contacting the University Benefits Office (health forms office).

Section 3. Eligibility For Health Insurance

A. Unit members regularly employed by the C. W. Post Campus, or in one of its programs, are eligible to participate in one of the HMO or Point of Service (POS) plans ("Plan") normally available to full-time unit members provided that such Adjunct unit member: (1) has been employed at the C. W. Post Campus for at least two full academic years and 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, the full cost of the Plan in which the Adjunct enrolls; (3) normally continues to teach at least twelve (12) credits at the C. W. Post Campus, or 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. Adjunct faculty hired on or after September 1, 2006 will only be eligible to participate in the Oxford Gold

Health Plan.

B. In the event that the Adjunct fails to meet any of the foregoing eligibility criteria, such Adjunct shall not participate in or not continue to participate in the Plan.

C. The foregoing is subject to formal agreement by the Plan that they will accept Adjunct participation based on the conditions set forth above.

Section 4.

The University will notify the union once a year of the current rates for Life and Health Insurance.

Section 5. Benefit Trust Fund

A. The Communication Workers of America (CWA), Local 1101 will establish a Benefit Trust Fund. This Fund will be administered by a board appointed by the CWA and will be used for the sole benefit of adjunct faculty members, in a manner to be established by the CWA. This fund will comply with all local, State, and Federal laws.

B. The CWA will establish eligibility criteria for participating adjuncts. Further, the union will notify the University on how the money is to be dispensed.

C. The Adjunct Benefit Trust Fund will be funded by University contributions and will make annual contributions at the following levels:

<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
\$50,000	\$50,000	\$50,000

D. Payments from the University shall be made to the Trust Fund on or before September 1<sup>st</sup> of each year, beginning in 2010.

## ARTICLE IX

### MISCELLANEOUS

#### Section 1. Bulletin Boards and Use of Inter-Office Mail and Mailboxes.

The Union shall be entitled to post notices on existing bulletin boards customarily used for general notices in accordance with established regulations. In addition, the Communication Workers of America (CWA), Local 1101, shall be provided with a bulletin board (at least 3' x 3') for its exclusive use, to be located at a place of the CWA, Local 1101's choice. Inter-office mail and mailboxes shall be available for use by the Union providing that such use does not interfere with the usual operation of the mail room.

#### Section 2. Reproduction Services.

Departments shall have the responsibility for the reproduction of course outlines, examinations and other necessary class materials. Each department shall make known in advance the lead time required for such preparation and reproductions and the manner in which Unit Members may avail themselves of such services.

#### Section 3. Utilization of Office & Desk Space

Upon prior written request to a department chairperson the adjunct faculty member making the request shall be provided, during the semester in which he/she teaches, the opportunity to utilize existing office and desk space. Such request, including a copy to the appropriate Dean, must be made at the time the adjunct faculty member is notified of his/her teaching assignment for that semester. Additionally, appropriate deans shall evaluate strategies for the provision of space for exclusive use by the adjunct staff and he or she shall make recommendations to the Vice President for Academic Affairs and the CWA no later than ninety (90) days following the execution of this Agreement.

#### Section 4. Telephone Services

The University shall provide a telephone number, to be listed in the C.W. Post Campus telephone directory, for the use of unit members.

Section 5.

The Administration shall print copies of this Agreement and distribute them to the union.

Section 6.

The Director of Labor Relations shall notify the Union of all full-time faculty positions concurrent with the release of such information to any public medium.

The University recognizes and values the services performed by its adjunct faculty. This is particularly so in the case of adjunct faculty who have taught at least 42 credits or at least 6 credits in five consecutive semesters at the C. W. Post Campus of the University. Appropriate Deans shall be cognizant of this service when considering qualified Adjunct faculty for all open full-time faculty positions before filling any such position.

Adjuncts who apply for full-time faculty positions, including Visiting Professor, and who are not selected, will receive a reply, in writing, with the specific reason(s) for the rejection.

Section 7.

A committee, composed of members of the University administration and the union, will meet once a semester to deal with problems related to office space, workload, duplication/reproduction services and other conditions of employment.

## ARTICLE X

### SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulation or decree, such action shall invalidate only the affected provision and not the entire Agreement. Any such invalidated provision shall at the request of either party be subject to negotiation between the parties but, in no event, shall the result of such negotiations circumvent the law.

## ARTICLE XI

### SENIOR ADJUNCT FACULTY & PERSONNEL FILES

#### Section 1. Seniority Review and Evaluation

(a) Performance review and evaluation of adjunct unit members shall be at the discretion of the administration providing notice is given to the unit member; criteria for such reviews and evaluations 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. Attainment or possession of advanced degrees;

3. Evidence of professional expertise, growth and experience;

4. Observation by peers

5. Student evaluations

6. Observation by relevant dean or designee of the dean.

(b) Upon completion of at least forty-eight (48) credit hours of teaching at C. W. Post, the adjunct unit member may apply, in writing, to the Dean for seniority review and evaluation. The review shall take place no later than the semester following the receipt of the application. The accrual of a unit member's credit hours of teaching for purposes of meeting the minimum required forty-eight (48) credit hours of teaching, shall start with the Fall 1977 regular academic semester.

Following such review and evaluation and upon written affirmative recommendation of the Dean, the adjunct unit member shall be placed on the Adjunct Seniority List.

#### Section 2. Personnel Files

(a) Personnel Files.

Upon initial appointment and/or assignment of an adjunct to a course taught at or through C. W. Post Campus, the appropriate Dean shall establish the official personnel file for that adjunct.

(b) Contents of Personnel File.

The personnel file shall contain:

- (1) An updated individual curriculum vitae. It is the obligation of the unit member to supply and keep his curriculum vitae current and correct.
- (2) All written evaluation (s) of a unit member's performance.
- (3) Information and documents considered pertinent to

personnel matters by the Administration.

- (4) Letters, statements, and forms required by this Agreement.

(c) Procedure.

- (1) All materials placed in the Personnel file shall be dated when received by the Dean's Office.
- (2) Upon written request of an individual unit member, the appropriate Dean or designee shall provide at cost of duplication and mailing one (1) copy of requested personnel file material to that unit member.
- (3) Upon written request to the Dean and receipt from the Office of the Dean of notification of date and time, the unit member shall have the right to examine his/her personnel file. Unit members shall have the right to file a statement in response to the material placed in the personnel file at the time of his/her examination of the personnel file or within seven (7) calendar days thereafter.

Section 3.

Arbitration of Section 1 of this Article (Seniority Review and Evaluation) shall be limited solely to procedural issues. The Arbitrator shall not be authorized to review the merits of the academic judgment of the faculty and administration or substitute his or her judgment therefore.

Section 4.

All Unit members who are on the adjunct Seniority List prior to the Spring 2010 semester shall be permanently grandfathered on the seniority list, subject to the remaining provisions of the collective bargaining agreement. The list will be made up by one or more courses and in such a way that is verifiable. The list will be sent to the dean and the union at the beginning of the Fall semester. Adjuncts added to the list beginning with the Spring 2010 semester can be removed from the Seniority List under the following conditions:

- (a) The adjunct has received poor student evaluations over two or more semesters.
- (b) The adjunct has not demonstrated proficiency in his/her field or for the courses for which seniority status was granted;
- (c) The adjunct has retired;
- (d) The adjunct is deceased;
- (e) The adjunct is terminated.

Section 5.

A. Unit members who are on the Adjunct Seniority List shall be the first adjunct assigned to any course for which they are qualified to teach in the following manner:

- 1. The Unit member's Teaching Availability Form shall be examined to determine the time, days and locations the Unit member is available for assignment.
- 2. The Unit member shall then be tentatively assigned to an available course for which the Unit member is qualified and which meets the Unit member's teaching availability requirements.
- 3. In the event that two (2) or more Unit members, who are on the Adjunct Seniority List, are eligible for assignment to the same available course, the Unit member who has taught that same course more often in the past shall be assigned to the course.

4. Additional courses will be assigned on the basis of seniority status for the course(s) within the department.
  5. The process of assignment from the Adjunct Seniority List shall commence with the courses taught after 9/1/80.
- B. The University recognizes and values the services performed by its adjunct faculty. This is particularly true in the case of adjuncts who have taught at least 42 credits or at least 6 credits in 5 consecutive semesters at the C. W. Post campus. The University will be cognizant of this service when considering adjuncts for Seniority Review or teaching assignments.
- C. None of the above procedures stated in 5A of this section shall be construed so as to limit either the extent of teaching assigned to full-time faculty or the priorities attendant to full-time faculty assignments.

ARTICLE XII

SUCCESSORSHIP

In the event of a sale, merger, or transfer of ownership of the C. W. Post Campus (or any of its constituent parts) or in the event that any of the operations of the C.W. Post Campus covered by this collective bargaining agreement are otherwise acquired, the successor employer shall be bound to honor this collective bargaining agreement and all terms and conditions set forth herein.

ARTICLE XIII

DURATION OF AGREEMENT

Section 1.

This contract shall be in full force and effect for a period commencing from the date of ratification of this Agreement and expiring October 31, 2013.

Section 2.

The parties agree that this 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 effectiveness of its terms.

Section 3.

The parties further agree that all proposals and counter proposals for change made during the negotiations of this contract and not agreed to are hereby withdrawn without prejudice or procedure.

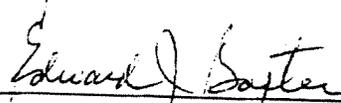
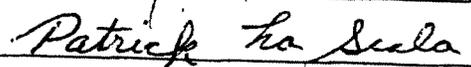
Section 4.

The parties agree that any economic provision in any successor contract negotiated and ratified prior to 10/31/08 shall be retroactive to 9/1/08.

For Long Island University

  
\_\_\_\_\_  
Deputy Vice President  
for  
Academic Affairs  
2/16/11

Communication Workers of America

  
\_\_\_\_\_  
  
\_\_\_\_\_

**C.W. POST CAMPUS OF LONG ISLAND UNIVERSITY**  
**ADJUNCT TEACHING AVAILABILITY FORM**

Check here if address is new.

NAME \_\_\_\_\_ DEPARTMENT \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Code \_\_\_\_\_

TELEPHONE (Days) \_\_\_\_\_ (Evenings) \_\_\_\_\_

I. I am \_\_\_ am not \_\_\_ available for teaching. Number of Credits \_\_\_\_\_

II. **REGULAR SESSIONS:**

Available for the following sites:

On campus only \_\_\_ Both on and off campus \_\_\_ Off campus only \_\_\_

If off campus, at the following site(s): \_\_\_\_\_

	<u>From</u>	<u>To</u>	<u>From</u>	<u>To</u>
Monday	_____	_____	_____	_____
Tuesday	_____	_____	_____	_____
Wednesday	_____	_____	_____	_____
Thursday	_____	_____	_____	_____
Friday	_____	_____	_____	_____

III. **WEEKEND SESSIONS:**

Schedule:

<b><u>WEC I</u></b>	<b><u>WEC II</u></b>	<b><u>WEC III</u></b>	<b><u>WEC IV</u></b>	<b><u>WEC V</u></b>
A.				
B.				
C.				
D.				
E.				
F.				
G.				

Off Campus at the following site(s):

	Schedule:		Schedule:
A	_____	A	_____
C	_____	C	_____
D	_____	D	_____

IV. I would prefer to teach the following course(s): (Course & Number)

\_\_\_\_\_

I am qualified and would teach the following course(s): (Course & Number)

\_\_\_\_\_

\_\_\_\_\_  
*Signature* \_\_\_\_\_ *Date* \_\_\_\_\_

This form should be returned to the Dean of the School(s) in which you wish to teach.