AGREEMENT  
BETWEEN  
LONG ISLAND UNIVERSITY  
AND  
C.W. POST COLLEGIAL FEDERATION  
LOCAL 3517, NYSUT, AFT, AFL-CIO  

SEPTEMBER 1, 2011 – SEPTEMBER 4, 2016  
Extended through September 1, 2019
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THIS AGREEMENT made on the 1st day of September, 2011, by and between LONG ISLAND UNIVERSITY (hereinafter referred to as the University) and the C.W. POST COLLEGIATE FEDERATION, Local 3517, New York State United Teachers, AFT, AFL-CIO (hereinafter referred to as the Collegiate Federation or the Union). NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I

UNIVERSITY-UNION RELATIONSHIP

Section 1. Purpose.

The purpose of this Agreement is to provide the C. W. Post Collegial Federation and the Administration with a clear statement of the procedures in which the members of the full-time faculty and administration interact in the governance of the academic community. The parties acknowledge the unique relationship between the full-time faculty and the Administration in operating the academic enterprise jointly as the faculty participate ubiquitously in policy-making aspects of academic and institutional governance. The faculty thus act beyond the routine discharge of the professional duties with the Administration in the advancement of their mutual interests reflected in the
formulation and effectuation of the University policies. The parties enter into this Agreement, and the Administration recognizes the Union as set forth below, to formalize the working conditions for the full-time faculty and its role with the Administration in governing its affairs.

Section 2. Recognition.

The University hereby recognizes the C. W. Post Collegial Federation as the exclusive bargaining agent with respect to the following described unit:

INCLUDED: All full-time professors, associate professors, assistant professors, instructors, visiting faculty of these same ranks, professional librarians, department chairpersons and research assistants and research associates employed and funded by the Long Island University through its Post Campus. Any member of the full-time faculty who remains on a faculty contract and who accepts release time as compensation for administrative work will remain in the bargaining unit.

EXCLUDED: Part-time (adjunct) faculty members, administrators, academic counselors, research assistants and associates compensated by grant funds from external granting agencies, any full-time faculty member who transfers to an administrative contract for
administrative assignment, all other employees, and guards, and supervisors as defined in the National Labor Relations Act.

Section 3. Exclusive Remedies.

(a) The parties agree that they shall bargain collectively and in good faith in respect to rates of pay, wages, hours of employment, or other terms and conditions of employment; and incorporate by reference herein the provisions of 29 U.S.C. 158 as relevant to their relationship with each other and the members of the bargaining unit described herein.

(b) As a result of the parties' recognition of their unique relationship and aforementioned role in the mission of the University, the parties shall depend upon the internal processes of the academic, collegial community for the resolution of their disputes hereunder, and those disputes covered by Section 3 (a) above which cannot be settled voluntarily shall be referred to arbitration in lieu of proceeding to the National Labor Relations Board.

Section 4. Reservation of Administration Rights.

(a) Nothing in this Agreement shall derogate or impair any power, right, or duty heretofore possessed by the Administration except where such power, right, or duty is limited by this Agreement.
(b) It is understood that nothing contained in this Article shall be construed to prevent the Board or any Board official from meeting with any individual or organization to hear views on any matters, except that as to matters so presented which are proper subjects of collective negotiations and covered by a term of this Agreement.

(c) The entire Agreement between the parties consists of the terms herein stated, and this Agreement terminates all prior agreements and understandings. All bylaws, policies, resolutions of the Board, and all Board approved or adopted governance plans and practices of the faculties and of the departments, as currently in effect, or as the same may be hereafter adopted, supplemented, or amended, shall be subject to the said terms of this Agreement.

(d) Nothing contained in this Agreement shall be construed to diminish the rights granted under the Bylaws of the Board to the governance entities and bodies within the internal structure of Long Island University as may be hereinafter adopted so long as such rights are not in conflict with a stated term of this Agreement.
ARTICLE II
DEFINITIONS

The parties agree to the definitions of the following terms as used in this Agreement:

Administration:

The Board of Trustees of Long Island University and its elected officers and agents, including but not limited to the President, Vice Presidents, University Dean, University Director of Libraries, Provosts, Deans, and full-time Directors, Associate Directors and Assistant Directors on Administrative Contract.

Faculties:

Reference to Faculties herein shall include the Faculty of Arts and Sciences; the College of Management and School of Professional Accountancy; the Faculty of the Library; the Faculty of Education, the Faculty of Health Professions and Nursing; the Faculty of Visual and Performing Arts; and the Faculty of The Palmer School of the College of Education and Information Sciences.
Faculty:

Reference to Faculty herein shall include all unit members as listed in Article I, Section 2.

Department:

Reference to Departments herein shall also include the Palmer School, The School of Professional Accountancy, and the Library.

Dean:

Reference to Dean herein shall include the Director of the Library.

Gender:

Reference to specific gender herein shall refer to both the masculine and feminine genders.
ARTICLE III

ACADEMIC FREEDOM
AND
INTELLECTUAL PROPERTY

A. The University and the Union 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; and 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.

B. As soon as it can be arranged, representatives of the administration and of the Union shall participate in a meeting with lawyers who specialize in copyright and intellectual property law to work out language to describe the legal issues of ownership of faculty creations.
ARTICLE IV
PAST PRACTICES

Since it is impossible to govern an educational institution such as Long Island University without traditional practices, all past practices in effect as of the signing of this Collective Bargaining Agreement which are not in conflict with the terms of this Agreement shall continue during the period of this Agreement. Past practices shall be defined as well-established practices of the University which have been applied in an open fashion to members of the bargaining unit. Disputes concerning the interpretation and application of this section shall be subject to resolution in accordance with Article XXII and in particular, where the parties agree, in accordance with Article XXII, Section 4.
ARTICLE V

NONDISCRMINATION

Section 1.

The parties to this Agreement shall not discriminate against an employee covered by this Agreement as to terms and conditions of employment because of age, sex, race, sexual orientation, handicap as defined by applicable law, national origin, religious or political belief, membership or non-membership in the Union, or activity on behalf of or against the Union.

Nothing in this contract is intended, or shall be construed as, in any way, placing the parties to this Agreement in violation of the legal requirements concerning Affirmative Action in regard to 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 his/her 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. However, if a grievance is filed alleging violation of this Article alone or
this and another or other Articles of this Agreement, the portion(s) of the grievance involving the other article(s) shall proceed, but that portion or those portions relating to this Article shall not.

(b) No provision of this Article is intended or shall be construed to deprive an employee of any statutory right.
ARTICLE VI

PEER EVALUATION - FACULTY PERSONNEL COMMITTEES

Section 1. Peer Evaluation

(a) The University and the Union 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 fundamental purpose of the faculty evaluations shall be to encourage and facilitate the improvement of individual professional performance. Accordingly, in the event of a negative evaluation and upon written request to the Dean from the evaluated faculty member, the Dean shall cause the Departmental Personnel Committee to reconvene for the purposes of (i) enumerating in writing the individual's deficiencies and (ii) providing guidance for improved performance based on the criteria inscribed in Section 2(a) of this Article. The Committee shall transmit its written report to the individual within not more than fifteen (15) University business days after the Dean's request to reconvene. The fact of the Personnel Committee's failure to comply with the Dean's request or to furnish a timely
written report in response to that request shall not form the sole basis for a grievance and shall not be grievable. Should the Personnel Committee fail to comply with the Dean's request to furnish the required written report in a timely manner, the Dean will conduct an investigation to determine the reasons for the negative recommendation, and shall issue a report to the candidate outlining these reasons. The terms of this section shall not apply to evaluations of first-year faculty members.

Faculty evaluations provide a basis for decisions on appointment, reappointment, promotion and tenure (ARPT).

(b) For the purpose of evaluating individual performance and merit and to enable appropriate departmental faculty recommendations to be made for appointment, reappointment, promotion, and tenure, the University and the Union agree that there shall be a Faculty Personnel Committee in each department.

(c) For the purpose of evaluating the individual performance and merit and to enable Campus-wide faculty recommendations to be made for appointment, reappointment, promotion and tenure, the University and the Union agree that there shall be a Campus Faculty Personnel Committee composed of representatives of the several school and college faculties and
the library. The composition, election procedures and rules of procedure shall be determined by the C.W. Post Faculty Council.

(d) Upon request by a probationary faculty member seeking reappointment, the appropriate Dean will arrange for classroom observation of such faculty member.

Section 2. Evaluation Criteria.

(a) Criteria appropriate to the discipline (supplemental to minimal qualifications of the appointment) shall be developed and applied by the Personnel Committee of each department and by all other evaluating bodies in making its personnel recommendations.

(b) For the purpose of achieving appropriate professional standards and equity throughout the Post Campus, the criteria and the procedural statement, both formulated by the Department shall be subject to approval by the Campus Faculty Personnel Committee and the Administration. Both the Department's procedural statement and the approved statement of the criteria shall be provided to all concerned parties.

(c) The following criteria shall be used as a basis for formulating the department criteria that are used for making recommendation by all persons and committees involved in the ARPT process:
(i) Teaching effectiveness as attested to by peer and student evaluation(s);

(ii) Terminal or, where appropriate, other advanced academic degrees or achievements;

(iii) Scholarship, fellowships, or awards;

(iv) The pursuit and direction of postgraduate studies or other professional efforts;

(v) Advisory and counseling service to students;

(vi) Membership and activity in professional societies;

(vii) Contributions to activities or educational programs or administrative work of the University other than teaching and research;

(viii) Breadth and depth of expertise in specialty areas;

(ix) Receipt of grants;

(x) Quantity and quality of publications or creative work;

(xi) Evidence of innovative and creative work;
(xii) Professional activities in the community (local, state, national, and international);

(xiii) Conscientious and diligent discharge of responsibilities;

(xiv) Evidence of professional growth;

(xv) Quantity and quality of involvement in departmental, faculty, Campus and University-wide activities; and

(xvi) The extent to which the candidate provides the requisite coverage (in breadth and depth) of specialty areas.

(d) In recognition of the expectation that an individual faculty member's academic career will develop progressively, the parties acknowledge that while all of the preceding criteria apply to appointment, reappointment, promotion and tenure, the rigor with which they will be applied will vary depending on the status sought. Moreover, they will be applied most rigorously when one seeks academic tenure or promotion to the rank of full professor. Department guidelines shall reflect these distinctions.

Section 3. Department Personnel Committees.

(a) Each department shall elect, annually or biennially, a Personnel Committee by secret ballot of full-time faculty members
of the department. Every unit member of the department may vote and may serve on the Committee except that excluded from both voting and serving will be visiting faculty and such members who also have administrative positions with powers or advisory functions above those of department chairperson (including but not limited to Deans, Associate Deans, Assistant Deans, or the Director of a school, and people who hold Acting or Interim titles in these capacities).

(b) Each department shall promulgate a comprehensive statement of the composition, rules, and procedures of its Personnel Committee which shall be approved by the Campus Faculty Personnel Committee and the Administration. Each committee shall determine according to circumstances and relevant factors of each department the applicability of whether 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 of promotion to that rank.

(c) Advance notice of at least ten (10) days shall be given for the election meeting; the chairperson (or Dean) shall notify all full-time members of the department. The meeting shall
be held on Campus; a majority vote shall decide each issue involved in the establishment of the Personnel Committee.

(d) The department chairperson shall be the nonvoting chairperson of the Personnel Committee. No faculty member may serve on a Personnel Committee which is considering the case of himself/herself or a relative or a case of another faculty member who is competing for the same status or position simultaneously. Only those qualified voters who are present at the time a vote is taken may vote. Advance notice of at least ten (10) University business days shall be given for any Personnel Committee meeting at which an evaluation of or a recommendation regarding a faculty member is to be made.

(e) Each academic year, the department's Personnel committee will make a determination of which of its members will be eligible to vote on personnel matters to be considered that year. If it is found that there are fewer than five (5) eligible voters on any of these personnel matters, additional alternate members with power to vote only on these particular matters and eligible to vote on these matters, will be added to the committee so that there will be at least five members of the committee qualified to vote on all questions. If a sufficient number of such alternates are not elected from the department in question,
the Campus Faculty Personnel Committee shall select the needed additional alternates.

(f) In those Departmental structures in which there is no chairperson, e.g., the Library, the Palmer School and the School of Professional Accountancy, all the aforesaid stipulations shall apply except those dealing with the chairperson. In the aforesaid departmental structures, the chairperson of the Personnel Committee will be elected by the Committee, and his/her role in the Committee will be as specified in the Procedural Document (see Section 2).

Section 4. Student Evaluation of Teaching.

(a) The Administration will use students in each class each semester to conduct and collect evaluations of students' opinions regarding faculty teaching in that class. The instrument used will be as follows:

(i) The University of Washington's Institutional Assessment System (IAS) student evaluation will be used.

(ii) Each faculty member, with the approval of his/her department chair, may select the form from any of those offered by the IAS for use in his/her classes, so long as the form selection is consistent with its intended use.
(iii) In the event that a faculty member does not select a specific form, the University will use "Form X" for that class section.

(b) The Administration shall be responsible for the processing of the completed forms. The numeric results of the standard questions will be made available in a stand-alone system accessible only within the Post Library. At the same time, the Administration shall provide a copy of the complete results for each class to each faculty member concerned. Individual faculty members shall have the right to challenge such reports for errors of fact (e.g., wrong instructor assignment, etc). In the event of factual error, results will be removed from the stand-alone system within 10 days of notification of the Administration and shall not be used subsequently.
ARTICLE VII

PERSONNEL FILES

Upon initial appointment of a unit member to a position at the Post Campus, the appropriate Dean or University Director of Libraries shall establish the official personnel file for that unit member. No other personnel file shall be used by the University in the evaluation of a unit member with respect to any personnel action. This personnel file shall be confidential, except as modified herein.

Section 1. Contents of Personnel File.

(a) All evaluations of the unit member's performance and recommendations for appointment, reappointment, promotion, or tenure, and an updated individual personnel data sheet and curriculum vitae.

(b) Information and documents considered pertinent to personnel matters by the unit member's Post Campus colleagues or by the Administration.

(c) Written information and documents supplied by the unit member.
(d) Annual contracts and statements or forms required by this Agreement for the review and evaluation of a unit member's performance.

(e) Citations of published works, e.g., books, monographs, articles, and reports. The unit members may supply copies of reprints of any and all published material cited in the file for safekeeping and accessibility in a specially designated area in the library. Additionally, bound copies of the student evaluations of faculty described in Section 4a, Article VI, Peer Evaluation, shall be kept in this area. Such material as the foregoing shall be considered an integral part of the personnel file. The only student evaluations that shall be used in the review process in the evaluation of a faculty member are the above-mentioned bound copies and copies of student evaluations placed by the faculty member in his/her file.

(f) The findings of all ARPT reviews, conducted by either the Administration or peers, shall be placed in the Personnel File of the faculty member subject to the review.

(g) Anonymous documents shall not be included in the personnel file.
Section 2. Procedures.

(a) All materials placed in the personnel file shall be dated on the day received.

(b) A list of the contents shall be attached to the inside cover of the file.

(c) The unit member shall be notified of all materials filed at the time of filing. The unit member shall have the right to file a statement in response to the material placed in the personnel file. Failure to file a written statement of response shall not constitute the Unit member's approval.

(d) Upon written request of the individual unit member, the Dean shall provide, within five (5) working days, one (1) copy of the requested material to the unit member at no charge.

Section 3. Access to the Personnel File.

(a) Upon prior written notification, the unit member shall have the right to examine his/her personnel file provided that such examination does not interfere with the normal working operations of the office, but in no event shall access be delayed more than three (3) working days after such notification. The unit member shall sign for the release of the file and the appropriate Center official shall record the date and time of such examination and ensure that the File has not been altered.
(b) The department chairperson, members of the Departmental Personnel Committee, members of the Campus Faculty Personnel Committee involved in personnel decision, and Administrators or their designees shall have access to the files when necessary for the discharge of their official responsibilities.

(c) The unit member may permit access to other individuals by written designation.

(d) All reviewing entities, including administrative, up to and including the President, shall be required to sign-in and sign-out Personnel Files. The signing of a Personnel File by the appropriate Administrator shall be considered as evidence that the File was reviewed.
ARTICLE VIII

DEPARTMENTAL GOVERNANCE

Section 1. General.

(a) Every unit member of the Post Campus shall hold appointment as a member of one of the units listed in (i) and (ii) following (each of which shall be referred to as a Department in this Agreement).

(i) Departments with Chairpersons:

Mathematics, Biology, Physics, Chemistry, Earth and Environmental Sciences, Psychology, Nursing, Biomedical Sciences, Nutrition, Curriculum and Instruction, Special Education and Literacy, Educational Leadership and Administration, Counseling and Development, Health and Physical Education and Movement Sciences, Communication Sciences and Disorders, English, Foreign Languages, Media Arts, Theatre, Film, Dance and Arts Management, Music, Art, Marketing and International Business, Finance, Management, Criminal Justice, Health Care and Public Administration, History, Political Science and International Studies; Economics, Sociology and Anthropology, Philosophy, Computer Science and Management Engineering, and Social Work.
(ii) Departments without Chairpersons:

Library, Palmer School of the College of Education and Information Sciences, and School of Professional Accountancy.

Nothing in this provision shall diminish the authority of the Board of Trustees to relocate departments in the academic organization or to create new departments with or without chairpersons after consultation with the C.W. Post Faculty Council. This consultation shall include a full explanation of rationale and of the academic, curricular, personnel and budgetary implications of the proposal to add, or relocate a department.

(b) Every unit member of a department with a chairperson except visiting faculty and such members who also serve as administrators with powers or advisory functions above those of the department chairperson (including but not limited to Deans, Associate Deans, Assistant Deans, or the Director of a school and people who hold Acting or Interim titles in these capacities), shall have the right to participate fully in the selecting of its chairperson (as described in the following procedure) and shall have the right to participate fully in the
selection of the Department Personnel Committee membership, including the establishment of election procedures and committee composition and the making of nominations and voting.

(c) All elections referred to in this section shall occur during the Fall and Spring semesters except in the case of an emergency.

Section 2. Chairperson

(a) The department chairperson, where there is no chairperson, the director, in conjunction with department faculty shall be responsible for developing departmental recommendations on major programs and curriculum; for recommending those deemed eligible for appointment, reappointment, promotion, tenure, and leaves in accordance with procedures specified elsewhere in this Agreement and for preparing budgets and planning schedules. The department chairperson (or director as above) is responsible for expediting the routine business of the department. The Department chairperson (or director) shall forward to the appropriate Dean all materials generated by department members or committees that require inclusion in an individual's personnel file. The chairperson or director shall maintain a record of the date on which each item is forwarded to the office of the Dean.
(b) Department chairpersons and directors shall be appointed by the Dean following nomination by vote of a majority of the full-time unit members in the department (except those members excluded in Section 1 (b) of this Article) by secret ballot. Deans, Associate Deans, Assistant Deans and persons who hold Acting or Interim titles in these capacities shall not be eligible to vote for the chairperson, to serve as chairperson or to conduct duties reserved to the chairperson except as provided to the contrary in Article VIII, Section 1 (ii). If the Dean declines to accept the department's nomination, he/she may ask the department to consider or designate an alternative nominee. The Dean shall notify the department of his/her acceptance or rejection of the nomination of a chairperson within thirty (30) calendar days of written notification by the department of the results of the voting. However, in case of the absence or incapacity of the Dean, there shall be an extension of fifteen calendar days during which the Dean, the Dean's designee or the Vice President for Academic Affairs shall notify the department of acceptance or rejection.

(c) If, by a vote of the majority of the department, the department declines to accept the Dean's proposal, the impasse shall be submitted to a resolution panel consisting of the Chair
of the Faculty Council, the Chair of the Campus Faculty Personnel Committee, one more member of the Campus Faculty Personnel Committee elected by the Committee, and the Vice President for Academic Affairs or his/her designee. The decision of the panel shall be final. In the event that one of the faculty members on the panel is in the department involved in the impasse, his/her next in line of command shall replace him/her.

In the sole event that the impasse results entirely from the inability of the department to agree on its chairperson after several efforts during a one-semester period, the President may appoint a chairperson.

Nothing in this Article shall be understood to establish a new procedure through which appeal to a reconciliation panel in the appointment of chairpersons shall routinely occur.

(d) A new election shall be held at the end of three (3) years.

(e) Either the majority of unit members in the department or the Dean can order a new election providing the chairperson has served at least one (1) year. In the event of impasse in this situation, the procedure for resolution outlined above shall be followed.
(f) The organization of the Library and the procedures for the selection of its "department heads" in force in the previous contract period shall continue in the present contract period.

(g) In a Department with Chairperson (as listed in Section 1(a)(i) of this Article), only such persons may serve as Chairperson who are unit members of the Department eligible (under the terms of Section 1 (b) of this Article) to participate in the selection of the chair.
ARTICLE IX

INITIAL APPOINTMENT

Section 1. **Minimal Qualifications.**

To be appointed to a probationary faculty position at Long Island University through its Post Campus, the following minimal qualifications by rank shall apply:

(a) Instructor -- An earned Master's degree or its equivalent; or evidenced progress at least equivalent to a Master's degree in an approved doctoral program in the discipline; or teaching experience or its equivalent in a business or professional practice. No person holding a terminal degree, as defined by the Department and approved by the Administration, shall be appointed as an Instructor.

(b) Assistant Professor -- A terminal (doctorate) degree or be deemed to have acceptable training and experience, as specified in the written criteria developed by the department, and approved by the Administration.

(c) Associate Professor -- The terminal (doctorate) degree or be deemed to have acceptable postgraduate training and experience, as specified in the written criteria developed by the department, and approved by the Administration; and three (3)
years college level teaching experience in the rank of Assistant Professor or higher. 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 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.

Section 2. Procedures.

(a) The Department Personnel Committee shall review all applicants and shall normally initiate the recommendation for an individual's appointment (including rank and salary).

(b) The department chairperson shall be responsible for forwarding the Personnel Committee's recommendation to the Dean. In the event the department fails to make a recommendation to fill an approved position(s), an initial appointment(s) may be made by the President or his/her designee.
(c) The Dean shall review the proposed appointment and the procedures used by the department, including affirmative action and other requirements of the federal, state, county or local law or of University policy. Upon approval, the Dean shall forward the recommendation to the President or his/her designee. If the Dean does not recommend approval of the appointment, he/she shall return it to the department with the reasons for the rejection.

Section 3. Appointment.

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

(b) In the event that the appointee has already commenced work and the Board of Trustees does not approve of the appointment because of falsified credentials or inaccurate vita, the Board shall be under no obligation 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.
Section 4. Visiting Faculty.

Full-time faculty members may be hired either as probationary faculty members or visiting faculty in the ranks of Visiting Instructor, Visiting Assistant Professor, Visiting Associate Professor and Visiting Professor. The procedures for hiring visiting faculty are the same as those for probationary faculty in Sections 1 through 3.

There are two types of visiting faculty, both of which are subject to the terms and conditions of the Collective Bargaining Agreement except as provided below:

(a) Replacement Faculty:

(i) The employment of replacement faculty shall be limited to positions in which vacancies have arisen due to the temporary absence of regular faculty members, e. g., by sabbatical leaves, medical leaves or personal leaves.

(ii) The term of employment shall correspond insofar as is practicable to the duration of the absence of the regular faculty member, but shall terminate in any event on August 31 of the academic year, subject to reemployment for an aggregate term of employment not to exceed two (2) years.
(iii) If the term of employment is for one semester, the visiting employee's salary shall be one half (¹⁄₂) of the annual compensation conforming to that provided in this Agreement.

(iv) The employment of any such faculty shall be made in writing, with a copy to the Federation, indicating the term of the visiting employee's appointment and his/her initial salary rate. Notice of the term of the appointment shall constitute effective notice of termination or nonreappointment. When such a visiting appointment is made, the administration shall inform the Federation of the vacancy to be filled by the appointment.

(v) In the event circumstances should require the continuation of a visiting appointment up to but no longer than two (2) years, the administration shall provide the Federation with written notice of the continuation as soon as practicable.

(vi) In the event any visiting faculty member is subsequently appointed to full-time probationary faculty status, subject to compliance with the procedures for appointment stipulated in this Agreement, he/she shall receive full credit for one or two visiting years for purposes of seniority and
probationary service unless he/she provides a written statement foregoing that/those year(s).

(b) Other Visiting Faculty:

The second type of visiting faculty shall be persons with other primary employment or occupation who have been hired with no intention of extended employment with the University or with only an occasional workload. Such persons shall be hired because of their unique competence or standing in given fields and the contributions they can accordingly make as temporary or occasional members of the University community. Such visiting faculty members shall not subsequently be appointed either probationary or tenured faculty positions. Notification of appointment to this type of visiting faculty position shall be given to the Federation by the administration as per the preceding sub-section.

Visiting faculty will not be deemed to fill full-time faculty positions as referred to in Article XII, Section 9.

The terms of this Section shall not apply to any visiting faculty on the University's payroll as of August 31, 1994.
Section 5. **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.

(c) The maximum probationary period shall be agreed to in advance of initial employment by the University and stated in the initial contract. However, all individuals shall be given a copy of this Collective Bargaining Agreement on or before the time that the initial contract is presented to them for their signature. Moreover, the length of the probationary period shall be determined in an equitable manner.

(d) Any faculty member who is appointed after September 1 but before August 31 will automatically be given probationary time dating back to September 1 of the academic year of initial appointment.

(e) **Probationary Faculty Released Time.** During the term of a faculty member’s probationary period, he/she may twice apply for a course of released time for scholarly work. The
applications will detail the use of the time and identify at least one substantial scholarly objective for each period of released time. The applications will be submitted to his/her Chair and Dean on or before January 1 in the year prior to the academic year in which the released time would be effective. The approval of both the Chair and the Dean is required for the released time to be granted.

Section 6. Non-Unit Part-Time Personnel.

The initiation of adjunct appointments is the chairperson's responsibility and shall require consultation with the Personnel Committee, if time permits. Such appointments shall be subjected to review and approval by the Dean. This provision shall not conflict with the collective bargaining agreement with the adjunct faculty.


(a) At the time of initial appointment or at any time thereafter, a full-time faculty member may petition for appointment in more than one department. A decision on this petition shall be based on at least the following:

(i) concurrence of the Department Personnel Committees of both (all) departments in the petition;
(ii) concurrence of the two (or more) department chairpersons;

(iii) where two (or more) schools or colleges are involved, concurrence of the two (2) (or more) Deans; and

(iv) in the case of initial appointment, the concurrence of the President or his/her designee.

(b) The final agreement shall be in writing, and shall include at least the following:

(i) the department in which the individual's personnel rights will reside, i.e., personnel line, seniority and, when appropriate, tenure;

(ii) how the individual's tenure and/or promotion committee(s) will be comprised;

(iii) the individual's seniority in the secondary department for purposes of course assignments;

(iv) the individual's rights with respect to voting (e.g., for chairperson) in each department;

(v) the allocation of the individual's teaching load in the two (or more) departments;
(vi) the allocation of responsibility with respect to salary and, where appropriate, release time; and

(vii) other issues deemed appropriate by the respective departments.

Section 8. **Non-tenure Track Appointments.**

(a) Departments, at their sole discretion, may request the appointment of non-tenure track faculty members to meet specific clinical educational needs. Such positions cannot be established by the administration without such request.

(b) Non-tenure track faculty members shall be full-time faculty with the same rights, privileges and remuneration of tenure track faculty in accordance with this document with the following exceptions:

(i) Non-tenure track faculty shall not be eligible for tenure;

(ii) Non-tenure track faculty shall serve on one year renewable annual appointments with renewal being offered on or before May 1 of the year the renewal is to be effective;

(iii) The teaching load normally shall be twelve (12) credits for the fall and for the spring semester;
(iv) Released time may be granted only for significant clinical responsibilities beyond classroom teaching;

(v) Non-tenure track faculty are not required to engage in research or other scholarly activity.
ARTICLE X

REAPPOINTMENT

The renewal or non-renewal of appointments for all non-tenured full-time faculty members who do not hold Contractual Employment shall be in conformity with the provisions of this Article, and there shall otherwise be no presumption of reappointment. The provisions of this Article apply only to full-time faculty members in probationary status.

Section 1. Initiation of a Recommendation.

Normally, the responsibility for initiating a recommendation for reappointment shall rest with the faculty of the respective department in which the faculty member is eligible for reappointment.

Section 2. Review and Evaluation of Candidate's Professional Performance.

(a) For each year of probationary employment, at least one (1) review and evaluation of a full-time faculty member's performance (including a recommendation on reappointment) shall be carried out by the Personnel Committee of the faculty member's Department. The appropriate chairman and Dean may also carry out reviews and evaluations of their own.
(b) A full written report of the findings of every such review and evaluation shall be added to a full-time faculty member's personnel file.

(c) The criteria for review and evaluation, as set forth in Article VI, Peer Evaluation-Faculty Personnel Committees, shall normally apply.

(d) Within thirty (30) days of notification by the Dean of failure to recommend for reappointment or failure to reappoint, a faculty member may appeal to the Campus Faculty Personnel Committee. If the Committee disagrees with the recommendation of the Dean, it will forward its recommendation to the Academic Vice President, who shall meet with the Committee to hear its views, and who shall make the final decision. If his/her decision is contrary to the recommendation of the Campus Faculty Personnel Committee, he/she shall provide, within ten (10) days after meeting with that Committee, his/her reasons in writing.

Section 3. Mandatory Review and Evaluation.

(a) Except as set forth in (i) and (ii) below, all mandatory reviews and evaluations are to be completed as required by the ARPT guidelines calendar. The calendar shall be distributed to Deans, Chairpersons and the CWPCF on or before October 1st of each year.
(i) All first reappointment reviews and evaluations must be completed and forwarded to the cognizant administrator by the end of the Fall semester of the first year of the full-time faculty member's service.

(ii) If necessary, the Dean may request a review of any probationary full-time faculty member within forty-five (45) days of initial appointment.

(b) The employee subject to mandatory review and evaluation hereunder may request the Dean or his/her designee to carry out such review and evaluation in the event that the Department Personnel Committee fails to do so, and the Dean or his/her designee shall review and evaluate the faculty member.

Section 4.

The parties agree that reappointment does not in itself establish a presumption of subsequent reappointment, promotion or tenure except as otherwise provided in this Agreement.

Section 5. Reasons for Non-renewal.

A decision by the Administration not to renew the appointment of a probationary employee may be made for academic reasons when there is a negative review and evaluation of his/her performance by either Administration or faculty
adequately documented in his/her Personnel File, or for economic reasons pursuant to Article XII, Faculty Security.

In the event of non-renewal for economic reasons, the 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 pursuant to Article XIII, Seniority.

Section 6. Notice of Termination.

(a) The Administration is obligated to offer renewal if timely notice of non-renewal, as defined herein, is not given:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Notice To Be Given By</th>
</tr>
</thead>
<tbody>
<tr>
<td>First year of full-time employment</td>
<td>February 1 of first year provided that all faculty review committees have completed their review prior to the end of the Fall semester. Otherwise such notice shall be given by March 1st of the first year.</td>
</tr>
<tr>
<td>Second year of full-time employment</td>
<td>December 1</td>
</tr>
<tr>
<td>In any part of probationary period beyond second year of full-time employment</td>
<td>September 1, (i.e., one-year notice)</td>
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</tbody>
</table>
(b) Non-reappointment will be effective on the August 31 following timely notice as aforesaid.

Section 7.

Any appointee whose original appointment was not recommended by his/her Department Personnel Committee or endorsed by the Campus Faculty Personnel Committee shall not be reappointed except upon the recommendation of his/her Department Personnel Committee.
ARTICLE XI
PROMOTION

Section 1. Eligibility.

(a) To be eligible for promotion, a full-time faculty member must have:

(i) The appropriate terminal degree as stated in the department guidelines for promotion to or within professorial rank (for Library Faculty: thirty (30) graduate credits beyond the appropriate library master's degree);

(ii) At least four (4) years of service with the University in rank as Assistant Professor (for promotion to Associate);

(iii) At least five (5) years of service with the University in rank as Associate Professor (for promotion to Full Professor).

(b) The President may, on request of the Department Personnel Committee, 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 committees in anticipation of a petition for waiver.
(c) All faculty members who have obtained their terminal degrees, as described in (a) (i) above, shall be awarded the rank of assistant professor with the appropriate salary increase and privileges of such rank commencing the next pay period immediately following the presentation of evidence of the conferral of the degree.

Section 2. Criteria.

Recommendations for promotion in rank shall be based on merit in accordance with approved department guidelines incorporating the criteria enumerated in Article VI, Section 2(c) and years of service and rank as specified in Section 1(a) above. In the absence of approved department guidelines the criteria enumerated in Article VI, Section 2(c) will be used along with years of service and rank as specified in Section 1(a) above.

Section 3. Procedure.

(a) A candidate for promotion shall present a resume that is up to date in all respects, and shall certify by signature that its content is current, complete and accurate.

(b) Faculty positive recommendation is required for promotion of a unit member in all cases.
(c) Normally, the responsibility for initiating a recommendation for promotion shall rest with the Department Personnel Committee. Every faculty member who meets minimal qualifications for promotion shall be reviewed by his/her Department.

(d) In all cases the department chairperson or the chairperson of the Personnel Committee in the absence of the department chairperson shall make a recommendation, and the department chairperson shall be responsible for forwarding the candidate's file to the Dean for review and recommendation.

(e) The Dean shall forward his/her recommendation along with that of the department to the Campus Faculty Personnel Committee. Those recommendations, together with the personnel file, will be considered by the Committee in making its recommendation to the President.

(f) The recommendations of the department, the Dean and the Campus Faculty Personnel Committee shall be forwarded to the President, who shall prepare the final recommendation to the Board of Trustees. Before making any recommendations to the Board, the President or his/her designee shall meet with the
Campus Faculty Personnel Committee to discuss any candidacies on which the President and the Committee disagree. Thereafter, the President shall forward all of his/her recommendations, both positive and negative, to the Board of Trustees. When a determination is made by the Board's Academic Affairs Committee that a recommendation is unjustified, the matter shall be remanded to the appropriate faculty for de novo review by all appropriate committees and officers.

(g) Any negative recommendation regarding promotion in rank made by the Dean or the President shall be explained to the candidate in writing in response to a written request for such an explanation.

(h) The awarding of faculty promotion is a prerogative of the Board and can be authorized only by explicit action of the Board.

Section 4.

The parties agree that promotion in rank does not in itself establish a presumption of subsequent reappointment, promotion or tenure except as otherwise provided in this Agreement.
ARTICLE XII
FACULTY SECURITY

Section 1. Function of the Board of Trustees.

The determination of availability of faculty positions and the initial assignment of a faculty position within the University is a Board prerogative.

Section 2. Tenure.

(a) Appointment with 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 employee shall:

(i) Have attained at least the faculty rank of Assistant Professor,

(ii) Have five (5) years of non-tenured probationary service as a full-time faculty member at Long Island University,

(iii) Have demonstrated excellence in teaching and of scholarship, professional development, and service to Long Island University, and

(iv) Be affirmatively recommended by the Department Personnel Committee or the Campus Faculty Personnel Committee, the department chairman or the Dean, and the President.
(b) A candidate for tenure shall present a resume that is up to date in all respects, and shall certify by signature that its content is current, complete and accurate.

(c) It is agreed that except for retirement there shall be no layoff of tenured faculty during the term of this Agreement.

Section 3. Faculty Appointed to Administrative Positions.

(a) A faculty member who after September 1, 1985, accepts appointment to an administrative position within the University shall be granted a leave of absence from the department in which he/she serves. He/she shall be entitled to return to his/her position upon termination of his/her administrative appointment at the salary that he/she would have received had he/she continued as a faculty member during the period of his/her administrative service. His/her status at the effective date of his/her administrative appointment will be unchanged, whether that status be a tenured or C.E. position, or probationary with a particular number of years of service. (Probationary faculty members with seven years of service are exempt from this provision.)

(b) A faculty member on leave of absence to accept an appointment to an administrative position may not be promoted or
awarded tenure, C.E. or D.E., unless such action is in accordance with the personnel procedures of the department and the Post Campus as incorporated in the collective bargaining agreement.

Section 4. Voluntary Transfer to a New Department.

A tenured faculty member who voluntarily accepts a transfer to a department other than the one in which he/she served his/her original tenured appointment shall carry his/her tenure to the new department. The faculty member in such instances shall continue to enjoy tenure in the new department and shall have the right to return to the department of original tenure appointment under the following circumstances only:

(a) Upon written request by the faculty member to the Personnel Committee of the department of original tenure, such request to be acted upon at a regularly scheduled Department Personnel Committee meeting. If a majority of the members of the Department Personnel Committee vote to accept the return of the individual, he/she may return.

(b) In the event that the department in which the faculty member is serving—other than the department of original appointment with tenure—is eliminated, the tenured faculty member shall have the right to return to the department of
original appointment. When the faculty member returns to the original department, he/she does so with full rights of seniority and of tenure in that department.

Section 5. Procedures for Determining Eligibility for Tenure.

(a) The responsibility for evaluating candidates for tenure shall rest with the Department Personnel Committee, the Department Chairperson, the Dean, the Campus Faculty Personnel Committee and the Administration.

(b) Every faculty member who meets the eligibility criteria shall receive fair and impartial evaluation by the appropriate committee(s), under previously authorized and published criteria appropriate to the discipline (as required by Article VI, Peer Evaluation – Faculty Personnel Committees).

(c) The tenure recommendations of the Departmental Personnel Committee and of the Chairperson shall be forwarded for review and recommendation to the appropriate Dean, whose recommendations shall be based on evidence of merit in the personnel file.
(d) The tenure recommendations of the Department Personnel Committee, the Chairperson and the Dean's recommendation shall be forwarded to the Campus Faculty Personnel Committee for review and recommendation. The Committee's consideration shall be based on evidence of merit in the personnel file and the department's and Dean's recommendations.

(e) The tenure recommendations of the Department Personnel Committee, the Chairperson, the Dean and the Campus Faculty Personnel Committee shall be forwarded to the President, who shall prepare the final recommendation for the Board of Trustees. The President or his/her designee shall meet with the Campus Faculty Personnel Committee to discuss any disagreement(s) with the Committee's recommendation(s) before the President's final recommendation is presented to the Board of Trustees. The President's recommendation shall be reasonably based on evidence of merit in the personnel file and institutional needs as they affect the determination of tenure.

(f) Board of Trustees' action on tenure recommendations shall be reasonably based on the evidence of merit in the personnel file, institutional needs as they affect the determination of tenure, and the faculty and Administration judgments stated in the recommendations.
Section 6. Negative Tenure Recommendation – Sixth Year of Probation.

Any candidate who receives a negative tenure recommendation only from the President shall be given, upon written request to the President, a written statement of the reason for that negative decision. If a faculty member is not granted tenure and is not notified of contractual employment described in this Article, he/she will then be given notice of termination no later than June 1 of the sixth year of service, which shall terminate his/her employment at the end of his/her seventh year.

Section 7. Contractual Employment.

(a) The University and the Union recognize that situations occur where probationary employees in their sixth or seventh year of probationary service, although judged to be deserving of tenure by the process described in this Article, are not awarded tenure because of a lack of an available tenured position. The University and the Union agree that such individuals, for whom a full-time workload exists, may be offered contractual employment.

(b) Faculty members holding contractual employment shall be eligible for sabbatical and other leaves in accordance with
Article XVI, Leaves, provided that such leave shall not be or become effective after the term of appointment.

(c) Faculty members holding contractual employment on September 1, 1994, shall be guaranteed contractual employment until the August 31 following the expiration of this Agreement unless renewed after the expiration of this collective bargaining agreement and so long as a full teaching workload is available. Eighteen (18) months' notice of termination shall be given when a full workload is not available.

(d) Should a tenure position be authorized in a department in which a faculty member holds contractual employment, that individual shall be granted tenure. If there are several such individuals, then the faculty member to be granted tenure shall be the one who received C.E. first. If two individuals received C.E. at the same time, the one with the greatest seniority will receive tenure.

(e) Persons in the category described in Sections 7 and 8 shall not be considered to be in probationary status, nor shall they be considered tenure, de facto, by estoppel, or otherwise. It is agreed that the granting of tenure is by authorization of the Board of Trustees only.
Section 8. Discretionary Annual Employment.

The Administration and the Collegial Federation recognize that probationary employees with special promise who are in their sixth or seventh year of probationary service and who do not satisfy minimal qualifications for eligibility for tenure as enunciated in Article XII (Faculty Security) may warrant consideration for continued employment. Upon recommendation of the Department Personnel Committee and/or the Campus Faculty Personnel Committee, and with the concurrence of the Administration, such employees may be offered on an annual basis, discretionary employment. The annual appointment or non reappointment of a unit member granted discretionary employment shall not be subject to the provisions of Article XXII (Grievance Procedure and Arbitration).

Section 9. Reduction in Force.

(a) Faculty Positions.

The Administration will not reduce the number of full-time faculty positions below three hundred fifty (350) nor transfer department full-time positions except by attrition at the Post Campus during the term of this Agreement unless such action is reasonably required by decreased or inadequate
enrollments, the expiration of a grant or endowment specifically funding the position, an analogous situation, or the elimination of educational program(s).

(b) **Tenure Positions.**

The Administration will not reduce the number of tenured positions as of September 1, 1994, at the Post Campus during the life of this Agreement unless warranted by the significant decline or inadequate enrollment in the department, or elimination of the department educational program(s), or in the case of the library, by a significant decline of enrollment in the Campus as a whole. The foregoing notwithstanding, in the event of a vacancy in a tenured position after September 1, 1979, resulting from the death, retirement, resignation, transfer, or termination of a tenured faculty member of a department upon recommendation of the Administration and at the discretion of the Board, such tenured position may be allocated to any department within the Campus. The Administration, however, shall not be required to replace any tenured position which is vacated by early retirement of a unit member if the percentage of the full-time faculty who are tenured is higher than sixty-one (61).
(c) **Recall**

Any laid-off faculty member who is recalled by his/her department shall be reinstated with seniority rights intact, except no seniority will have accrued during the period of layoff.
ARTICLE XIII

SENIORITY

Section 1.

Seniority of unit members shall mean years of full-time service, including paid leaves and administrative service, at the Post Campus (without regard to rank) during which the person had faculty rank. For Unit members with such service at other campuses of the University, seniority shall be determined by the total number of years of such service in the University.

Section 2.

(a) In the event that two (2) faculty members have the same number of years of full-time service, the faculty member of greater rank shall have seniority.

(b) In the event that two (2) faculty members are equal in years of full-time service and are of equal rank, the faculty member who has held that rank longer shall have seniority.

(c) In the event that all the above are equal, the faculty member with the earlier date of birth shall have seniority.
ARTICLE XIV

WORKLOAD

The work year shall be from September 1 through August 31. Except for periods of vacation currently provided by this Agreement, full-time faculty members of the bargaining unit shall be available for assignment to professional activities.

Section 1. Regular Teaching Workload.

(a) Classroom Faculty.

The normal teaching workload for full-time classroom faculty shall be nine (9) credit hours per semester including released time as provided in this Agreement. Office hours shall be one (1) hour for each three (3) credit section. Office hour schedules must be responsive to student needs and posted.

(b) Library Faculty.

(i) For Librarians, the work year shall be September 1 through August 31. Except for vacation periods as specified in Article XVI Section 2(g) and Article XVII Section 3 and approved by the Dean, librarians shall be available for assignment throughout the calendar year. Full-time librarians have faculty rank and status. Each member of the library staff shall work a normal week of twenty-eight (28) hours.
(ii) Assignment of duties by the chair and approved by the Dean 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 library staff according to the time of day or the time of year in which they work.

(iii) Library faculty shall fulfill their annual base workload obligation by performing library related duties for 165 days during the period of September 1 to August 31 in each academic year. With the permission of the Dean of the Libraries, a faculty member may teach a credit-bearing course on base load in an academic department. In such cases, the Librarians’ faculty workload shall be reduced by the equivalent of 1/18th of their annual base load of 165 days for each semester hour taught.

(iv) Additional provisions of this Agreement related to Library Faculty can be found in Article XI - Promotion, Section 1(a); Article XIV - Workload, Section 3(c); Article XV - Release Time, Section 7; Article XVI - Leaves, Section 2(g); and Article XVII - Academic Year, Vacations and Recesses, Section 3.
(c) **All Faculty.**

All faculty shall have a base workload of nine (9) credits per semester. Except as set forth otherwise herein, all other released time shall be eliminated.

(d) **General.**

Both parties recognize that in addition to teaching, faculty have an obligation to be reasonably available to meet with students, to participate in committees, provide the department and the University with appropriate academic and administrative assistance. In keeping with these requirements, all faculty members are expected to maintain a sufficient and generally consistent presence on campus throughout each semester of the academic year.

Each faculty member shall post and maintain his/her schedule of office hours. Such office hours shall be scheduled on at least two (2) days in every week. Exceptions to this provision can be made when faculty are teaching an entire course on-line. It is required that one (1) office hour per week be scheduled for each section and for each lab taught.

Each faculty member is expected to maintain an active research, scholarly or artistic agenda.
At the beginning of each academic year, each faculty member shall submit to his/her chair a statement of his/her professional activities.

(e) **Non-Unit Part-Time Personnel.**

Part-time non-unit personnel shall not be assigned more than a total of twenty-one (21) credits per year, but in no event more than nine (9) credits in any single session. This provision shall not conflict with the collective bargaining agreement with the adjunct faculty.

Section 2. **Assignment of Workload.**

(a) **Introduction.**

Students' and institutional 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 institutional and 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 non-unit personnel are assigned courses, or overloads assigned.
(b) The department's schedule of all classes and all teaching assignments shall be prepared by the department chairperson in consultation with the Department Personnel Committee. Each department shall publish to the faculty in the department the schedule of all classroom teaching assignments as soon as such schedule is complete. The prepared schedule of all classes and all teaching assignments shall be reviewed by the Dean prior to implementation. Should the students' 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 necessary adjustments.

(c) Should there be a serious difference of opinion between a faculty member and the department chairperson over an assignment of courses, the Dean shall resolve the matter.

(d) Assignment of bargaining unit member's regular workload shall be at the Post Campus except when program requirements mandate full-time unit member assignments off-campus, or if there is insufficient workload available on campus. Whenever possible, unit members shall be assigned workloads off-campus on a voluntary basis. Should this method fail and it becomes necessary to assign full-time unit members
off-campus workload, the assignments shall be equitably rotated among faculty qualified for such assignments. When assigning a unit member's workload, the University shall give consideration to the academic requirements of the program, the unit member's place of residence, state of health and seniority. New appointees may have their employment conditioned upon fulfilling all or part of their regular teaching workload off-campus.

Section 3. Workload Distribution.

(a) Classroom Faculty.

(i) Full workloads must be assigned to all full-time faculty, including faculty holding administrative positions, before overload may be assigned to anyone.

(ii) Courses shall be assigned to qualified Long Island University tenured faculty in satisfaction of their regular workload requirement, subject to the following limits:

(1) During each fiscal year (September 1 - August 31) workload shall be made available to tenured faculty from other Centers of Long Island University. Such assignment shall be subject to a department limit of three (3) credits/fulltime faculty member, and to a Campus-wide limit of two hundred fifty (250) credits per semester. Assignment of course sections shall
be made as specified in Section 2 of this Article. No more than twelve (12) reassigned workload credits may be assigned to one individual in any one (1) semester. In the event that an individual is reassigned twelve (12) credits per semester for a period in excess of two (2) semesters in any department, such reassignment shall be subject to Section 2(c) of Article IX, Initial Appointment. The extension of the individual's reassigned workload beyond two (2) semesters shall require the approval of the Departmental Personnel Committee, and the terms and conditions of his/her employment shall be subject to this Agreement; but such approval shall not be required if there is no other suitable workload available in the University.

(2) Except as otherwise hereinabove indicated reassigned faculty shall continue their departmental affiliations and voting rights at their present Campus; they shall not be deemed members of the Post Campus Faculty.

(3) Such reassigned workload shall not count against a Post department's cost-income ratio, nor shall it be the basis for replacement of a unit member, the reduction of full-time lines, nor decreasing or restricting in any way the number of faculty awarded tenure or contractual employment.
(iii) Courses remaining shall be equitably assigned on request to qualified Post Campus Faculty as overload, subject to the following conditions:

(1) Total workload, including released time and overload, for classroom teaching faculty shall not exceed twenty-one (21) credits from September 1 through December 31, nor twenty-one (21) credits from January 1 through Spring Commencement; provided that no faculty member shall be permitted more than fifteen (15) overload credits in total during the regular Fall/Spring semesters and no more than twelve (12) overload credits from Spring Commencement through August 31. For faculty members in the College of Education and Information Sciences only, during the summer, the twelve (12) hour limit may be exceeded by up to three (3) hours providing the faculty member was underloaded by an equivalent amount the previous semester. If any semester or session runs over these periods, these limits shall be deemed to apply at the beginning of each semester or session. Faculty shall be permitted three (3) credits additional overload, of weekend college teaching per semester.

(2) SCALE will not count as hours against the above limitations on workload.
(3) Up to 3 hours of regular base load may be taught during summer sessions.

(4) No full-time faculty member will receive compensation for overload until he/she has taught, or is teaching, his/her full semester workload.

(5) A faculty member who teaches any student credit hours beyond the stated maxima without written approval by the Dean or Provost shall not receive compensation for any unapproved classes taught.

(b) **Underload.**

Underloads resulting from under enrollment shall be made up as soon as practicable; in no case may this time exceed one (1) calendar year following the occurrence. The faculty member may opt to take a proportionate salary reduction in lieu of making up the underload.

(c) **Library Faculty Overload.**

Library faculty shall be guaranteed thirty (30) overload days per year and may be granted additional twenty (20) overload days beyond a total of thirty based upon the staffing needs of the library with approval of the Dean. Library faculty shall have priority in the assignment of any
additional overload. Overload compensation will be paid at the rate of six (6) overload credits per month, at the standard faculty overload rate, except during the Summer and during recesses and intercessions the overload rate increase for library faculty shall be the same rate as the general across-the-board increase, if the latter is higher.

(d) Supervision of library school interns shall be paid at the rate of one (1) graduate credit per student.

Section 4. Other Workload.

(a) Laboratories, Workshops, and Field Experience.

The regular workload may also be met by conducting or supervising laboratories, workshops, or field experience. One (1) credit will be given for the supervision of each graduate thesis. No more than six (6) credits will be given for the supervision of six (6) or more theses in any one (1) semester. Any number of supervisions above three (3) will be paid at the overload rate. Credits for the supervision of theses will be given only for the semester in which the students are registered.
(b) **Field Experience Supervision.**

Two (2) credits will be given for each three (3) students supervised at least four (4) times during the semester in the field experience in the College of Education and Information Sciences.

(c) **Class Enrollment.**

Faculty teaching a class with an enrollment above sixty-five (65) students shall receive an additional one (1) credit of compensation; for each additional thirty (30) students he/she shall receive an additional one (1) credit of compensation up to a maximum of six (6) credits.

Section 5. **Maximum Class Size.**

(a) Except as provided herein, the maximum number of students permitted to enroll in particular class sections, the quota, in effect for existing courses on August 31, 2002 may be increased by the Administration by a reasonable amount, provided that no increase shall be made to writing courses (WAC), labs or seminars, and core courses may not be increased over 2002-03 quotes by more than ten (10%) percent and non-core courses by more than fifteen (15%) percent.
(b) For new courses that are introduced during the life of this Agreement, maximum class sizes will be set by agreement of the department and the Administration after taking into account the nature of the course and the department.

(c) All parties recognize the need for flexibility in offering upper-division graduate and certain categories of specialty courses that may have low subscription and the occasional presentation of which is essential to the academic intellectual integrity of a program.

(d) The Administration and the Union will mutually agree upon rates of monetary compensation to be paid to faculty who volunteer to teach extraordinarily large classes. Among other things, this provides an opportunity for faculty to receive additional compensation.

Section 6. **Team Teaching.**

Credit for any team-taught three (3) credit course shall be given as follows:

4 credits for 28 to 34 students

5 credits for 35 to 44 students

6 credits for 45 or more students
An exception will be made for the first time the course is offered as follows:

4 credits for 24 to 30 students
5 credits for 31 to 40 students
6 credits for 41 or more students

Section 7. Interdisciplinary Teaching.

In any course offered for the first time with a minimum of fifteen (15) students, each faculty member concerned shall 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.
ARTICLE XV

RELEASED TIME

Section 1. Definition.

"Released Time" means reduction of the normal full-time workload. When released time is granted, such action shall not increase the normal workload of any other unit member. There shall be two types of released time: "Academic Released Time" and "Administrative Released Time."

Section 2. Allocation.

The Administration shall grant the following released time: The chairperson or president of each of the committees below shall be granted released time in each regular semester:

(i) Faculty Council 3 Credits

(ii) Academic Standing Committee 3 Credits

(iii) Campus Faculty Personnel Committee 3 Credits

(iv) College Curriculum Committee\(^1\) 3 Credits

\(^1\) It is agreed that this committee shall mean the College of Liberal Arts and Sciences Curricular Committee until such time as there is a Campus Curriculum Committee.
Section 3. Exceptions

(a) Other Released Time

This system does not preclude the assignment of other released time by the Dean with approval of the Academic Vice President.

(b) The minimum teaching load shall be six (6) credits per semester, except where waived in writing by the VPAA. Faculty whose released time would bring them below six (6) credits will have the excess of released time hours (over 6) converted to a stipend at their overload rate. Chairs will have the option of choosing the conversion.

Section 4. Continuing Research Support

Subject to budget limitation, the Administration will continue to make funds available in support of individual research projects.

Section 5. Administrative Released Time

It is understood that past practices according to which the Administration gives Released Time for administration duties may continue.
Section 6. **Released Time for Doctoral Instruction**

(a) Any faculty member who teaches in a doctoral program at the Post Campus offered under the aegis of Post shall have a three (3) credit reduction in teaching workload in any semester in which he/she teaches such a course. This shall apply only to courses and seminars open to doctoral students only, and shall not apply to practicum courses or to individual research courses or thesis supervision for persons not yet qualified for doctoral study.

(b) Terms and conditions are under consideration by committee as specified in the memorandum of understanding of September 25, 2003, Section II.C.

Section 7. **Librarian Coverage**

(a) Non-permanent leave replacements shall, in the first instance, be considered by the Library Personnel committee in consultation with the Dean of Libraries. As the need arises, the Committee and the Dean shall determine the number of hours needing replacement personnel for released time, recesses, leaves (emergency or otherwise), sick leaves and vacations. The final decision shall be made by the Dean.
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-semester and two-semester sabbatical leaves are available to faculty who have met the requirements specified in this Article, subject to the approval of the Board of Trustees.

(a) General Policy

(i) The administration shall make available thirty-five (35) sabbaticals to full-time unit members in each academic year, of which no more than seventeen (17) shall be one (1) semester sabbaticals. 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.

(ii) Recipients of leaves are normally required to return to Long Island University for at least one (1) year following the sabbatical.
(iii) 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 and approved by the Board of Trustees.

(b) Eligibility

(i) An applicant for a sabbatical leave must be actively performing services at the time of application in order to be eligible for a sabbatical leave.

(ii) An individual faculty member is eligible to apply for sabbatical leave for every seventh year of full-time faculty service, provided he/she holds tenure or contractual employment.

(iii) 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 or contractual
employment 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 sabbatical leave. If his/her sabbatical leave was deferred pursuant to Section (f) below, he/she may apply in less than six (6) years after the last sabbatical.

(iv) 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.

(v) 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 of this Article applies.
(c) **Application**

(i) The completed sabbatical leave application form must be submitted to the Department Chairperson, 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.

(ii) The application must include the following:

1. An indication of the semester or semesters for which the leave is requested;

2. A detailed statement of the academic purposes for which the leave is requested including anticipated academic or creative results; and, where relevant, grants received. Applications that describe with reasonable particularity projects that will enhance faculty members’ professional development will receive full consideration;

3. current curriculum vitae.
(d) **Review Procedures**

(i) The personnel committee of the relevant Department will make a recommendation based on legitimacy of purpose and the faculty member’s record of professional achievement.

(ii) The Department Chairperson will make a recommendation on the application’s compliance with the requirements set forth above and for advisability of granting the sabbatical for the time requested from the perspective of department needs.

(iii) The Department Chairperson will forward each application to the Dean by November 5. Each application will be accompanied by the recommendations of the personnel committee and chairperson and by a department profile for the sabbatical year showing leave deployment and the impact of replacement costs for the sabbatical(s) on the department budget.

(iv) 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 shall make a
recommendation on granting the leave on the basis of the criteria set forth above. By the close of the fall semester, the Dean will notify, in writing, the department chairperson and each individual applicant of any negative recommendations. The notification will state the reason(s) for such negative recommendations.

(v) The Dean will submit all recommendations to the President for review and recommendation. Should the President not agree with recommendations forwarded by the Dean, Chair and faculty, he/she will refer the matter back to such parties with a written explanation for his/her action no later than January 15 of the following calendar year.

(vi) The President will submit his/her recommendation for approval and granting the leave on the basis set forth above to the Board of Trustees for consideration at the first meeting of the Board in the calendar year. All sabbatical leaves require formal approval and granting by the Board to become effective. The Board shall use the same criteria as the Dean as set forth above. All applicants approved by the Board shall be notified at the earliest possible date thereafter.
(e) **Sabbatical Committee**

Should there be too few applications that meet the requirements for approval and/or granting to fill either quota or should a faculty member whose sabbatical application has been recommended negatively so request, a Sabbatical Committee shall be available to work with the affected applicant(s) to develop and recommend proposals that do meet the approval criteria for resubmission to the President. The Sabbatical Committee shall consist of four (4) individuals appointed by the academic vice president and four (4) tenured faculty members appointed by the Campus Faculty Personnel Committee 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 University will notify the faculty member of the final disposition of his/her application not more than 3 weeks from the date submitted to the President.

(f) **Deferrals**

(i) 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 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. A deferred sabbatical will not be counted toward the fulfillment of the sabbatical quota; the slot of the deferred candidate will be awarded to another qualified candidate in order to fill the quota, provided that the request for deferral has been made in writing by May 31.

(ii) 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.

(iii) 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.

(g) Report

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

Section 2. Faculty Development Leave.

(a) The Administration and the Collegial Federation recognize the importance of the professional development of the faculty to the growth of the University. Accordingly, the Administration agrees that after each nine (9) years of full-time service at the Post Campus, a faculty member shall be eligible for a Faculty Development Leave for either one (1) 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 or, on appeal, the CFPC and approval of the Administration. The Administration shall assure that a fair distribution of leaves 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/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 his/her workload requirements in the summer immediately preceding and immediately following the two (2) semester leave.

(e) Faculty members granted Faculty Development Leave shall not be eligible for any employment in any branch of the University, nor shall they engage in any activity for remuneration during the period of 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.

(f) The Administration agrees that Faculty Development Leave shall be available during each year of this Agreement at the limit of one (1) percent of the faculty for the purpose of two-semester leaves and at one (1) percent of faculty for the purpose of one (1) semester leaves.
(g) Library faculty shall be permitted to bank in one (1) month blocks their annual vacation time up to a maximum accumulation of five (5) months for the specific purpose of being able to participate in Faculty Development Leave. In the event that the librarian does not take the leave hereunder, his/her accrued time towards such leave shall be compensated at the salary rate prevailing at the time of early accrual.

(h) A faculty member who has been eligible to take at least two (2) prior sabbaticals whether or not he/she took them and who is otherwise eligible for normal retirement may choose to convert his/her final one-half (1/2) year sabbatical to a cash payment provided the faculty member retires on the August 31 immediately preceding the sabbatical. This pre-retirement sabbatical shall not be available to unit members retiring pursuant to Article XIX Section 13(b).

Section 3. Sick Leave.

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. Expended sick leave shall be restored at the same rate.

Full-time tenured faculty are entitled to sick leave up to a maximum of one (1) semester (six [6] months, 1/2 annual
salary). If the illness and convalescence of a tenured member of the faculty extends beyond one (1) semester, he/she will be placed on sick leave without pay (disability benefits apply) and his/her position will be held open until he/she is able to resume his/her teaching duties or informs the Board of his/her intention not to return.

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.

Section 4. Maternity and Child Care Leave.

(a) Maternity Leave.

The Administration shall provide a two-week leave with pay to expectant mothers who are bargaining unit members, in advance of expected date of childbirth, and four (4) additional weeks with pay immediately following childbirth.

The University shall not be obligated to pay for the six-week maternity leave if the employee does not resume full-time duties with the University for a least six (6) months following the maternity leave period and shall therefore be entitled to a refund of any sum paid for maternity leave if full-time employment is not resumed.
Maternity leave policy shall conform to applicable law.

(b) Child Care.

A special leave of absence for the purpose of caring for a newborn infant or adopted child shall be granted up to one (1) year without pay upon notification to the President and application for such leave by a member of the bargaining unit. Such leave shall, insofar as practicable, begin on September 1 or February 1 unless the date of the birth of a child shall render these times inappropriate.

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. An applicant shall not normally be eligible for more than one (1) such leave during any five (5) year period without the approval of the Vice President for Academic Affairs (VPAA). The VPAA shall not unreasonably withhold approval for an additional leave during any five (5) year period provided that exigent circumstances exist. Under no circumstances will an additional unpaid leave of absence be granted for the member
of the bargaining unit to pursue other employment opportunities.

(b) Time on leave of absence shall not accrue to the bargaining unit member’s seniority or eligibility for any benefit or privilege deriving from accumulated service. Faculty members on an unpaid leave of absence shall not be subject to the limitation on outside employment set forth in this Agreement. Leaves of absence under this section may be renewed at the discretion of the Board normally for a period of one 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 Union 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) Union officers shall be simultaneously on leave of absence under this provision.
(e) Faculty members on unpaid leave of absence shall not be permitted to participate in the governance of the Department unless provision for participation is expressly provided in the Departmental governance procedures prior to the application for the leave of absence.

Section 6. Special Unpaid Leave of Absence.

Faculty members on unpaid leave for child care, subject to section 4(b) of this article, or because of illness or for the purpose of engaging in activities which serve the interests of the University (i.e., the acceptance of a grant, a fellowship, a distinguished visiting professorship elsewhere), shall on return from such leave receive the salary increases that would have accrued through uninterrupted service. And the time spent on such leave shall be credited toward seniority and longevity.


Employees who are required to serve on a jury, or are required to report to Court in person in response to a jury duty summons, or are required to report for jury examination, or to qualify for jury duty, shall receive their 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. **Military Leave.**

Military Leave shall be afforded to unit members consistent with applicable law.
ARTICLE XVII

ACADEMIC YEAR, VACATIONS, AND RECESSES

Section 1. Academic Calendar.

The academic calendar will be prepared by the Administration in consultation with the Calendar Committee. No deviation in the number of school days shall be implemented without the concurrence of the faculty (expressed by vote in a Campus faculty meeting) unless required by governmental or accrediting agencies, an act of God or a strike.

Section 2. Classroom Faculty

The period of vacation for full-time classroom faculty shall be from the day subsequent to the Spring Commencement at the Post Campus through Labor Day, except when classes begin between September 1 and Labor Day.

Section 3. Library Faculty.

Library faculty will receive two (2) calendar months per year of vacation, the dates of which shall be agreed in advance by the faculty member and the Dean of Libraries in accordance with the needs of library operations.
Section 4. **Recesses.**

The traditional Thanksgiving, Winter, and Spring recesses and approved holidays shall be observed. The present compensatory time policies for work during recesses and on holidays shall continue for librarians.
ARTICLE XVIII

SALARY

Section 1. **Base Salary Increase.**

(a) **2011 - 2012 Academic Year:**

Effective and retroactive to September 1, 2011, each continuing unit member will be entitled to a 0% increase in base salary.

(b) **2012 - 2013 Academic Year:**

Effective September 1, 2012, each continuing unit member will be entitled to the greater of $800 or a 1% increase in base salary. Additionally, non-accruing payments not added to base salary shall be distributed among the faculty based upon an increase in gross tuition revenue received by the University. The University shall provide each faculty member with a check-off to direct all or part of the lump-sum payment to be donated, in the unit member’s name, to an endowed scholarship fund created by the Union and the Administration for this purpose. Lump sum payments will be calculated as follows:
(i) If gross tuition and fees revenue, as determined by a comparison of the Audited Reports of the University for the 2010-2011 and 2011-2012 academic years, increases by three percent (3%) or more, faculty shall receive non-accruing payments equivalent to 0.5% of the salary effective August 31, 2012. These payments will be determined no later than December 15, 2012 and shall be distributed evenly throughout the remainder of the academic year.

(ii) Alternatively, if gross tuition and fees revenue, as determined by a comparison of the Audited Reports of the University for the 2010-2011 and 2011-2012 academic years, increases by six percent (6%) or more, faculty shall receive non-accruing payments equivalent to 1% of the salary effective August 31, 2012. These payments will be determined no later than December 15, 2012 and shall be distributed evenly throughout the remainder of the academic year.

(iii) Alternatively, if gross tuition and fees revenue, as determined by a comparison of the Audited Reports of the University for the 2010-2011 and 2011-2012 academic years, increases by eight percent (8%) or more, faculty shall receive non-accruing payments equivalent to 2% of the salary effective August 31, 2012. These payments will be determined no later
than December 15, 2012 and shall be distributed evenly throughout the remainder of the academic year.

(c) **2013 - 2014 Academic Year:**

   Effective September 1, 2013, each continuing unit member will be entitled to a 1.5% increase in base salary. Additionally, if gross tuition and fees revenue, as determined by a comparison of the Audited Reports of the University for the 2011-2012 and 2012-2013 academic years, increases by eight percent (8%) or more, faculty shall receive non-accruing payments equivalent to 1% of the salary effective August 31, 2013. These payments will be determined no later than December 15, 2013 and shall be distributed evenly throughout the year. The University shall provide each faculty member with a check-off to direct all or part of the lump-sum payment to be donated, in the faculty member’s name, to an endowed scholarship fund created by the Union and the Administration for this purpose.

(d) **2014 - 2015 Academic Year:**

   Effective September 1, 2014, each continuing unit member will be entitled to a minimum 2% increase in base salary. Additionally, non-accruing payments not added to base salary shall be distributed among the faculty based upon an increase in gross tuition revenue received by the University. The University
shall provide each faculty member with a check-off to direct all or part of the lump-sum payment to be donated, in the faculty member’s name, to an endowed scholarship fund created by the Union and the Administration for this purpose. Lump sum payments will be calculated as follows:

(i) If gross tuition and fees revenue, as determined by a comparison of the Audited Reports of the University for the 2012-2013 and 2013-2014 academic years, increases by three percent (3%) or more, faculty shall receive non-accruing payments equivalent to 0.5% of the salary effective August 31, 2014. These payments will be determined no later than December 15, 2014 and shall be distributed evenly throughout the remainder of the academic year.

(ii) Alternatively, if gross tuition and fees revenue, as determined by a comparison of the Audited Reports of the University for the 2012-2013 and 2013-2014 academic years, increases by six percent (6%) or more, faculty shall receive non-accruing payments equivalent to 1% of the salary effective August 31, 2014. These payments will be determined no later than December 15, 2014 and shall be distributed evenly throughout the remainder of the academic year.
(iii) Alternatively, if gross tuition and fees revenue, as determined by a comparison of the Audited Reports of the University for the 2012-2013 and 2013-2014 academic years, increases by eight percent (8%) or more, faculty shall receive non-accruing payments equivalent to 2% of the salary effective August 31, 2014. These payments will be determined no later than December 15, 2014 and shall be distributed evenly throughout the remainder of the academic year.

(e) **2015 - 2016 Academic Year:**

Effective September 1, 2015, each continuing unit member will be entitled to a minimum 2% increase in base salary. Additionally, non-accruing payments not added to base salary shall be distributed among the faculty based upon an increase in gross tuition revenue received by the University. The University shall provide each faculty member with a check-off to direct all or part of the lump-sum payment to be donated, in the faculty member’s name, to an endowed scholarship fund created by the Union and the Administration for this purpose. Lump sum payments will be calculated as follows:

(i) If gross tuition and fees revenue, as determined by a comparison of the Audited Reports of the University for the 2013-2014 and 2014-2015 academic years, increases by three
percent (3%) or more, faculty shall receive non-accruing payments equivalent to 0.5% of the salary effective August 31, 2015. These payments will be determined no later than December 15, 2015 and shall be distributed evenly throughout the remainder of the academic year.

(ii) Alternatively, if gross tuition and fees revenue, as determined by a comparison of the Audited Reports of the University for the 2013-2014 and 2014-2015 academic years, increases by six percent (6%) or more, faculty shall receive non-accruing payments equivalent to 1% of the salary effective August 31, 2015. These payments will be determined no later than December 15, 2015 and shall be distributed evenly throughout the remainder of the academic year.

(iii) Alternatively, if gross tuition and fees revenue, as determined by a comparison of the Audited Reports of the University for the 2013-2014 and 2014-2015 academic years, increases by eight percent (8%) or more, faculty shall receive non-accruing payments equivalent to 2% of the salary effective August 31, 2015. These payments will be determined no later than December 15, 2015 and shall be distributed evenly throughout the remainder of the academic year.
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 shall be paid monthly for each month worked and for authorized paid leave periods.

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.**

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<th>Grade</th>
<th>Minimum</th>
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<th>9/1/13</th>
<th>9/1/14</th>
<th>9/1/15</th>
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A unit member shall receive the new minimum or the increases described in Section 1 above, whichever is greater.
EXTRA-WORKLOAD COMPENSATION

Section 5. Overload.

The following overload rates shall be in effect for all full-time faculty on the following dates:

<table>
<thead>
<tr>
<th></th>
<th>9/1/11</th>
<th>9/1/12</th>
<th>9/1/13</th>
<th>9/1/14</th>
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</table>

Section 6. Per Capita Teaching.

(a) The per credit per capita teaching rate shall be:

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<th>Per Credit</th>
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<tr>
<td>9/1/11</td>
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<td>$ 161.00</td>
</tr>
<tr>
<td>9/1/15</td>
<td>$ 164.00</td>
</tr>
</tbody>
</table>

A faculty member shall not teach more than one (1) course per semester on a per capita basis.
(b) For courses taught on a per capita basis, payment shall be made on the following basis:

(i) the number of students on the Registrar’s report taken at the end of the day on which the course was scheduled to meet for the first time; and

(ii) any subsequent enrollments verified by the Registrar.

For purposes of subparagraph (ii), the Registrar shall run an end-of-day enrollment report for each of the first seven scheduled days of each semester, including Saturdays and Sundays for each Weekend College Session.

(c) Should any course determined at the outset of the semester to be a per capita course eventually subscribe to a level, certified through the Registrar’s enrollment count to justify reconversion to a course as part of the faculty member's full load, the faculty member may petition the Dean for reconversion and the Dean's approval shall not be withheld unreasonably.

(d) In recognition of the fact that evening students may select courses or sections on bases different from those used by full-time day students, the Administration agrees to give
special consideration to scheduling and preserving from cancellation evening courses that could run on a per capita basis, the elimination of which might reasonably be expected to deter student enrollment.

Section 7. **Independent Study.**

The 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:

<table>
<thead>
<tr>
<th>Effective</th>
<th>Per Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/1/11</td>
<td>$143.00</td>
</tr>
<tr>
<td>9/1/12</td>
<td>$146.00</td>
</tr>
<tr>
<td>9/1/13</td>
<td>$148.00</td>
</tr>
<tr>
<td>9/1/14</td>
<td>$152.00</td>
</tr>
<tr>
<td>9/1/15</td>
<td>$156.00</td>
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</tbody>
</table>

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 chairperson.
Section 8. **SCALE Program.**

Faculty participating in the SCALE program shall receive one (1) credit, on an overload basis for each high school instructor supervised and one (1) credit on an overload basis for each high school section supervised. Participating faculty members shall receive more than three (3) credits in the SCALE Program only with the written approval of the Dean.

Section 9. **Core Curriculum Workshops.**

Credit for Core Curriculum Workshops shall be given as follows:

<table>
<thead>
<tr>
<th>Contact Hours Per Semester</th>
<th>Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>7½</td>
<td>½</td>
</tr>
<tr>
<td>15</td>
<td>1</td>
</tr>
</tbody>
</table>

Section 10. **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 Post Campus.

In addition, a faculty member who teaches a course at a site off campus fifty (50) miles or more from his/her residence, if that distance is greater than the mileage from his/her place of residence to the Post Campus, will receive a stipend in the amount of $494 during the 2011-12 academic year, $499 during the 2012-13 academic year, $505 from 9/1/2013-14, $516 from 9/1/14 academic year and $526 from 9/1/15 academic year. The fifty (50) miles shall be for all such distances traveled in a single direction in one (1) day+. If more than one course is taught on the same day, at the same site, the person shall receive no additional stipend. If the faculty member's address of record is in Nassau or Suffolk County and if the off-campus assignment is in Manhattan, Westchester, Rockland or north or west thereof, the stipend shall be paid irrespective of distance.

(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 11. Compensation for Chairpersons.

(a) Responsibility.

A Chairperson is responsible to the Administration for fulfilling his/her departmental duties from September 1 through August 31 of each year.

(b) Compensation.

(i) Chairpersons shall receive six (6) credit hours of released time in the regular Fall and regular Spring semesters.

(ii) The annual 2011-12 stipend in the amount of $12,424 shall be awarded to the chairperson administering the following departments. The 2012-13 chairperson stipend shall be $12,548. The 2013-2014 chairperson stipend shall be $12,736. The 2014-15 chairperson stipend shall be $12,991. The 2015-16 chairperson stipend shall be $13,251.

<table>
<thead>
<tr>
<th>Art</th>
<th>Media Arts Theatre, Film, Dance &amp; Arts Management</th>
<th>Music</th>
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</thead>
<tbody>
<tr>
<td>Earth and Environmental Sciences</td>
<td>Computer Science and Management Engineering</td>
<td>Biomedical Sciences</td>
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<tr>
<td>English</td>
<td>Mathematics</td>
<td>Marketing and International Business</td>
</tr>
<tr>
<td>Chemistry</td>
<td>Nutrition</td>
<td>Management</td>
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<tr>
<td>Criminal Justice</td>
<td>Counseling and</td>
<td>Finance</td>
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<td></td>
<td>Development</td>
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<td>Biology</td>
<td>Special Ed and</td>
<td>Psychology</td>
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<td></td>
<td>Literacy</td>
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<td>Physics</td>
<td>Sociology and</td>
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<td>Anthropology</td>
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<td>Economics</td>
<td>Political Science</td>
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<td>and International</td>
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<td>Studies</td>
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<td>Education</td>
<td>Health Care and</td>
<td>Foreign Language</td>
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<td>Administration</td>
<td>Public Administration</td>
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<td>Education and</td>
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<td></td>
<td>Movement Sciences</td>
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<td>History</td>
<td>Social Work</td>
<td>Communication</td>
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<td>Sciences and</td>
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<tr>
<td></td>
<td></td>
<td>Disorders</td>
</tr>
</tbody>
</table>

(iii) Subject to sufficient departmental activities, a chairperson shall receive in the 2011-12 Academic Year an additional stipend in the amount of $1,273 for services on campus during his/her vacation leave to oversee department operations. For the 2012-13 academic year the stipend will be $1,286. For the 2013-14 academic year, the stipend will be $1,305. For the 2014-15 academic year the stipend will be $1,331. For the 2015-16 academic year the
stipend will be $1,358. If however, a department offers more credit hours in the combined summer sessions than during the Spring or during the Fall semesters, the chairperson's vacation period stipend will be $2,546 during the 2011-12 academic year. For the 2012-13 academic year the stipend will be $2,572. For the period 9/1/13-14, the stipend will be $2,610. For the 2014-2015 academic year the stipend will be $2,662. For the 2015-2016 academic year the stipend will be $2,716

(c) **Chairperson Surrogate.**

Subject to the approval of the President, a chairperson may assign a portion of his/her stipend to a surrogate who shall perform the chairperson's duties on campus during periods of the chairperson's vacation leave.

**Section 12. Compensation for Doctoral Dissertation Supervisor.**

Unit members who supervise doctoral dissertations shall be compensated at twice the Independent Study Rate as set forth in Section 7 of this article.
ARTICLE XIX
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 the Article and as set forth by the individual carrier(s).

Section 1. Health Care Benefits

(a) 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.

(b) 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 Union; one (1) representative appointed by the Board of Trustees; and a chairperson mutually agreed upon by both the Union and the Board. The Committee will annually review all insurance benefits and submit their findings to the Board.
The Administration agrees that the faculty will be notified in writing annually of enrollment dates for all benefits that require an enrollment initiative by the individual.

The Administration has no current plan to change health carriers, and will not, for the duration of this Agreement, change any medical plan carrier for economic reasons in such a manner as to reduce health benefits to unit members in a way that might reasonably have been known before such change. Should subsequent circumstances require a reconsideration of any medical plan carrier, the Administration will include in that reconsideration the following:

(i) each unit member who participates with the medical plan carrier in question will be given at least sixty (60) days notice prior to any decision;

(ii) the CWPCF will be given sixty (60) days notice prior to any decision;

(iii) the CWPCF will be advised of the reasons for the reconsideration and will be consulted regarding the selection and implementation of a successor medical plan carrier;
(iv) every reasonable effort will be made to replace
the carrier in question with another that offers comparable
quality and coverage to those that the subscribers have used.

(c) The following medical plan options are available to
unit members:

CIGNA Core medical Plan
CIGNA Buy Up 1 Medical Plan
CIGNA Buy Up 2 Medical Plan

Beginning on January 1, 2012, and for the remainder of
the term of the CBA, unit members will contribute to the cost
of their respective health plans in accordance with the
following formula:

• CIGNA Core Medical Plan: 18% of the cost of the
  plan;
• CIGNA Buy Up 1 Medical Plan: 21% of the cost of
  the plan; and
• CIGNA Buy Up 2 Medical Plan: 25% of the cost of
  the plan.

(i) If the unit member enrolls in the University’s
Wellness program, and successfully participates in all required
aspects of the program, the unit member will be entitled to a
taxable cash payment equivalent to a 1% reduction in
contribution costs to any of the above health plans. The
Wellness Program will consist of, but is not limited to, the
following elements:
• Health Risk Assessment Completion;
• Fitness components that will extend throughout the year;
• Wellness educational seminars (i.e. healthy eating, financial wellness, stress reduction); and
• Smoking cessation.

(ii) Full time faculty hired prior to 9/1/06 shall be able to migrate between any available options and levels of healthcare coverage during each open enrollment period.

(iii) Faculty hired subsequent to 9/1/06 shall be eligible to migrate between any available options and levels of healthcare coverage during the Fall 2012 and Fall 2015 open enrollment periods. Once a medical option other than the Core option is selected during one of these two special enrollment windows (buy-up #1 or buy-up #2), participants may only buy down and not up during subsequent annual enrollment windows.

(d) Health Insurance Waiver Program — Unit members who have health insurance coverage from a source other than the University, may waive coverage under the plans offered by the University during any open-enrollment period by completing a “health insurance waiver” form and showing proof of other comparable insurance coverage. Unit members who waive coverage under the plans offered by the University shall receive two
thousand ($2000) dollars per year in return for waiving such coverage.

The amount of health insurance waiver payment is treatable as income, but shall not increase a unit member’s entitlement to any other benefit sponsored by the University that is based on earnings. The health insurance waiver payment will be pro-rated and paid in equal installments each pay period. If, during the Plan year, a unit member becomes eligible for “Special Enrollment” in one of the health plans offered by the University and elects coverage, he/she shall no longer be eligible for any unpaid balance of the health insurance waiver payment as of the commencement date of health insurance provided through a University-offered plan. Unit members who become eligible for special enrollment may re-enroll in any health plan offered by the University at the time he/she opts back into the plan.

To continue to receive the $2,000 health insurance waiver payment in subsequent plan years, a unit member must complete a “Health Insurance Waiver” form each subsequent open enrollment period.
(e) **Retiree Medical Benefits.**

To be eligible for retiree medical benefits the faculty member must retire from the University having attained at least age 65 with 10 or more years of full-time service, or at least age 60 with 20 or more years of full-time service.

Participants may enroll in a retiree indemnity plan (currently administered by Cigna). No monthly premiums are required for retiree medical coverage with Cigna. Both the retiree and each eligible covered dependent (including spouses at the time of retirement), will be eligible to receive separate lifetime cumulative benefit payments from the plan equal to $50,000. In addition, at the end of each calendar year of plan participation, participants will have up to $1,000 of actual plan payments reinstated toward the lifetime $50,000 maximum.

If both the retiree and eligible covered dependent(s) are eligible for Medicare (generally at least age 65), the retiree can alternatively select coverage under one of two Medicare Advantage plans made available through the University. Medicare Advantage plans take the place of traditional Medicare coverage. Eligible retirees have a one-
time opportunity during an annual open enrollment period to switch from Cigna retiree indemnity coverage to a Medicare Advantage plan (provided they have at least $10,000 remaining toward the lifetime benefit limit), but enrollees may not return to the Cigna retiree indemnity plan.

The University will pay Medicare Advantage monthly required premiums on behalf of eligible enrollees and their eligible dependents, inclusive of spouses at the time of retirement, not to exceed a lifetime maximum of $50,000 per enrollee. Those electing Medicare Advantage coverage after participating in the Cigna retiree indemnity plan will have their Medicare Advantage $50,000 lifetime premium reimbursement limit offset by any Cigna retiree medical plan payments.

Once the lifetime benefit limit is exhausted, participants will have the opportunity to join a Medicare Advantage Plan and pay the full monthly required cost of coverage with no University subsidy.

In the event of the death of a retiree participating in the medical plan, surviving dependents (including spouses at the time of retirement) will be offered COBRA continuation of retiree medical plan coverage for up to 36 months at their own
expense. However, in no event will plan payments exceed $50,000.

If a retiree participating in retiree medical benefits hits the lifetime limit, covered dependents (including spouses at the time of retirement) can still maintain their own coverage until they meet their own $50,000 lifetime limit.

Section 2. Long Island University Retirement Plan (the 403(b) Plan).

The retirement plan for eligible full-time unit members is provided by contracts with TIAA-CREF.

(a) Participation.

Participation is mandatory for faculty who have been awarded tenure. Participation in the Retirement Account (RA) component of the Plan, generating University contributions, requires attainment of age twenty-six (26) and the completion of one (1) year of service. The preliminary service period requirement will be waived for an employee, otherwise eligible, who already holds a retirement annuity contract issued by TIAA-CREF. Voluntary participation in the Group Supplemental Retirement Account (GSRA) can commence immediately upon hire.
(b) **Retirement Age.**

All participants in this retirement plan may retire at the end of the academic year in which they attain age sixty-five (65) (sixty-eight (68) for those enjoying tenure before August 1973), herein called normal retirement age. However, mandatory retirement is determined by applicable law.

(c) **Contributions.**

Each participant in this retirement plan shall voluntarily 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. Faculty participation becomes mandatory upon completion of seven (7) years of service. The combined contribution will be applied to the purchase of retirement benefits for the participant as follows:

Allocations between TIAA and College Retirement Equities Fund ("CREF") may be made in any proportion which the participants designate. Contributions can also be invested in TIAA-CREF mutual funds and/or Lifecycle funds.
(d) **Contracts.**

Each retirement annuity contract written in accordance with subsection 2(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.

**Section 3. Group Life Term Insurance.**

Eligible faculty may participate in a contributory group term life insurance plan as provided in the group life term policy issued to the University.

Such plan shall provide coverage in the amount of twice the participating covered faculty member's salary, and the University shall assume the cost of the first $25,000 coverage. The balance of the amount of coverage shall be contributed by the covered participating member at the prevailing rate (currently .414¢ per $1,000 of coverage) per month, which shall be deducted from his/her regular monthly compensation. This rate shall be reduced by whatever rate the Union can find in the open market.
Section 4. **Tuition Remission**

The Board agrees to provide to members of the bargaining unit, immediately upon 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 or Vice President. Tuition remission does not apply to non-credit courses.

Spouses of bargaining unit members are entitled to remission of tuition for any credit course(s) to be taken in the University. However, there shall be no tuition remission for doctoral courses for spouses of faculty members.

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.
Unit members (and/or spouses) who wish to take continuing education courses may do so under the following conditions:

(1) On the first class meeting of the course space is available for the individual in such course; and

(2) there are no additional costs to the University caused by the inclusion of such individual in the course.

Section 5. **Death Benefits.**

The Board agrees to provide for the benefit of the surviving spouse or any designated beneficiary a monthly grant equal to one (1) month's salary (1/12 of annual salary) for each year of service to the University up to six (6) years or accrued salary owed to the deceased for the contract year, whichever is greater.

Section 6. **Long Term Disability Benefits Plan**

Unit members may participate in the Long Term Disability Plan on a noncontributory basis after they have completed one (1) year of full-time service.

Beginning on the first of the month following six (6) consecutive months of disability (provided the disability commenced before age sixty (60) and continuing during such disability until the eligible unit member reaches age sixty-five (65) or until his/her prior death, he/she shall receive:
(a) A monthly income benefit which, including any income benefits payable from Social Security and Workers’ Compensation, is equal to sixty (60) percent of the unit member's covered monthly salary as of the date the disability began, but not to exceed $5,000 monthly. In no event will the monthly income benefits be less than $50, even though this amount plus Social Security and Workers’ Compensation benefits may bring the unit member's total income to more than fifty (50) percent of salary.

(b) A monthly waiver benefit of the amount being paid to TIAA-CREF annuity in accordance with the provisions of the Board's plan shall be paid by the carrier, but not to exceed ten (10) percent of the first $400 of the individual's covered monthly salary plus sixteen (16) percent of covered monthly salary in excess of $400 as of the date the disability began. Monthly benefits are also payable if the disability commenced on or after age sixty (60), but for a shorter duration as indicated in the Summary Plan Description.

(c) Dual Definition of Disability.

A person will be considered eligible for full disability if such person is not able to perform his/her work even if such person is able to perform a less strenuous form of
his/her work. There is a 2 year limit on the application of the less rigorous definition of disability.

(d) **Survivor Income Death Benefit.**

Provides a one time death benefit payment to the survivor in an amount equal to 3 times the amount of the last disability payment made.

Section 7. **Administration of Dental Plan**

The Administration agrees to provide administrative support for a dental plan to be funded by the CWPCF or its members. The Administrative support will be limited to payroll deductions and to the preparation and filing of certain mandatory reports.

Section 8. **Tuition Assistance.**

The University shall provide undergraduate tuition assistance to unit members whose dependents are in attendance in other institutions of higher learning at the rate of $700 per year per dependent as per Internal Revenue Service regulations.

Section 9. **Benefits for Retirees.**

(a) **Retirement Age.**

The normal age of retirement shall be as specified by law.
(b) **Post-Retirement Employment.**

Upon recommendation of his/her department and Administration and subject to the approval of the Board of Trustees, a 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 department.

(c) 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 death of the retired member) and the right to use available office space, laboratories, the library, and other campus facilities. Major medical benefits shall be provided to retirees pursuant to Section 1 of this Article.

Section 10. **Miscellaneous Benefits.**

(a) The University will continue to provide emergency loans to the faculty, as such benefits have heretofore existed except that the maximum emergency loan shall be $1500 dollars.
(b) An interest free Doctoral Loan up to a maximum of $7,500 is available for use by full-time faculty who are matriculated in an accredited doctoral program, with no more than $2,500 in any one academic year. An additional interest free loan up to a maximum of $2,500 may be available subject to the approval of such additional monies by the Vice President for Academic Affairs. In no event will the total loans granted to any faculty member under this provision exceed $10,000. 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.

(c) The University shall, as soon as possible, become a participating institution in the tuition exchange program as defined at www.tuitionexchange.org.

(d) Athletic Center

The faculty who make use of the facilities of the Athletic Center, including the pool, will pay the standard employee rate.

Section 11. Confidentiality of Medical Records.

The medical records of unit member shall be held in confidence and in accordance with all applicable federal, state
and local laws and regulations pertaining to such records. Such confidentiality shall include, notwithstanding the provisions of Article VII, Personnel Files, the maintenance of a unit member's medical records in a file separate and apart from the unit member's personnel file and limiting access to such medical records to persons and employees who have a need to know or use such information solely and exclusively in the furtherance of their clerical or professional responsibilities.

The University shall not be liable for any actions which may arise due to the University's disclosure of such medical records or information to other parties or entities provided that the affected unit member has given his/her explicit permission for such release or disclosure or such release or disclosure is made pursuant to the terms of any health care plan or policy in which such unit member participates or to which such unit member may make application for participation or claim. The release or disclosure of such medical records or information shall be subject to applicable federal, state and local laws and regulations pertaining to disclosure or release.
Section 12. Early Retirement Plan for Tenured Faculty Who Have Completed Ten (10) Years of Service

(a) **Option 1.**

You will receive one-half of your final annual salary for each year you retire early for a maximum of three (3) years up to the age of sixty-five (65). At age sixty-five (65), the University will also make a lump sum payment in an amount equal to your final annual salary.

(b) **Option 2.**

You will receive one-half of your final annual salary for each year you retire early, for the maximum of five (5) years up to the age of sixty-eight (68).

The retiree will continue to participate in the fringe benefits program for active employees (with the exception of life and disability insurance only available to employees meeting the “actively at work” requirements) until such time as the retiree receives the final payment under the Early Retirement Program. During the early retirement period the retiree’s healthcare contribution will remain at the amount he/she was paying as of the date his/her early retirement became effective.
An applicant for early retirement benefits under this Section must be actively performing all of the duties of a full-time faculty member at the time of the application.

Section 13. 68 and Over Retirement Incentive

Unit members over the age of 68 as of September 1, 2006, with at least 10 years of service to the University may elect to retire on or before September 1, 2007 and receive a (1) one-time lump sum payment equal to 100% of his/her base salary in the last year of his/her employment or (2) 150% of his/her annual base salary for the last year of his/her employment in three installments over a three-year period. Unit members electing to retire pursuant to this paragraph shall be eligible for the benefits set forth in Section 9 and the retiree healthcare benefits set forth in Section 1(e) of this article.
ARTICLE XX
OFFICE SPACE

The Administration shall make every reasonable effort to provide adequate space and instructional facilities for faculty where they do not yet exist. The Administration shall consult with the department involved before making significant changes in existing office arrangements.
ARTICLE XXI

PROFESSIONAL RESPONSIBILITIES

Section 1. Primary Professional Employment.

(a) Full-time faculty members may engage in professional activity outside the University provided that full disclosure is made by the unit member on the form currently in use. Such activity shall not interfere with the unit member's performance of his/her duties as set forth in Article XIV, Workload. Each full-time unit member shall be responsible for filing the Campus's official disclosure of outside activities form. Forms shall be filed in the Office of the President by October 15 of the Fall semester and by March 1 of the Spring semester. Deliberate failure to file the form or willful misrepresentation will be considered cause for disciplinary action, pursuant to Article XXIII, Section 5.

(b) Notwithstanding anything herein to the contrary, a unit member shall not be permitted also to be actively employed as a full-time faculty member at another school.
ARTICLE XXII

GRIEVANCE PROCEDURE AND ARBITRATION

Purpose:

The University and the Union agree that they will use their best efforts to encourage the informal and prompt settlement of grievances which 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 an employee, the Union, or the University that there has been a violation, misinterpretation, breach, or improper application of any provision of this Agreement.

Section 2. Informal Procedure for Handling Grievances.

An aggrieved unit member and the appropriate Dean may meet to resolve a grievance in an informal manner. No determination shall be made by the Dean at such an informal meeting which diminishes, amends, or otherwise modifies the provisions of this Agreement.
Section 3. **Formal Procedure for Handling Grievances.**

Grievances may be filed by an employee in the bargaining unit on the employee's behalf, by the Union on the employee's behalf, by the Union on its behalf, or by the Administration on its behalf. A grievance must be filed in writing by an employee, the Union, or the Administration within sixty (60) calendar days from the date of the alleged grievable occurrence or within sixty (60) days from the time the employee, the Union, or the Administration had reasonable cause to know of such grievable occurrence. Any grievance not processed in accordance with the time limits specified in this Article 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 Director of Labor Relations with a copy to the Vice President for Academic Affairs. The Director of Labor Relations or his/her designee shall, within ten (10) workdays of receipt of the grievance, meet with the grievant and an authorized representative of the Union for the purpose of resolving the grievance. The Director of Labor Relations or his/her designee
shall, within ten (10) workdays after the completion of the grievance meeting(s), issue a decision in writing to the grievant and the Union.

**STEP 2(a).** If the grievance has not been settled at STEP 1, then within ten (10) workdays after receipt of the written decision of the Director of Labor Relations or his/her designee or the expiration of the time limits for making such decision, the grievant and/or the Union may submit the grievance in writing to the Vice President for Academic Affairs of Long Island University together with a copy of the STEP 1 decision. The Vice President for Academic Affairs or his/her designee shall, within ten (10) workdays of receipt of the grievance, meet with the grievant and a representative of the Union for the purpose of hearing the grievance. The Vice President for academic Affairs or his/her designee shall within ten (10) workdays after the grievance hearing issue a decision in writing with reasons to the grievant and the Union.

**STEP 2(b):** An Administration grievance shall be initiated at STEP 2 by the Vice President for Academic Affairs or his/her designee by submitting the grievance to the President of the Union or his/her designee. The President of the Union or his/her designee shall within ten (10) workdays after hearing
the grievance respond in writing to the Vice President for academic Affairs or his/her designee with the Union's decision regarding the grievance and the reasons therefore.

**STEP 3.** If the grievance has not been settled at STEP 2, then within thirty (30) calendar days after receipt of the STEP 2 written decision or the expiration of the time limits for making such decision, only the Union or the Administration may request arbitration by giving notice to that effect, by certified mail, return receipt, directed to the Office of the Director of Labor Relations or to the Union President, and to the American Arbitration Association (AAA).

Section 4. Arbitration.

(a) The arbitration procedure shall be conducted in accordance with the rules of the AAA, (except that the parties may, if mutually agreed and in writing, submit the matter to the Streamlined Labor Arbitration Rules of the AAA as amended and in effect on January 1, 1988), subject to the provisions below:

(i) The parties agree on a panel of arbitrators in the order set forth below:

1) Richard Adelman
2) Stanley Aiges
3) Steven Bluth
4) Joel Douglas
5) Howard Edelman
6) Thomas Germano
7) John Sands
8) Martin Scheinman
9) Janet Spencer

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.

(ii) 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.

The parties agree to attempt to add at least three (3) but no more than five (5) additional names to the panel of arbitrators.

(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. The Arbitrator shall not be authorized to review the merits of the academic judgment of the faculty and Administration or substitute his/her judgment therefor.
(d) A final decision or award of the Arbitrator shall be made within thirty (30) calendar days after the close of the hearing. Such decision or award shall be binding upon the Union, the University, and the employees affected thereby.

(e) The cost of arbitration, excluding advocate, 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.

Section 5. General Provisions.

(a) Wherever a time limit is provided by this Article, the parties may 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 entitled to attend hearings or who are called as witnesses by a party, shall be excused for that purpose from other duties without penalty, provided that arrangements are made for coverage of the Unit member's duties.
(c) No reprisals of any kind shall be taken against any unit member or the Collegial Federation for the filing and processing of any grievance.

(d) A grievance affecting a number of individual unit members, involving a similar pattern of fact, may be filed and processed by a single, named representative of the unit members so affected who shall be identified in the grievance.

Section 6.

Neither the University nor the Union shall be responsible for the improper application, violation, misinterpretation, or breach of any provision of this Agreement by any unit members, it being understood that this section is intended to preclude from arbitration those grievances relating to action or inaction of unit members exclusively.
ARTICLE XXIII
JUST CAUSE AND DUE PROCESS

Section 1.

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

Section 2.

A unit 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 Union.

Section 3.

Notwithstanding the time limit specified in Article XXII, Grievance Procedure and Arbitration, a grievance filed under this provision shall be filed in writing within thirty (30) workdays of receipt of notification by certified mail.

Section 4.

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

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

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

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

Section 5.

Unit members shall be discharged for incompetence or misconduct for one or more of the following reasons for which written charges are served by the Administration on the individual, with notice to the Union as aforesaid:

(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) Material and substantial misrepresentation of facts with respect to professional and academic qualifications, previous employment, academic credentials, publications, and other professional achievements.

Discharge of a person on tenure may be taken up as a grievance directly at Step 2 of the Grievance Procedure provided under this Agreement within thirty (30) calendar days of such removal or suspension.
ARTICLE XXIV

GENERAL FACULTY PROCEDURES

Section 1. Faculty Meetings.

(a) In matters of faculty contribution to institutional governance, decisions are arrived at by vote in Campus faculty meetings. The Campus faculty, in consultation with the appropriate administrative officer, shall determine the dates of its regular meetings, choose its presiding officer and secretary, and establish rules of procedure.

(b) Administrators are invited to attend and participate in the meetings, but have no vote.

(c) Special meetings of the Campus faculty may be called by the Faculty Council or by the Administration. Such meetings will be scheduled after 2:30 p.m. or at a mutually acceptable time.

(d) College, school, and library faculties shall operate in similar fashion in carrying out delegated responsibilities.

Section 2. Faculty Committees.

(a) The faculty shall establish standing and ad hoc committees to carry out the functions it designates.
(b) Subject to the approval and general direction of the Campus faculty, each faculty committee shall state in writing its delegated purpose, authority, and rules of procedure for carrying out the regular academic business of the faculty including such typical areas as curriculum, academic standing, and admission policy as assigned to it by the faculty.
ARTICLE XXV

TELEVISING, TAPING, AND RECORDING OF INSTRUCTION

Section 1.

There shall be no taping, televising, or recording of instruction without the written permission of the unit member, who shall be advised of the intended uses thereof.

Section 2.

The Administration shall advise the Union of the establishment of any new programs, which involve televising, taping, and/or recording of unit members' instruction. The Administration shall also provide to the Union a copy of the written permissions granted by any unit members under Section 1 of this Article.

Section 3.

The parties shall establish a committee made up of three (3) representatives designated by the Collegial Federation and three (3) members designated by the Administration to address the impact of any new programs involving televising, taping, and recording of instruction on the full-time faculty, as well as such other issues of academic policy and job security which may
be implicated by such programs. Nothing addressed by this committee or any impasse or disagreement thereof shall be subject to the grievance and arbitration provisions of this Agreement.
ARTICLE XXVI
ADMINISTRATION-UNION MATTERS

Section 1. Collegial Federation Meetings.

The Administration and the Collegial Federation agree that regular channels of communication should exist to facilitate discussion, exchange of information, and resolution of differences between the two parties which may arise with reference to this Agreement and the implementation thereof.

The President of Long Island University or his/her designee shall meet upon request with representatives of the Collegial Federation to discuss matters of concern to either party.

Section 2. Distribution of Official Documents.

The Collegial Federation shall be included as a regular constituent in the distribution of all official documents available to the public concerning University policies on budgets, finances, personnel, governance procedures, or other matters of concern to the faculty of the Post Campus.

Section 3. Standing University Provosts' Advisory Committee.

A representative of the Collegial Federation shall be seated on each Standing University President Advisory Committee.
Section 4. Distribution of this Agreement.

The Administration shall print copies of this Agreement and distribute them to all unit members.
ARTICLE XXVII

INFORMATION AND DATA

Section 1. General.

In addition to any other information and data provided for elsewhere in this Agreement, the Administration shall make available to the Collegial Federation, upon written request and within a reasonable time thereafter, where possible within two (2) weeks, such statistics and financial information in possession of the Administration which directly relates to this Agreement or the negotiation of a successor Agreement.

Section 2. Privacy.

It is understood that information, the divulging of which would violate an individual's legally guaranteed rights of privacy, is not covered by this Article.

Section 3. Compilation of Statistics.

It is further understood that this Article shall not be construed to require the Administration to compile information and statistics in a form not already compiled, unless mutually agreeable.
Section 4.

(a) The Administration shall provide the Collegial Federation with available information concerning names, sex, date of birth, date of employment, address of record, telephone numbers of record, departments, rank, years in rank, annual base salary and tenure status of all members of the unit by November 1 of each year 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.

(b) Normally, copies of all initial appointment letters and termination letters shall be sent to the Union at the time they are sent to the affected faculty member.

Section 5.

The Collegial Federation shall provide the Office of the Academic Vice President with a list of names, addresses, and titles of its officers and will keep such a list current.
ARTICLE XXVIII

FACILITIES FOR COLLEGIAL FEDERATION USE

Section 1. Rental of Office Space.

(a) The Administration agrees to rent the Collegial Federation a furnished office, to be mutually agreed upon by the parties, at an annual rental of $2,000, payable in equal monthly installments on the first day of each month, to the Treasurer of Long Island University. The Collegial Federation may terminate this rental upon thirty (30) days' notice to the Administration.

(b) Any expenses resulting from the use of this office space, such as telephone, stationery, postage, etc., will be borne by the Collegial Federation. The Collegial Federation may have the use of a restricted Centrex telephone, and regular cleaning and custodial services as provided to comparable offices in that building. The Collegial Federation shall have the right to install other telephones in this office only at its expense. All telephone installations must be requested from, and approved by, the University Director of Facilities.
Section 2. **Bulletin Board.**

The Collegial Federation shall be provided with a bulletin board (at least 3' x 3') for its exclusive use, located at a place of the Collegial Federation's choice. In addition, the Collegial Federation shall be entitled to post notices on other existing bulletin boards customarily used for general notices in accordance with established regulations.

Section 3. **Meetings.**

The Collegial Federation shall have the use of any campus facility available for meetings or social events. The use of copying, duplicating, photocopying services, and inter-intra campus mail are available on the same basis, priority, and charge as these services are made available to other faculty groups and organizations. The Collegial Federation will be assigned facilities, if available, upon three (3) weekdays' notice for emergency meetings, provided audio-visual, catering, or other specialized services are not part of the request.
ARTICLE XXIX

COLLEGIAL FEDERATION SECURITY AND RELEASED TIME

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 Collegial Federation within thirty (30) days after the commencement of his/her employment and thereafter maintain his/her membership in the Collegial Federation in good standing as a condition of continued employment. For the purposes hereof, an employee shall be considered a member of the Collegial Federation in good standing if he/she tenders his/her periodic dues uniformly required as a condition of membership; or

(ii) Pay an agency fee to the Collegial Federation equivalent to the dues required of members in the Collegial Federation.
(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 effected thirty (30) days after Administration receives notice from the Union of the faculty member's noncompliance.

Section 2. Dues (Checkoff) Payment.

(a) Upon receipt of a written authorization from an employee, the Administration shall, pursuant to such authorization, deduct from the wages due each such employee each month, starting not later than the first pay period following the completion of his/her first thirty (30) days of employment, and remit to the Collegial Federation regular monthly dues and fees, as fixed by the Collegial Federation. Faculty members who do not wish to have their dues or agency fee deducted from their paycheck must pay their dues or agency fee on the full academic year no later than October 15 of the year.

(b) The Administration shall be relieved from making such check-off deduction upon: (1) termination of employment, (2) layoff from work, (3) an unpaid leave of absence, or (4) revocation of the check-off authorization in accordance with its terms or with applicable law.
(c) Each month, the Administration shall remit to the Collegial Federation all deductions for dues made from the wages of unit members for the preceding month, 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 Administration assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Collegial Federation hereby agrees that it will indemnify and hold the Administration harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Administration or fees or contributions required hereunder. Once the funds are remitted to the Collegial Federation, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Collegial Federation.

Section 4. Released Time.

Released time for the handling of grievances and the implementation of this Agreement shall be granted to the Collegial Federation in the amount of six (6) credits for Fall and Spring Semesters.
The Collegial Federation shall give notice to the Vice President for Academic Affairs of its designees hereunder at least three (3) months prior to the beginning of the academic year.
ARTICLE XXX

NO STRIKE

Section 1.

The Collegial Federation expressly agrees that it will not directly or indirectly participate in, counsel, or induce any type of strike action during the term of this Agreement, and likewise, the University expressly agrees not to lock out any of its employees included in this unit during the life of this Agreement.
ARTICLE XXXI

MISCELLANEOUS

Section 1. **Successor.**

In the event of a sale, merger, or transfer of ownership of the Post Campus (or any of its constituent parts) or in the event that any of the operations of the 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.

Section 2. **Savings Clause.**

(a) If any provision of the Agreement is or shall at any time be contrary to law, then it shall not be applicable, performed, or enforced, except to the extent permitted by law. In any such case, a substitute provision shall be subject to appropriate consultation and negotiation with the Collegial Federation. Should this provision be the subject of an arbitration, the arbitrator shall determine only the monetary equivalent of any loss, if any, to either party sustained by conformity to law.
(b) If any provision of this Agreement, in whole or in part, is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

Section 3. Ratification.

This Agreement shall be subject to ratification by the Collegial Federation and the Board of Trustees of Long Island University.
ARTICLE XXXII

DURATION

The term of this Agreement shall be from September 1, 2011, through September 4, 2016.

For Long Island University

By: Lynette M. Phillips
University Counsel
Long Island University

For C. W. Post Collegial Federation Local 3517, NYSUT AFT, AFL-CIO

By: Harvey Wolf Kushner
President
MEMORANDUM OF AGREEMENT

WHEREAS, Long Island University (the "University") and the C.W. Post Collegial Federation, Local 3517, NYSUT, AFT, AFL-CIO (the "Union") are parties to a collective bargaining agreement set to expire on September 4, 2016 (the "Agreement"); and

WHEREAS, the parties desire to extend the term of the Agreement as set forth below;

NOW, THEREFORE, it is hereby agreed as follows:

1. The University and the Union agree to extend the term of the Agreement from September 4, 2016 to September 1, 2019.
2. Except as modified in Paragraph 3 below, all terms of the Agreement shall remain in full force and effect to September 1, 2019.
3. The parties agree to the following modifications to Articles XVIII and XIX of the Agreement:

ARTICLE XVIII
SALARY

Section 1
Base Salary Increase
2016-2017
1.75% increase
Additional .25% increase to be placed in a pool for distribution according to longevity pursuant to a formula to be decided mutually by the Union and the University.

2017-2018
1.75% increase
Additional .25% increase to be placed in a pool for distribution according to longevity pursuant to a formula to be decided mutually by the Union and the University.

2018-2019
1.75% increase
Additional .25% increase to be placed in a pool for distribution according to longevity pursuant to a formula to be decided mutually by the Union and the University.

For each year 2016-2017, 2017-2018, and 2018-2019, a member is eligible to receive an additional lump sum payment if gross tuition revenue increases on a University-wide basis in excess of tuition rate increases (as determined by a comparison of the University’s audited financial statements for the prior years) as follows:
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<th>Increase in Gross Tuition Revenue in Excess of Tuition Rate Increases</th>
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<tr>
<td>15%</td>
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Section 4
Minimum and Initial Salary Appointment
Minimum salary rates to remain frozen at rates established on September 1, 2015 to September 1, 2019.

Section 5
Overload
Overload rates shall be increased annually during years 2016-2017, 2017-2018, 2018-2019 by 1.75%.

Article XIX
FRINGE BENEFITS

Section 1
Health Care Benefits
Subsection (c)
Member hired on or after January 1, 2016, shall be eligible for the CORE plan only.

Section 1
Health Care Benefits
Subsections (c) (ii) & (iii)
Effective January 1, 2016, a member can only migrate down from Buy-Up 1 or Buy-Up 2 to the CORE plan.

Section 1
Health Care Benefits
Effective September 1, 2016, plan design changes with respect to CORE, Buy-Up 1, Buy-Up 2 to be modified as per attachment “A”.

Section 1
Health Care Benefits
Subsection (d)
Effective January 1, 2016, reduce Health Insurance Waiver credit from $2,000 to $1,000 for new full-time members as of the Fall 2016 semester or later.
Payment to be made at year-end to member actively employed on December 31 of the plan year.
Section 1
Health Care Benefits
Subsection (e) "Retiree Medical Benefits"
Eliminate retiree medical benefits for new full-time members as of the Fall 2016 semester or later.

Section 2
Long Island University Retirement Plan (the 403(b) Plan)
Subsections (a) & (c) "Participation" & "Contributions"
New full-time members as of the Fall 2016 semester or later: (i) shall have a two year waiting period before University matching contributions commence unless the preliminary service period may otherwise be waived under Section 2(a); and (2) are required to contribute 4% of pay in order to receive a University match of 8% of pay.

Section 4
Tuition Remission
Tuition remission schedule for new full-time members as of the Fall 2016 semester or later to be modified as follows:

Employee, Spouse and Dependent Children Tuition Remission:
0-1 years of service 25%
1-2 years of service 50%
2-3 years of service 75%
4 years + of service 100%

Section 12
Early Retirement Plan for Tenured Faculty Who Have Completed Ten (10) Years of Service
Eliminate eligibility for new full-time members as of the Fall 2016 semester or later.

4. Following the execution of this Memorandum of Agreement, the parties agree to meet to discuss integration of the above modifications, as well as necessary language changes, so that an updated collective bargaining agreement can be drafted and distributed.

For Long Island University
By: Jeffrey Kane
   Vice President for Academic Affairs

For the Union
By: Harvey Wolf Kushner
   President

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### LONG ISLAND UNIVERSITY
#### Health Plans

<table>
<thead>
<tr>
<th>Carrier</th>
<th>CIGNA - Core Plan</th>
<th>CIGNA - Buy-Up 1 Plan</th>
<th>CIGNA - Buy-Up 2 Plan</th>
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<td></td>
<td>In Network POS Out of Network</td>
<td>In Network POS Out of Network</td>
<td>In Network PPO Out of Network</td>
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<td></td>
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<td>Deductible</td>
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<td>$1,000/$2,500</td>
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<td>(All services accumulate to the Out of Pocket Maximum)</td>
<td>(All services accumulate to the Out of Pocket Maximum)</td>
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<td>Unlimited</td>
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**FACULTY UNION**

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