

**LIU – BROOKLYN – LIUFF**

**Local 3998 NYSUT AFL-CIO**

**COLLECTIVE**

**BARGAINING**

**AGREEMENT**

**September 1, 2021 – August 31, 2026**

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## PREAMBLE

AGREEMENT entered into on October 1, 2021, by and between Long Island University (herein after referred to as the Administration) and the Long Island University Faculty Federation, Local 3998, New York State United Teachers, American Federation of Teachers, AFL-CIO (herein after referred to as the Union), acting as collective bargaining agent for Faculty of the Brooklyn Campus of Long Island University.

Witnesseth:

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

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

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

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

ARTICLE I  
RECOGNITION

Section 1. Bargaining Unit

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

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

Section 2. Unit Security

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

## ARTICLE II

### EMPLOYER-UNION RELATIONSHIP

#### Section 1. Nature of Institution

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

#### Section 2. Academic Policies

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

#### Section 3. Past Practices

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

#### Section 4. Management Rights

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

Such rights shall include, but not be limited to: the right to conduct mandatory training and take other actions to ensure compliance with all federal, state and local laws such as Title VII and Title IX.

## Section 5. Statutes and Regulations

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

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

## Section 6. “Agreement” Defined.

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

## Section 7. “Unit Member” Defined

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

## Section 8. Employer-Union Meetings

At least once each semester, for the purpose of discussing any issues which may arise within the purview of this Agreement or the implementation thereof, representatives of the



Administration and representatives of the Union shall meet. Each party shall submit a proposed agenda not less than five (5) days before the scheduled date of such meeting. Nothing herein contained shall prevent more frequent meetings, at the request of either party, on five (5) days' notice to the other, or immediately in the event of an emergency situation.

#### Section 9. Union-Board Communication

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

#### Section 10. Further Documents

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

#### Section 11. Agency Shop

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

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

Section 12. Indemnification

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

ARTICLE III  
NONDISCRIMINATION

Section 1.

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

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

Section 2.

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

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

### Section 3. Sexual Harassment Policy

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

## ARTICLE IV

### ACADEMIC FREEDOM

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

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

ARTICLE V  
GOVERNANCE

Section 1. Faculty Governance

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

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

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

Section 2. Faculty Role in Appointment of Academic Officers

The President or his/her designee shall enable the faculty to fulfill its collegial responsibility by guaranteeing faculty membership on advisory search committees established for the purpose of recommending to the President or his/her designee the appointment of academic officers of the Campus and Central Administration.

### Section 3. Administrators with Faculty Status

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

### Section 4. Governance/University-Wide Governance

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

## ARTICLE VI

### PEER EVALUATION - FACULTY EVALUATION COMMITTEES

#### Section 1. Peer Evaluation

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

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

#### Section 2. Evaluation Criteria

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

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



## TEACHING/PERFORMANCE

Teaching effectiveness, including:

Peer and appropriate program, division, department or school evaluations (see Article VIII, Section 2)

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

Student advisement and counseling

Innovative or creative teaching methods or work

Teaching awards, honors, grants

Professional developmental activities

Curriculum development

## SCHOLARSHIP

Professional degrees or achievements

Publications, presentations, performance activities

The pursuit and direction of postgraduate studies or other professional efforts

Breadth and depth of expertise in specialty areas

Scholarships, fellowships, or awards

Receipt of research grants

## SERVICE

Participation in activities of program, division, department, school, campus and wider University committees

Contributions to activities or educational programs or administrative work of the University other than teaching or research

Activities within professional organizations and societies

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

Receipt of grants

(c) Approximately two weeks before the end of the Fall and Spring semesters, the student evaluation form selected in conformity with the provisions below shall be distributed by the Administration to all instructors, who will be responsible for distribution to each of their class sections for completion by all students present. Each faculty member shall appoint a student to distribute, collect, and return the forms to the designated office, and each faculty member shall remove himself/herself from the classroom during the entire process. The anonymity of all student responses shall be preserved.

The Administration shall be responsible for the processing of the completed forms. The numeric results of the standard questions will be made available on-line to the LIU community of students, faculty and administrators. 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 public view within 10 days of notification of the Administration and shall not be used subsequently.

The results of these compilations shall be only one factor, among many, in evaluating teaching effectiveness.

The evaluation form to be employed shall be determined by the department from forms available from the University of Washington Instructional Assessment System in accordance with Section 3 (a) below.

As soon as the technology becomes available, the University shall, in consultation with the LIUFF, transition the University of Washington student teacher evaluation system in an online environment.

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

(a) Each department or appropriate academic unit shall elect annually, during the Spring semester, by secret ballot of all full-time members of that unit, a department personnel committee to recommend appointment, reappointment, promotion and tenure of ARPT candidates within the department for the following academic year. At this time, the department or appropriate academic unit shall also produce a comprehensive statement of the composition, rules, procedures, and evaluation criteria of its personnel committee and select discipline- or course-specific evaluation forms from those available from the University of Washington Instructional Assessment System so long as the forms selected are consistent with their intended use.

(b) Each department or appropriate academic unit shall forward the results of (a) to the Faculty Review Committee (FRC), the Faculty Elections Committee (FEC), and the Dean by

April 20 of each year for comment. Should a disagreement in form, fact or interpretation arise between any of the parties regarding the material provided by the department, all parties shall make a reasonable effort to resolve such disagreements. The department personnel committee shall then disseminate a comprehensive statement of its composition, rules, procedures, and evaluation criteria and forms to be used, as well as a statement of any unresolved disagreement, to the members of the department, the Faculty Review Committee and the Dean in a timely manner.

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

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

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

(f) Departments or academic units with four (4) or fewer voting members shall constitute themselves a "committee of the whole" for the purposes described above. If the department profile results in committees of three (3) or fewer for any action described in (e) above, the department members shall select faculty of the appropriate rank and status in cognate departments to bring the department committees to the requisite strength. Should any problem

not explicitly covered by the provisions of this Article arise, it shall be resolved by the Faculty Elections Committee.

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

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

#### Section 4. Campus Faculty Review Committee

The campus Faculty Review Committee (FRC) shall be elected by the general full-time tenure-track faculty of the campus under the auspices of the President of the Faculty Senate. Members of the FRC are elected to two (2) year terms with approximately half of the committee rotating off each year. It shall be made up of both tenured and nontenured members of the faculty, with no greater proportion of probationary faculty members than their proportion in the faculty. However, there must be a minimum of one (1) probationary faculty member on the FRC. Department chairpersons and program directors cannot serve. Chairpersons, program directors, division directors and deans cannot participate in the ARPT process at more than one level.

The allocation of representatives in each school would be:

College Arts, Communication & Design	1
School of Business Public administration & Information Science	2
School of Education	1
School of Health Professions	4

Conolly College of Liberal Arts and Science	2
School of Nursing	3
Roc Nation	1
Library	1

If the number of eligible faculty from each school or college who are willing to run for election to the FRC is less than the number allocated to that school/college, eligible faculty from any school/college can run for election and if elected will be considered at-large representatives. Provided that no school/college may have more than one additional representative above its allocated number. The allocation of FRC positions will be rebalanced every other year based on enrollments in the above named schools. Given that the terms of representatives are staggered, and elections are conducted annually at the end of spring terms, in the event that the rebalancing eliminates a position for a school but the term of the elected person extends for an additional year, the position will remain in the original school to allow the faculty member to serve out the term but will be shifted according to the reallocation the next regularly scheduled election. No school will have fewer than 1 position.

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

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

taken may vote on a recommendation. A majority vote of all **qualified** members of the personnel committee shall decide each issue.

#### Section 5. Academic Judgment

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

(b) The FRC shall make its recommendations on the basis of individual merit as judged by the criteria in Section 2(b) above. The FRC shall notify each candidate of its recommendation within ten (10) days of having formulated its recommendation and shall concurrently forward a copy of its evaluation to the department chair for inclusion in the candidate's personal file. The candidate shall have the opportunity to address errors of fact.

(c) The President or his/her designee shall make his/her reappointment, promotion, and tenure determinations on the bases of academic merit and institutional need. However, when the President or his/her designee disagrees with the recommendation of the FRC, the President or his/her designee shall meet with the FRC for the purpose of giving his/her reasons in person. (A delegate may represent the President in this matter.) Should the President or his/her designee and the FRC still disagree, both parties will reconsider. If the parties fail to reconcile views, the President or his/her designee shall proceed with his/her recommendation to the Board of Trustees

after notifying the FRC in writing, not more than ten (10) days after the final meeting between the President or his/her designee and the FRC, of the reasons for his/her disagreement. The FRC shall be free to notify the candidate of the content of the President or his/her designee's communication.

(d) In any case in which only the President or his/her designee has forwarded to the Board of Trustees a negative recommendation on promotion or tenure, and in which the Board denies the petition for promotion or tenure, the President or his/her designee shall provide the candidate a written statement of reasons for his/her negative recommendation within thirty (30) days of having received a written request for such statement from the candidate.



## ARTICLE VII

### INITIAL APPOINTMENT

#### Section 1. Minimal Qualifications

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

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

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

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

(d) PROFESSOR—Terminal degree (doctorate) or be deemed to have acceptable postgraduate training and experience as specified in the written criteria developed by the department and approved by the FRC and the Administration; minimum of eight (8) years college-level teaching experience with four (4) of those years in rank as associate professor or professor; evidence of scholarly publications or research activities or recognition in the

performing or creative arts or significant professional accomplishments; and tenure at Long Island University. If hired at this rank, the faculty member must be subject to review for tenure during the second year of the initial full-time appointment.

## Section 2. Procedure

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

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

(c) The department chairperson shall, on a form provided by the Administration, forward a request with full justification for appropriate funds required for the candidate to initiate a program of scholarly activity (start-up funds). The Administration shall provide such funding as is reasonable considering the scope of activity proposed and the resources available to the University. The Administration shall inform the Department of the start-up funds it will provide and include an explicit statement identifying those funds in its initial appointment letter to the prospective faculty member.

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

## Section 3. Appointment

(a) An initial full-time faculty appointment to a department shall be made, in writing, by the President 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 does not approve of the appointment for cause involving matters such as falsified credentials or inaccurate vita, the Board shall be under no obligation to such individual other than payment for work performed to that point.

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

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

#### Section 4. Probationary Period

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

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

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

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

#### Section 5. Initial Salary

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

#### Section 6. Initial Rank

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

#### Section 7. Provisions for Joint Appointment

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

#### Section 8. Visiting Faculty

Visiting faculty may be appointed only with the approval of the department personnel committee and the Administration. Such appointments shall be for one year only. Normally,

such appointments will be offered only to such persons who will make an exceptional or outstanding contribution to the academic endeavors of the University.

## ARTICLE VIII

### REAPPOINTMENT

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

#### Section 1. Initiation of Recommendation

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

#### Section 2. Review and Evaluation

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

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

(c) During the third full year of employment, a probationary faculty member must be formally reviewed by the department personnel committee, the chairperson, the FRC, the dean, and the President or his/her designee. All such evaluations and/or review materials will be shared with the faculty member within ten (10) days of the evaluation or review. An additional copy of all such evaluations and/or review materials will be forwarded to the department chair for inclusion in the candidate's personal file. The candidate shall have the opportunity to address errors of fact.

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

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

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

### Section 3. Mandatory Review

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

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

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

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

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

#### Section 4. Reason for Nonrenewal

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

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

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



## ARTICLE IX

### NOTICE OF TERMINATION

#### Section 1. Termination dates

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

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

#### Section 2. Recall

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

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

## ARTICLE X

### PROMOTION

#### Section 1. Eligibility

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

1. The appropriate terminal degree for promotion to or within professorial rank (for library staff: thirty (30) graduate credits beyond the appropriate library masters' degree);

2. For promotion to associate professor, at least four (4) years of service with Long Island University in the rank of assistant professor;

3. For promotion to full professor, at least five (5) years of service with Long Island University in the rank of associate professor and tenure at Long Island University.

(b) The President or his/her designee may present to the Board's Academic Affairs Committee a petition to waive these criteria. Only in rare instances of exceptional merit will candidates be recommended by departmental and campus faculty committees in anticipation of a petition for waiver.

#### Section 2. Criteria

Recommendations for promotion in rank shall be based primarily on merit and years of service, as specified in Section 1 (a) above. The minimum qualifications and criteria to be used in determining individual merit shall be those enumerated in Article VI, PEER EVALUATION - FACULTY EVALUATION COMMITTEES, Section 2, and Article VII, INITIAL APPOINTMENT, Section 1.

### Section 3. Procedure

a) Normally, the responsibility for initiating the procedure for promotion shall rest with the faculty member. Every faculty member who meets minimal qualifications for promotion shall be reviewed by his/her department or appropriate academic unit. Before the department, or library, personnel committee considers a candidacy for advancement in rank, the candidate shall provide to it a signed curriculum vitae stipulating that, to the best of his/her knowledge, its contents are current and accurate. The department chair is responsible for providing to the candidate the form for this certification. The personnel committee shall forward two original signed copies of its recommendation to the department chair, who will place one of the copies in the candidate's personal file and will employ the second copy as set forth in (b) below. The department, or library, personnel committee shall also notify each candidate of its recommendation upon having formulated its recommendation. The candidate shall have the opportunity to address errors of fact.

b) In all cases the department chairperson shall make his/her recommendation and shall be responsible for forwarding this recommendation, along with the recommendation of the department personnel committee and the candidate's file, to the FRC for its review and recommendation. A copy of the chairperson's recommendation shall be forwarded to the candidate upon its writing. The chairperson will place a second copy of his/her review in the candidate's personal file. The candidate shall have the opportunity to address errors of fact.

c) The FRC shall make its recommendation, and the Chairperson of the FRC shall be responsible for forwarding the candidate's file and all recommendations to the appropriate dean for review and recommendation. The Chairperson of the FRC will forward a copy the FRC recommendation to the faculty member within ten (10) days of the evaluation or review. An

additional copy of all such evaluations and/or review materials will be forwarded to the department chair for inclusion in the candidate's personal file. The dean will be responsible for forwarding the faculty member's file and all recommendations noted in this process to the President or his/her designee. Within ten (10) days of the review, the dean will forward a copy of his/her recommendation to the department chair for inclusion in the candidate's personal file and will provide a second copy to the candidate. The candidate shall have the opportunity to address errors of fact.

d) In the event of disagreement between the President or his/her designee and the FRC, the President or his/her designee and the FRC shall meet in accordance with Article VI, PEER EVALUATION – FACULTY EVALUATION COMMITTEES, Section 5 (b).

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

#### Section 4. Limitation on Promotion of Unit Members

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

#### Section 5. Limitation on Interpretation of Promotion in Rank.

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

## ARTICLE XI

### TENURE

#### Section 1.

Conferral of tenure is a prerogative of the Board and can be authorized only by explicit action of the Board.

#### Section 2.

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

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

#### Section 3.

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

#### Section 4.

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

#### Section 5.

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

#### Section 6. Procedure for Continuing Faculty.

(a) Normally, the responsibility for initiating a recommendation for tenure shall rest with the personnel committee of the department or appropriate academic unit. Every faculty member who meets qualifications for tenure (see Section 1, above) shall be reviewed by his/her department or appropriate academic unit. A copy of the personnel committee's recommendation shall be forwarded to the candidate upon its writing; an additional copy shall be provided to the department chair for inclusion in the candidate's personal file. The candidate shall have the opportunity to address errors of fact.

(b) In all cases the department chairperson shall make his/her recommendation and shall be responsible for forwarding the candidate's file to the campus FRC for its review and recommendation. A copy of the chairperson's recommendation shall be forwarded to the candidate upon its writing. The chairperson shall place an additional copy of his/her recommendation in the candidate's personal file. The candidate shall have the opportunity to address errors of fact.

(c) The chairperson of the FRC shall be responsible for forwarding the candidate's file to the appropriate dean for review and evaluation. A copy of the FRC's review and recommendation shall be forwarded to the candidate within ten (10) days of the review. The chairperson of the FRC shall also provide the department chair with an additional copy of the FRC's recommendation for inclusion in the candidate's personal file. The applicant shall have the opportunity to address errors of fact. In the event of a disagreement between the President or his/her designee and the FRC, the President or his/her designee and the FRC shall meet in accordance with Article VI.

(d) The Dean shall submit all recommendations, both positive and negative, to the University Administration and the Board. A copy of the dean's recommendation shall be forwarded to the candidate within ten (10) days of the review. The dean shall also forward a copy of his/her recommendation to the department chair for inclusion in the candidate's personal file. The candidate shall have the opportunity to address errors of fact.

(e) Conferral of tenure requires an affirmative recommendation by the personnel committee of the department or appropriate academic unit or the FRC and the Senior Academic Officer.

(f) A candidate may apply for tenure prior to his/her sixth year of probationary service but if this application is denied, the candidate may only apply for tenure on one (1) other occasion. However, the provisions of Article XIII (Discretionary Annual Appointment) may be applied by the University in such situations.



## Section 7.

Faculty holding a professional appointment with tenure from another institution may be hired by the University with tenure upon the review of the Departmental Personnel Committee, the Dean and Senior Academic Officer.

## Section 8. Post Tenure Review

1. Six academic years after the beginning of the first year of service as a tenured faculty member or the first year of service after a post-tenure promotion in rank, whichever is later, the faculty member shall undergo a review of his or her performance.

2. By October 15 of the year in which a faculty member will be reviewed, the faculty member shall submit a report to the Department Personnel Committee (DPC) on his or her record of teaching, scholarship, and service to the University. The report shall include the faculty member's self-assessment of the effectiveness and impact of his or her teaching, scholarship and service since the faculty member's grant of tenure or last post-tenure change in rank, whichever is later.

3. Faculty members who submit their retirement paperwork or resignation to take effect at the end of the academic year of the review may be exempted from this process by the VPAA.

4. Only tenured faculty members at the same or higher rank on the DPC shall participate in the review. The DPC must be comprised of a minimum of five faculty members (if there are insufficient faculty in a Department, those within cognate Departments at the required rank may serve). The DPC shall review the report and the

faculty member's record of teaching, scholarship, and service. As part of its review the DPC may, if it chooses, meet with the faculty member. Following such review, the DPC shall make a written recommendation, stating whether it considers the faculty member's record to be satisfactory or unsatisfactory and explaining its reasoning in each category and in accordance with norms in the Department and field. These norms will be generated by the Department within one academic year following the ratification of the Collective Bargaining Agreement, and are subject to and require the approval of the Dean. By December 15, the DPC shall forward its recommendation to the chair. The DPC shall provide a copy of its recommendation to the faculty member within two weeks of the date of issuance.

5. The chair shall review the faculty member's report, the recommendation of the DPC, and the faculty member's record of teaching, scholarship, and service. As part of the review the chair may, if the chair chooses, meet with the faculty member. Following such review, the chair shall make a written recommendation stating whether the faculty member's record is satisfactory or unsatisfactory and explaining his or her reasoning in each category and in accordance with norms in the Department and field. By February 1, the chair shall forward the recommendation, as well as the faculty member's report and the DPC's recommendation, to the FRC. The Chair shall provide a copy of his or her recommendation to the faculty member within two weeks of the date of issuance.

6. The FRC shall review the faculty member's report, the recommendations of the DPC and the Chair, and the faculty member's record of teaching, scholarship, and service. As part of its review the FRC may, if it chooses, meet with the faculty member. Following such review, the FRC shall make a written recommendation stating whether the

faculty member's record is satisfactory or unsatisfactory and explaining its reasoning in each category and in accordance with norms in the Department and field. By March 1, the FRC shall forward its recommendation, as well as the faculty member's report and the DPC's and chair's recommendations, to the Dean. The FRC shall provide a copy of the recommendation to the faculty member within two weeks of the date of issuance.

7. The Dean shall review the faculty member's report, the recommendations of the DPC, chair, and the FRC, and the faculty member's record of teaching, scholarship, and service. As part of his or her review the Dean may, if the Dean chooses, meet with the faculty member. Following such review, the Dean shall make a written recommendation to the VPAA, stating whether the faculty member's record is satisfactory or unsatisfactory and explaining his or her reasoning in each category and in accordance with norms in the Department and field. By April 15, the Dean shall forward the recommendation, along with the faculty member's report and the recommendations of the DPC, chair, and FRC, to the VPAA. The Dean will provide a copy of the recommendation to the faculty member within two weeks of the date of issuance.

8. The Vice President for Academic Affairs shall review the faculty member's report, the recommendations of the DPC, Chair, FRC, and Dean, and the faculty member's record of teaching, scholarship, and service. As part of his or her review the Vice President may, if he or she chooses, meet with the faculty member. Following such review, the Vice President shall make a written determination of whether the faculty member's record is satisfactory or unsatisfactory explaining his or her reasoning in each category and in accordance with norms in the Department and field. By June 1, the VPAA shall provide the determination to the faculty member. In the event that the VPAA concludes that the

faculty member's performance is unsatisfactory, the VPAA shall consult with the faculty member, chair, and tenured members of the DPC and the Dean and shall prepare a Professional Improvement Plan (PIP) to address the specific category or categories in which the faculty member is determined to be unsatisfactory.

9. The PIP shall detail how the faculty member shall meet or exceed the requirements of his or her Department or program with respect to teaching, scholarship and/or service in the specific area which has been determined to be unsatisfactory. The faculty member shall begin implementation of the plan immediately.

10. Where the Vice President for Academic Affairs determines that a faculty member's record is satisfactory the faculty member shall participate in the post-tenure review process six academic years later.

11. Every year following the development of the Professional Improvement Plan, up to and including the year in which the faculty member's performance shall be reviewed by the Post-Tenure Review Committee, the faculty member will meet with the dean to review the faculty member's implementation of and progress pursuant to the Professional Improvement Plan. Following such meeting, the Dean shall provide a written report to the VPAA summarizing his or her review of the faculty member's implementation of and progress pursuant to the PIP. The dean shall provide a copy of the report to the faculty member.

12. In the fifth year following approval of the initial Professional Improvement Plan, the faculty member's performance shall be reviewed by a Post-Tenure Review Committee, comprised of three tenured faculty members at the same or higher rank appointed by the president of the Faculty Senate, and a Dean and two other

academic administrators appointed by the VPAA.

13. The Post Tenure Review Committee shall review the Professional Improvement Plan submitted by the faculty member and the reports of the Dean in regard to the Professional Improvement Plan and the Faculty member's performance, and the Committee shall meet with the faculty member. By October 15, the Committee shall make a written report to the Vice President for Academic Affairs about whether the faculty member's implementation of the Professional Improvement Plan and the faculty member's performance in teaching, scholarship, and/or service has been satisfactory.

14. The Vice President for Academic Affairs shall review the Professional Improvement Plan, the Dean's reports, and the Committee's report, and shall make findings about whether the faculty member's implementation of the Professional Improvement Plan and performance in teaching, scholarship, and service are satisfactory. The Vice President will make such findings in writing and shall provide the written findings to the faculty member, the Chair, and the Dean.

15. If the finding is satisfactory, the faculty member shall participate in the normal post-tenure review process six years later.

16. If the finding is unsatisfactory in either teaching, scholarship, or service, the following outcomes shall be available: A more extensive Professional Improvement Plan to be determined by the Vice President and a more frequent requirement to update such Professional Improvement Plan: for those with unsatisfactory teaching, the loss of seniority for scheduling of courses, the assignment of a peer teaching mentor, and/or, a four day a week teaching schedule; for those with unsatisfactory scholarship, mandatory scholarship/writing sessions with an assigned peer coach and/or the loss of seniority for

scheduling of courses and an increase in the teaching workload to 12 credits per term; and for those with unsatisfactory service, mandatory participation in mutually acceptable service activities and/or loss of the right to teach overload at LIU, and/or loss of the right to take on compensated outside professional activities, and/or an increase in the teaching workload to 12 credits per term.

17. Nothing in the Post-Tenure Review Process shall be construed to limit or restrict the University's ability to impose discipline, up to and including termination, where there is just cause under the collective bargaining agreement to do so, notwithstanding a faculty member participating in the Post-Tenure Review Process. Relevant information and evidence considered during the Post-Tenure Review process may be considered by the University if it is taking disciplinary action against a faculty member. The parties further agree that inasmuch as the Post-Tenure Review Process is not a disciplinary process, neither the Union nor a faculty member may assert in any proceeding, including an arbitration proceeding, or interpose as an affirmative defense, that the discipline imposed is precluded by the parties' participation, if any, in the process set forth herein.

18. Only procedural challenges may be brought through the grievance procedures with respect to any issues concerning compliance with this Article. To the extent that the posttenure review process set forth herein gives rise to a disciplinary action, if any, arising under Article XXVII of the CBA, procedural and substantive challenges may be pursued as part of the disciplinary process under the CBA.

19. Current tenured faculty members shall be reviewed as follows:

The tenured faculty shall be divided into cohorts based on their most recent

change in rank or grant of tenure, whichever is later. Each such cohort shall be reviewed starting in September 1, 2023 with those whose rank change or grant of tenure, whichever is later, occurred longest ago, then working forward. By September 1 of each academic year, the University shall provide the Union with the current rank list for that academic year and notify the faculty who will be subject to review in that academic year. No cohort shall include more than 15 faculty members for review in any given year. Faculty who are on sabbatical or any other leave during the time when they would otherwise be reviewed will not be subject to review during the leave period but shall be reviewed following the return from such leave.

## ARTICLE XII

### REPLACEMENT OF TENURED POSITIONS

The University recognizes the centrality of the tenure track faculty in fulfilling its academic mission and is committed to the services of those maintaining the necessary full-time, tenure track faculty positions necessary to meet and exceed the standards that apply to the accreditation of the University and the standards that obtain relative to the continued accreditation of its professional programs and those that have been in place to raise the academic quality of the University.



## ARTICLE XIII

### DISCRETIONARY ANNUAL APPOINTMENT

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

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

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

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

discretionary appointment in a department will not, by itself, preclude the award of tenure to any other eligible member of that department.

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

## ARTICLE XIV

### WORKLOAD

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

For librarians hired before September 1, 2021 the provisions of Article XIV, Section 1 as set forth in the CBA that expired on August 31, 2021 shall continue to apply. For librarians hired after September 1, 2021 the following provisions shall apply.

For librarians, the work year shall be September 1 through August 31. Except as specified in section (c) below librarians shall be available for assignment throughout the calendar year. Full-time librarians have faculty rank and status.

(a) Each member of the library faculty shall work a normal work week of thirty-five hours.

(b) 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 faculty according to the time of day or the time of year in which they work.

(c) Library faculty shall fulfill their annual base workload obligation by performing non-teaching, library related duties for 190 days during the period of September 1 to August 31 in each academic year. The remaining days during the academic year shall be paid vacation leave. The days on which librarians are scheduled to work shall be agreed to in advance by the faculty member, the chair, and the Dean of Libraries in accordance with the needs of library operations.

(d) With the approval of the Dean of Libraries, a faculty member may teach a credit-bearing course on overload in an academic department.

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

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

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

All disclosure forms may be reviewed by a single panel of six individuals, convened by the Human Resources Department, which shall include a designated member of the FRC, the President of the Faculty Senate, the President of the bargaining unit, and three persons designated by the Administration. This panel shall determine whether the unit member's reported

activities are excessive, and, if so deemed, the individual shall immediately reduce his/her outside activity to an acceptable limit or resign his/her full-time appointment at the Brooklyn Campus. A unit member shall not be permitted to hold a full-time appointment at the Brooklyn Campus if it is established that he/she has full-time professional employment elsewhere.

(c) Non-teaching Duties. All full-time faculty members are expected to perform, during the academic year, reasonable non-teaching duties and functions associated with their academic status, such as counseling students during office hours and during the registration process. Faculty should participate in committees and in campus academic meetings and convocations, maintain an active research, scholarly, or artistic agenda consistent with their respective disciplines and interests, participate in activities related to the accreditation and/or registration of academic programs, and provide department and campus administrators with appropriate academic and administrative assistance. This assistance shall be understood to include, but not be limited to, participation in admissions and student retention functions.

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

(e) Assignment of Workload.

1. Student needs shall be the primary factor in the distribution of courses within a department and in the scheduling of classes, taking into account required, elective, survey, advanced, or graduate classes and the allocation of day and evening sections. Insofar as consistent with student needs and the academic integrity of the program, the compactness of faculty schedules will be taken into account. Full-time faculty, where qualified, shall receive precedence in the assignment of a full workload. A full workload shall be provided, where possible, before unit personnel are assigned overloads.

2. The University Registrar shall propose a preliminary schedule of all classes. The Chair will make initial teaching assignments and recommend modifications as necessary. The reviewed schedule of all classes and all teaching assignments shall be submitted to the Dean for approval. Should the student needs or the academic integrity of the program not be met by the distribution of course offerings, or its schedule of classes, or its teaching assignments, the department shall be required by the dean to make the necessary adjustments.

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

4. Assignment of unit member's regular workload shall be at the Brooklyn Campus except when program requirements—including satellite and extension programs—mandate that a full-time unit member be assigned an off-campus workload, or if there is insufficient workload available on campus. If it is necessary to assign full-time unit members off-campus workloads, the assignments shall normally require the concurrence of the unit

member qualified for such assignments, except when the assignment is for purposes of making up an underload. New appointees may have their employment conditioned upon fulfilling all or part of their regular teaching workload off campus.

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

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

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

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

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

3. Make-up workloads requiring the faculty member's presence at more than one campus or extension program of the university shall be scheduled so as to limit the number of days required at the off-site location. Compact scheduling (consecutive or near-consecutive sections) shall be arranged whenever possible at the off-site location.

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

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

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

a. Those volunteering faculty members and/or those with the least seniority will be assigned as make-up workload for one (1) semester or session the amount required by the department, provided that the more senior faculty members are qualified to teach the available courses, as determined by the personnel committee of the department. Faculty



members so assigned will then be listed at the top of the seniority roster, for this purpose only, so that all department faculty will be assigned make-up workload before anyone is required to repeat an assignment.

b. At the request of the individual faculty member or the Administration, an underloaded faculty member may be transferred, in a part-time capacity to make up underload, to another Campus or unit of Long Island University. Temporarily reassigned faculty members will continue to exercise seniority, tenure, and voting rights in their original department at the Brooklyn Campus. Assignment of such underloaded faculty members by the Administration will be based upon reverse seniority and the needs of the department of origin and the host department. The Administration will use its best efforts to ensure that sufficient consideration will be given to the faculty member's seniority in the host department.

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

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

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

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

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

(h) Class Size. Class size shall be set by the Chair of a Department and the Dean based upon the academic nature of the course and in keeping with the practices for similar courses at peer institutions. Disagreements between the Chair and Dean will be referred to the VPAA for resolution. The VPAA shall provide a written explanation for his/her decision which shall be final.

(i) 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 this time and identify at least one substantial scholarly objective for each course of released time. The applications will be submitted to the faculty member's 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.

(j) Special Workload Situations.

1. Master's Thesis Compensation. Compensation for supervision of an accepted thesis which is not part of a course, or for students who withdraw after the fourth week of a semester when involved in the preparation of such theses, will be the monetary equivalent of one (1) hour of teaching time, to be paid as a stipend at the appropriate overload rate. Payment will

be made by March 15<sup>th</sup> of each year for any such supervision completed in the Fall semester, July 1<sup>st</sup> for the Spring semester, and September 15<sup>th</sup> for theses submitted in the summer.

2. Supervision of Students in Independent Study, Honors and Tutorial Courses.

No compensation shall be authorized for such supervision when it is performed in connection with a Master's thesis.

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

4. Ph.D. Program in Psychology

(a) Any faculty member who teaches in the Ph. D. Program in Clinical Psychology shall be assigned a base teaching load of six (6) contact hours during any semester in which a doctoral level course is part of the total workload assignment (except for the exclusions stipulated below). The following shall not be considered to be doctoral level graduate courses for purposes of qualifying for the reduced workload:

Practicum courses: Psychology 691 and 692

Individual Research Courses: Psychology 750 and 751

Doctoral Thesis Supervision: Psychology 850 through Psychology 858

Dissertation Topics Seminar: Psychology 849A and 849B

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

(c) Contact hours for clinical supervision shall be incorporated into the supervising faculty member's workload at the rate of 0.75 contact hours per semester for each student supervised. (A list of student names and social security numbers is to be provided with workload reports.) Any faculty member who receives three (3) credits of workload for serving on Ph.D. dissertation committees in a given semester is ineligible to receive workload credit for clinical supervision. However, in the event that a faculty member receives less than three (3) credits for dissertation supervision in a given semester, he/she may receive partial credit for clinical supervision provided that the total number of combined workload credits for clinical supervision and doctoral dissertation supervision does not exceed three (3) credits in any given semester. The maximum number of workload credits for clinical supervision for the Ph.D. program cannot exceed twelve (12) for an academic year.

(k) Office hours. Each faculty member shall post and maintain his/her schedule of office hours and shall be accountable for the discharge of all his/her faculty responsibilities. The schedule of office hours will reflect times which are likely to be convenient to students. Such

office hours shall be scheduled on at least two (2) days in every week. In addition, faculty members shall arrange appointments as required to accommodate students who have conflicts with the scheduled hours or days. It is desirable that one (1) office hour per week be scheduled for each section taught, but no faculty member shall be required to schedule more than three (3) office hours in any one (1) week. The availability of adjunct faculty to students will be determined by the department in accordance with procedures submitted to and approved by the dean.

(l) Faculty are required to submit final grades within forty-eight (48) hours of the final class meeting or final examination period, whichever is later.

(m) Faculty must post their course syllabi to BlackBoard, or comparable system designated by the University in the future, two (2) weeks prior to registration.

### Section 3. Adjunct Faculty Workload

Adjunct faculty may teach up to a maximum of nine (9) credit hours in the Fall and Spring semesters and six (6) in the Summer, if courses are available. The University, in its sole discretion, may consider a request by the relevant dean that an adjunct faculty member go above these maximum amounts in a particular semester or the Summer. No adjunct may teach more than twenty-four (24) credits per year. Except in cases of academic necessity, no adjunct or overload teaching hours will be made available until workload requirements of full-time faculty are met.

### Section 4. Student Teacher Supervision.

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

- a) Faculty engaged in graduate student supervision for a three-credit student teaching assignment, including seminar, shall receive 0.50 credits contact hours per semester per student supervised.
- b) Faculty engaged in graduate student supervision for a one-credit student teaching assignment shall receive 0.20 contact hours per semester per student supervised.
- c) Faculty engaged in supervision of first-year student teachers in the New York City Department of Education Chancellor's Fellows program shall receive 0.60 contact hours per semester per student supervised.
- d) Faculty engaged in supervision of second-year student teachers in the New York City Department of Education Chancellor's Fellows program shall receive 0.25 contact hours per semester per student supervised.
- e) Faculty teaching courses in the Graduate Capstone Experience, including the weekly seminar and masters project (TAL 981A/B and 982A/B) shall be compensated at 3 contact hours per course taught. Faculty teaching Graduate Supervision Internship and Seminar, TAL 850 (or its equivalent), shall receive 0.50 contact hours per semester per student supervised.

## ARTICLE XV

### REASSIGNMENT OF PERSONNEL

#### Section 1. Temporary Reassignment

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

#### Section 2. Voluntary Transfer

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

## ARTICLE XVI

### LEAVES

#### Section 1. Sabbatical Leave

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

##### (a) General Policy

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

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

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



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

(b) Eligibility

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

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

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

4) An applicant for a sabbatical leave must be performing all the duties of a full-time faculty member at the time of the application in order to be eligible for a sabbatical leave.

(c) Application

1) 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.

2) The application must include the following:

a) an indication of the semester(s) for which the leave is requested;

b) a detailed statement of the academic purposes for which the leave is requested, including, where relevant, grants received and anticipated academic or creative results;

c) current *curriculum vitae*.

(d) Review Procedures

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

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

3) The department chairperson will forward the application to the dean by November 5. The 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.

4) The dean will review the recommendations. This review shall include, but not be limited to, verification of the support data with reference to the department's leave calendar, validity of eligibility, legitimacy of purpose, and budgetary justification. The dean will notify, in writing by December 1, the department chairperson and the individual applicant of any

negative recommendations. The notification will state the reason(s) for such negative recommendations.

5) The Dean shall submit all recommendations, both positive and negative, to the President or his/her designee for review and recommendation.

6) The President or his/her designee will submit his/her recommendation to the Board of Trustees for consideration at the first meeting of the Board in the calendar year. All sabbatical leaves require formal approval by the Board to become effective. All applicants approved by the Board shall be notified at the earliest possible date thereafter, but no later than February 15<sup>th</sup>.

7) Copies of the proposal and all reviews will be placed in the applicant's personal file and the applicant's administrative file.

8) Evaluations and/or review materials provided by the department, the department chairperson and the dean will be shared with the faculty member within (10) ten days of the evaluation or review.

9) The applicant will have the right to address errors of fact or modify the sabbatical proposal in order to address points raised during the review at any time during the review process before the final recommendations are presented to the Board.

(e) Sabbatical Committee

Should there be too few applications of sufficient merit to fill either quota or should a faculty member whose sabbatical has been denied for lack of a meritorious proposal so request, a Sabbatical Committee shall be available to work with the affected applicant(s) to develop and recommend meritorious proposals for resubmission to the President or his/her designee. The Sabbatical Committee shall consist of two (2) individuals appointed by the Vice President for

Academic Affairs and two (2) tenured faculty members appointed by the FRC, and shall be charged to consult with other faculty when desirable. The committee will forward its recommendations to the President or his/her designee, provided the committee positively recommends approval of the sabbatical proposal. The President or his/her designee shall have the authority to add his or her recommendation to the recommendation of the Sabbatical Committee. The application and the recommendations of the Sabbatical Committee and the President or his/her designee will be submitted the Board of Trustees by the end of that academic year to fulfill the quotas for the next academic year.

(f)        Deferrals

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

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

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

4)        If an individual declines to apply for a sabbatical in any year in which he/she is eligible, that shall not be considered a deferral. That individual may apply any year

thereafter, except that no two (2) sabbaticals may be taken without at least four (4) years of full time service between. Persons who decline to apply for sabbaticals in their minimum eligibility years shall not have priority status when applying later. But, neither will they be postponed in their subsequent eligibility.

(g) Report

Within sixty (60) days following the completion of a sabbatical leave, the faculty member shall forward to the Department Chair a description of his/her sabbatical activity along with material reflecting the professional accomplishments during the leave. The Department Chair will sign and date the report, place a copy in the faculty member's personal file, and forward the original to the Dean. The Dean will also sign and date the report, place a copy in the faculty member's administration file, and forward the original to the President or his/her designee.

Section 2. Faculty Development Leave

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

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

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

(d) A faculty member who receives a one (1) or (2) semester faculty development leave shall, with approval of the Dean, fulfill his or her workload requirements in the twelve (12) months during the Fall/Spring semesters immediately preceding or immediately following the semester during which the leave is taken, with the academic exception of those programs where students course of study extends over twelve 12 months.

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

### Section 3. Sick Leave

Probationary, tenured and NTTA full-time unit members are entitled to one (1) month sick leave for each year of service to the University up to a maximum of six (6) months (i.e., one-half annual base salary and fringe benefits). Sick leave that has been used will be replenished at the rate of one month for each year of service following the use of the sick leave. In no event shall accrued sick leave exceed six months. If the illness and convalescence of a tenured member of the faculty extends beyond six (6) months, he/she will be placed on sick leave without pay (disability benefits apply) and his/her position will be held open, as provided herein, until he/she is able to resume his/her teaching duties or informs the Board of his/her intention not to return to the University. Sick leave benefits will not be paid until the University finance office receives written certification from a licensed physician that the unit member was

or is unable to return to work due to illness. For the purposes of this Article, maternity will be treated as any other disability or illness.

Sick leave shall be charged for all time/days the unit member is not able to work due to illness, not limited to missed class time. For example, if a faculty member is out sick from Wednesday to Friday but only has classes Wednesday and Friday, he/she will be charged for three (3) sick days.

New full-time faculty members beginning employment with the University as of August 31, 2019 or later are entitled to ten (10) days of sick leave for each year of service up to a maximum of two (2) months.

#### Section 4. Infant Care Leave

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

#### Section 5. Unpaid Leave of Absence

(a) Upon written request to the President or his/her designee and with adequate notice (normally four (4) calendar months), a member of the bargaining unit shall be granted a leave of absence without compensation for a period not to exceed one (1) academic year. The notification period shall be waived in cases of emergency. 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 President or his/her designee. The President or his/her designee 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 unpaid leave of absence be granted for a member to pursue other employment opportunities, with the exception of such grant or fellowship funded leaves as specified in (b), below.

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

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

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

#### Section 7. Jury Duty

Employees who are required to serve on a jury, or who are required to report to court in person in response to a jury duty summons, or who are required to report for jury examination or to qualify for jury duty, shall receive regular salary during such absences provided that they



remit to the University an amount equal to the compensation received by them, if any, for jury duty.

#### Section 8. Return from Leave

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

#### Section 9. Non-Permanent Leave Replacement, Library

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

## ARTICLE XVII

### FRINGE BENEFITS

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

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

#### Section 1. Retirement Plan

The retirement plan for eligible full-time unit members is provided by contracts with Teachers Insurance and Annuity Association of America (TIAA). Mandatory retirement age is determined by applicable law.

##### (a) The Retirement Account (RA) Plan:

i. Participation in the Retirement Account (RA) requires attainment of age twenty-six (26) and the completion of one (1) year of service. The preliminary service period will be waived for an employee, otherwise eligible, who already holds a 403(b) account.

ii. Full-time faculty participation becomes mandatory after the earlier of the completion of seven (7) years of service or the attainment of tenure.

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

New full-time faculty members beginning employment at the University as of June 1, 2017 or later: (1) shall have a two year waiting period before University matching contributions commence unless the preliminary service period may otherwise be waived under Section 1(a); and (2) are required to contribute 4% of pay in order to receive a University match of 8% of pay.

iv. Allocation: The combined contribution will be applied to the accumulation of retirement benefits for the participant as follows:

(1) Allocation between any plan offered investment fund options may be made in any proportion which the participant designates.

(2) A designated contribution will be forwarded to TIAA. In the absence of an investment designation by the participant, the full amount will be contributed to an age-appropriate Target Date fund.

(b) Group Supplemental Retirement Account (GSRA): All faculty are eligible to participate in the GSRA, provided they have attained the age of 21.

i. Employee contributions to the GSRA are by payroll deduction on a pretax basis or after taxes in the case of a Roth Retirement Account;

ii. Employee contributions to the GSRA are monthly contributions in addition to the contributions mandated for the Retirement Account and may be applied to any financial instrument provided by TIAA for the purpose of providing retirement income;

iii. Total employee contributions to the RA and the GSRA are limited by applicable law;

iv. Contributions in the GSRA are not eligible for the application of University matching funds.

(c) Contracts: Each retirement contract written in accordance with Sections(a) and (b) 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.

(d) Pre-Retirement Sabbatical

A faculty member who has taken at least two sabbaticals and who is otherwise eligible to retire may choose to convert a final sabbatical to pay and retire on August 31 immediately preceding the authorized sabbatical.

This provision shall not be available to full-time faculty electing early retirement pursuant to Section 1(e) of this Article.

(e) Early Retirement:

(1) Participation in any of the early retirement plans shall be voluntary.

(2) An applicant for early retirement must have attained tenure, completed 10 years of service to the University and be in active employment status at the time of application.

(3) The faculty member must be 55 years of age or older at the time of the application.

(4) New full-time members beginning employment at the University as June 1, 2017 or later shall not be eligible for early retirement.

(5) Early Retirement Plan Tenured Faculty with 10 Years of Service.

(a) Normal Retirement at Age 65.

Option 1

The retiring faculty member will receive one-half his/her final annual salary for each year he/she retires early for a maximum of three (3) years up to age sixty-two (62). At age sixty-two (62), the university will make a final lump sum payment in an amount equal to the retiring faculty member's final annual salary.

Option 2

The retiring faculty member will receive one-half his/her final annual salary for each year he/she retires early up to a maximum of five (5) years.

(b) Normal Retirement Age 68.

Option 1

The retiring faculty member will receive one-half his/her final annual salary for each year he/she retires early for a maximum of three (3) years up to age sixty-five (65). At age sixty-five (65), the university will make a final lump sum payment in an amount equal to the retiring faculty member's final annual salary.

Option 2

The retiring faculty member will receive one-half his/her final annual salary for each year he/she retires early up to a maximum of five (5) years.

Provided that the retiree does not engage in full-time employment elsewhere during the period of early retirement, he/she will continue to participate in the fringe benefit program in the Agreement between the parties until such time as the retiree receives the final payment under the Early Retirement Plan. However, early retirees are not eligible for life insurance or disability benefits. They may continue to participate in dental insurance at their own expense for the duration of the early retirement period.

Section 2. Group Life Term Insurance

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

Coverage provided is equal to twice the contractual salary rounded to the nearest thousand to a maximum of \$500,000. The University assumes the cost of the first \$50,000 of

coverage, and the employee contributes up to a maximum of 50 cents per thousand for coverage above \$50,000. This contribution shall be deducted from his/her regular monthly compensation.

At the option of the beneficiary, payment will be made in a lump sum or in installments to the beneficiary. A change in beneficiary may be made at any time by the insured if he/she so desires.

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

### Section 3. Tuition Remission

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

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

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.

Tuition remission schedule for new full-time members as of June 1, 2017 or later:

Employee, Spouse and Dependent Children Tuition Remission Schedule

0-1 years of service	25% Tuition Remission
1-2 years of service	50% Tuition Remission
2-3 years of service	75% Tuition Remission
4 years plus of service	100% Tuition Remission

Section 4. Death benefits

The Employer agrees to provide to any surviving spouse, domestic partner or designated beneficiary of a full-time member a monthly grant equal to one (1) month's salary (one-twelfth of the annual salary) for each year of service to the University up to six (6) years, in addition to any accrued pay earned by the employee. Full-time faculty members must designate a beneficiary by completing and submitting the appropriate form to the University Benefits Department.



## Section 5: Medical Insurance

(a) (CORE and Buy-Up Plans). Effective January 1, 2022 full-time faculty shall contribute through monthly payroll deduction to the cost of monthly premiums for medical insurance coverage for the Core and Buy-Up options at the following rates:

CORE Level	Tier I	Tier 2
20% of premium	23% of premium	27% of premium

Effective January 1, 2023 full-time faculty shall contribute at the following rates:

CORE Level	Tier I	Tier 2
21% of premium	23% of premium	27% of premium

Effective January 1, 2024, full-time faculty shall contribute at the following rates:

CORE Level	Tier I	Tier 2
21% of premium	24% of premium	28% of premium

Effective January 1, 2025, full-time faculty shall contribute at the following rates:

CORE Level	Tier I	Tier 2
21% of premium	24% of premium	29% of premium

Effective January 1, 2026, full-time faculty shall contribute at the following rates:

CORE Level	Tier I	Tier 2
22% of premium	25% of premium	30% of premium

(b) HDHP Plan. Effective January 1, 2022, full-time faculty may also participate in a High Deductible Health Plan (“HDHP”) described in Appendix “A”. HDHP enrollees may contribute tax free dollars to an HSA (Health Savings Account) up to prescribed I.R.S. annual contribution maximums. In addition, enrollees in the HDHP shall receive an annual LIU contribution to their HSA account equal to \$500 for “employee-only” enrollees, and \$1,000 for those electing “family” coverage. Core and Buy-Up plan participants may not participate in an HSA.

Full-time faculty shall contribute through monthly payroll deduction to the cost of HDHP coverage at the following rates:

January 1, 2022:	18% of premium
January 1, 2024:	19% of premium
January 1, 2026:	20% of premium

(c) New full-time members beginning employment at the University as of June 1, 2017 or later shall be eligible for the CORE or HDHP plan only.

(d) Effective July 1, 2017, a member can only migrate down from Buy-Up 1 or Buy-Up 2 to the CORE or HDHP plan.

(e) During the term of the CBA the parties will form a joint committee to examine health insurance costs or benefits. No changes in health insurance benefits may be made without the written agreement of the parties.

(f) Effective July 1, 2017, plan design changes with respect to CORE, Buy-Up 1 or Buy-Up 2 to be modified as per Appendix “A”.

(g) Providing that there shall be no lessening of benefits defined and enumerated in “Appendix A”, the University reserves the right to change the insurance carrier in consultation with the Union.

(h) Should the University be subject to additional costs imposed by the Affordable Care Act (i.e. Cadillac Tax), the University reserves the right to increase the required payroll deductions for the Core, Buy-Up 1 and Buy-Up 2 and HDHP plans.

(i) New full-time members beginning employment at the University as of June 1, 2017 or later may only choose between coverage levels of “single” and “family” for medical, dental and vision insurance. The University will notify the Union once a year of the current single and family rates under the two options.

(j) Health Insurance Coverage Waiver Program.

Any full-time faculty member who has 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. Full-time faculty members who waive coverage under the plans offered by the University shall receive two thousand dollars (\$2,000) per year in return for waiving such coverage. For a full-time faculty member hired after the start of any plan year, the health insurance waiver payment will be pro-rated for that portion of the year during which he/she is eligible for coverage under one of the health insurance plans provided by LIU:

1) The amount of the health insurance waiver payment is treatable as income, but is not part of base salary and shall not increase a full-time member's entitlement to any other pension benefit sponsored by the University.

2) If during the Plan year a full-time faculty member becomes eligible for "Special Enrollment" in one of the University's health insurance plans 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 coverage provided through a University Plan.

3) To continue to receive the \$2,000 health insurance waiver payment in subsequent plan years, a full-time faculty member must complete a health insurance waiver form during each subsequent open enrollment period. Full-time faculty members who have waived health insurance and who either become eligible for "Special Enrollment" or who choose to re-enroll in a subsequent open-enrollment period, may re-enroll only in the plans available based upon original hire date.

4) The Health Insurance Waiver credit will be \$1,000 for new-full-time members beginning employment at the University as of June 1, 2017 or later.

5) Payments will be made at year-end to all members actively employed on December 31 of the plan year.

(k) Wellness Program

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.

(l) Retiree Health Care Benefits

The University shall provide each retiring full-time faculty member, his or spouse or domestic partner, and separately each eligible dependent with a \$50,000 lifetime maximum allowance to be used to purchase benefits offered through one of the University's retiree health care plans. These plans provide coverage supplemental to Medicare coverage or in replacement of Medicare coverage in the case of Medicare Advantage Plans, and in no case (except for the replenishment described below) shall the University be responsible for more than \$50,000 in total premiums or payment of claims. To be eligible for retiree medical coverage, the Faculty member must either attain at least age 60 with twenty (20) or more years of full-time service, or at least age 65 with ten (10) or more years of full-time service.

Retiree medical benefits will not be available for new full-time members beginning employment at the University as of June 1, 2017 or later.

(i) Full-time faculty retiring after September 1, 2006 may spend the allowance either:

(a) by enrolling in the Retiree Indemnity plan or

(b) by enrolling in a sponsored Medicare Advantage Plan

Once a retiree elects a plan, he/she may switch to another plan only during the annual open-enrollment period. Those switching from the Indemnity Plan to a Medicare Advantage Plan may do so only if he/she has a minimum remaining lifetime maximum of at least \$10,000.

(ii) Full-time faculty who retired on or before September 1, 2006, may switch from the Indemnity Plan to a Medicare Advantage Plan if he/she has a minimum of \$10,000 remaining on the lifetime maximum allowance of \$50,000.

For retirees enrolled in the Indemnity Plan, on January 1<sup>st</sup> of each year, there shall be an automatic replenishment of the lifetime maximum allowance in the amount of up to \$1,000, provided such replenishment does not exceed the \$50,000 lifetime maximum.

In the event a retiree exhausts the \$50,000 lifetime maximum allowance, he/she may enroll (or remain) in a Medicare Advantage Plan offered by the University provided he/she pays the full premium cost at his/her expense at the group discounted rate.

(m) Early Retirement Health Care Benefits.

Full-time faculty who elect early retirement pursuant to Section 1 (e) of this Article shall, for the early retirement period, continue to be eligible to participate in the health insurance plans offered by the University to active faculty members. Such benefits extend to the faculty member's spouse and dependent children as defined by the carrier. During the early retirement period the retiree's health care premium contributions shall remain at the amount he/she was paying as of the date his/her early retirement became effective. Upon termination of the early retirement period, the retiree shall be eligible for the retiree health care benefits described in paragraph (k) above.

Section 6: Dental Insurance:

(a) Effective January 1, 2012, the University shall provide dental insurance to the faculty by assuming full responsibility for the administration, and premium payments of the

dental insurance plan currently offered to the full-time faculty and their dependents through the Union. The full benefits and terms of this plan are found in Appendix B of this agreement.

(b) The University shall initially subsidize the overall cost of dental coverage for all faculty participants by paying for coverage, up to \$180,000 Year 1, September 1 2011 through August 31 2012. “Single”, “employee + dependent” or “family” coverage can be selected by enrolled faculty members.

(c) In subsequent years, starting September 1, 2012, the University will continue to provide for the cost of such coverage at a rate not to exceed a five (5) percent annual increase based upon renewed insurance premium cost.

(d) The annual University contribution shall be used to provide individual dental coverage for all enrolled full-time faculty members at no cost to the faculty member. The contribution shall be used to pay for additional coverage (individual + dependent or family) up until the annual fund is exhausted. Upon exhaustion of the fund, faculty opting for additional coverage will pay for such coverage through pre-tax payroll deduction.

(e) Providing that there shall be no lessening of benefits defined and enumerated in Appendix B, the University reserves the right to change the insurance carrier.

#### Section 7. Long Term Disability Benefits Plan

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

Monthly benefits are payable beginning on the first of the month following six (6) consecutive months of total disability (provided that the disability commenced before attainment of age 60) and continue during such disability until the eligible unit member reaches age

sixty-five (65) or until his/her prior death. Monthly benefits are also payable if the disability commences after attainment of age 60 but for a shorter duration as outlined in the Summary Plan description.

The member 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, but not to exceed fifteen thousand dollars (\$15,000) monthly. In no event will the monthly income benefits be less than fifty dollars (\$50), even though this amount plus Social Security and Workers' Compensation benefits may bring the unit member's total income to more than sixty (60) percent of salary.

(b) A unit member will be considered eligible for long term disability if such unit member is not able to perform his/her work even if such unit member is able to perform a less strenuous form of his/her work. There is a two-year limit on the application of the less rigorous definition of disability.

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

(d) A monthly waiver benefit of the amount being paid to TIAA- annuity in accordance with the provisions of the Employer's plan shall be paid, but not to exceed ten (10) percent of the first four hundred dollars (\$400) of the individual's covered monthly salary plus sixteen (16) percent of covered monthly salary in excess of four hundred dollars (\$400) as of the



date the disability began. This waiver benefit is credited as monthly contributions to be invested in the Retirement Plan.

(e) A unit member who applies for, and is granted, long-term disability benefits, will become separated from employment with the University. If otherwise eligible, the unit member will be notified of his rights to health care continuation through COBRA.

(f) If a unit member separates from employment under the circumstances described in paragraph (e) above is later able to return to work, such faculty member shall be entitled to return to his/her position at the rank, seniority and years of service that he/she had attained prior to total disability. The faculty member shall return at the salary he/she would have received had he/she continued as a faculty member during the period of total disability. The faculty member's status at the effective date of being placed on total disability will be unchanged, whether the status be tenured or probationary with a particular number of years of service.

#### Section 8. Tuition Assistance

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

#### Section 9. Emergency Loan and Salary Advance

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

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

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

#### Section 10. Adjunct Faculty

(a) Medical and Dental Insurance Adjunct faculty may participate in the employer's group insurance plan at their own expense.

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

(1) For each credit taught by an adjunct faculty member, he/she may accrue credits for courses for which he/she has registered in any non-doctoral program in the University as follows:

0-7 years 1:.5 credit  
7 years + 1:1 credit

Adjuncts beginning employment at the University as of the Fall 2017 semester or later shall receive a 22% discount of their adjunct credit teaching bank for dependents rather than the above formula.

(2) Tuition-remission credits may be used by the adjunct faculty member or his/her dependents at any center of Long Island University in any course offered in the term in which the adjunct is employed or in any subsequent term within two (2) years.

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

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

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

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

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

#### Section 11. Doctoral Loans

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

(a) An interest free loan up to a maximum of \$18,000 as of September 1, 2011, \$19,000 as of September 1, 2012, \$20,000 as of September 1, 2013, \$21,000 as of September 1, 2014 and \$22,000 as of September 1, 2015 is available for use by full-time faculty who are matriculated in an accredited doctoral program, with no more than \$4,500 as of September 1,

2011, \$4,750 as of September 1, 2012, and \$5,000 as of September 1, 2013, \$5,250 as of September 1, 2014 and \$5,500 as of September 1, 2015 in any one academic year. An additional interest free loan up to a maximum of \$4,500 as of September 1, 2011, \$4,750 as of September 1, 2012, \$5,000 as of September 1, 2013, \$5,250 as of September 1, 2014, and \$5,500 as of September 1, 2015, may be made available subject to the approval of such additional monies by the Vice President for Academic Affairs. In no event shall the total loans granted to any faculty member under this provision exceed \$22,000.

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

#### Section 12. Tuition Exchange Program

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

#### Section 13. Wellness Center

Faculty who make use of the facilities of the Wellness Center, including the pool, will pay the standard employee rate. If the user participates at the appropriate level, the fee will be refunded.

## ARTICLE XVIII

### RETIREMENT

#### Section 1. Retirement Age

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

#### Section 2. Post Retirement Employment

Retired faculty shall be eligible for adjunct teaching in all sessions and semesters upon recommendation of their departments and approval of the Dean and Academic Affairs.

#### Section 3. Fringe Benefits

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

#### Section 3. Early Retirement

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

## ARTICLE XIX

### SENIORITY

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

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

## ARTICLE XX

### UNION TIME

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

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

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

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

## ARTICLE XXI

### PERSONNEL FILES

The University shall maintain two (2) personnel files for each faculty member: a personal file, and a human resources file.

#### Section 1. The Personal File

(a) The personal file shall be maintained by the appropriate Dean and may include, but not be limited to, the following:

1) Official personnel summary form, updated at least annually by the faculty member.

2) Information relating to the faculty member's academic and professional accomplishments submitted by the faculty member or placed in the file at his/her request.

3) Employment records generated by the college.

4) Memoranda of discussions between the faculty member and his/her chairperson relating to evaluations of the faculty member's professional performance.

5) All evaluation and observation reports of the faculty member's academic and professional performance.

(b) Anonymous documents shall not be included in the personal file.

(c) All materials placed in the faculty member's personal file shall be made available to the faculty member, who may attach any comments he/she may desire and initial and date the document. This initialing shall not be deemed to constitute approval by the faculty member of



the contents of such document. If the faculty member refuses to initial any document after having been given an opportunity to read the same, a statement to that effect shall be affixed to the document.

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

## Section 2. The Human Resources File

The Office of Human Resources shall maintain a master personnel file. A faculty member will have reasonable access to their files.

## ARTICLE XXII

### ACADEMIC CALENDAR AND CEREMONIES

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

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

## ARTICLE XXIII

### FACILITIES FOR THE FACULTY

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

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

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

An individual appointed by the Chief of Administration and Student Affairs or such administrator as designated by the President and his/her designee and the Director of Buildings and Grounds for the Brooklyn Campus will be responsible for dealing with on-going facilities issues. In fulfillment of this responsibility, such individual will (1) create and chair monthly

meetings of a committee representing all schools and colleges of the Brooklyn campus; (2) receive regular reports from the Department of Buildings and Grounds on maintenance; (3) periodically inform all faculty and staff of the proper means of reporting facilities and security problems; and (4) create an information system that will inform all members of the campus community of emergency phone numbers.

## Section 2. Safety and Security

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

The participants agree that, in the event that threats are received by an employee of the Brooklyn Campus concerning another employee or student, the University's Department of Public Safety shall be promptly notified. If the Department of Public Safety advises the employee to report the threat to the local police authorities, he/she shall do so.

## Section 3. Parking

The University shall make available to faculty members one (1) parking permit which shall be valid for one (1) year. The faculty member shall be required to present appropriate

evidence of ownership of the vehicle for which the permit is to be used. The permit shall authorize the faculty member to park in the designated University parking lots.

## ARTICLE XXIV

### FACILITIES FOR LIUFF PURPOSES

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

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

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

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

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

ARTICLE XXV  
INFORMATION AND DATA

Section 1. University

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

Section 2. LIUFF

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

Section 3.

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

#### Section 4.

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



## ARTICLE XXVI

### APPOINTMENT OF DEPARTMENT CHAIRS

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

The provisions herein pertaining to chairs shall be effective for appointments of chairs for the academic year beginning September 1, 2022 and new chair appointments shall be made for all departments for that academic year. The terms and conditions pertaining to chairs in the 9/1/16 to 8/31/21 CBA shall remain in full force for any chair serving prior to the effective date of this section.

1. The Dean shall appoint the chair of a department after affording the faculty of the Department the opportunity to consult with him or her with respect to such appointment as set forth herein. The faculty members may provide oral or written suggestions and recommendations to the Dean regarding the needs of the Department and potential candidates for Chair. The Dean shall consider the suggestions and recommendations of the faculty members before appointing the chair, and the Dean may not appoint a candidate as chair, whether the candidate is a member of the Department or comes from outside the Department, unless the faculty members of the Department have been afforded an opportunity to meet with the candidate and provide their suggestions and recommendations about the candidate. The Dean shall keep such suggestions and recommendations confidential, except that the Dean may discuss such suggestions and

recommendations with other University administrators involved in the appointment process, who shall similarly keep such suggestions and recommendations confidential.

2. When practicable, the Dean shall give priority in consideration to candidates for Chair who are tenured members of the Department.

3. The outside candidate must have a terminal degree in the field or an allied or similar discipline, as well as teaching and research experience in the field, as defined by department faculty. The outside candidate must demonstrate the ability to teach two or more courses that are part of the department's curriculum.

4. Subsequent to such consultation, the Dean, with the approval of the Vice President for Academic Affairs, shall appoint the Chair. Such appointment of the chair is not subject to review by the faculty or Union, and shall not be subject to grievance or arbitration except for the failure to follow the procedures set forth herein.

5. The position of Department Chair is administrative in nature, and the role, duties, and responsibilities of the Department Chair are not subject to the CBA and are not subject to grievance or arbitration.

6. A faculty member who is appointed as Department Chair shall maintain his or her faculty appointment. In his or her faculty role, the faculty member appointed as Chair shall remain a member of the bargaining unit and the terms and conditions of his or her faculty role shall be subject to the provisions of the CBA.

7. If the faculty member agrees to serve as chair, the Administration shall determine the stipend and released time, if any, to be received by the Chair. The chair

serves as chair at the pleasure of the Dean.

8. No faculty member shall serve as chair for more than two, consecutive three year terms.

9. While serving as chair, the faculty member shall continue to receive his or her faculty salary, including any applicable raises set forth in the CBA for services rendered as a faculty member. Following service as Chair, the faculty member will continue working in the department as a full-time faculty member at the same rank and salary, including applicable raises, as prior to service as chair or at such higher rank to which the faculty member was promoted while serving as chair.

## ARTICLE XXVII

### JUST CAUSE AND DUE PROCESS

#### Section 1. General

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

#### Section 2. Notification

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

#### Section 3. Filing of Grievances

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

#### Section 4. Arbitration Procedure

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

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

The panel shall consist of the arbitrator and a representative designated by the Administration and a representative designed by the Union. The designated representatives of

the Administration and Union shall hear the evidence and serve solely in an advisory capacity to the arbitrator.

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

#### Section 5. Discharge of Tenured Faculty

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

- (a) Incompetent service or gross professional misconduct including that resulting from either physical or mental disability;
- (b) Gross neglect of duties;
- (c) Commission of a serious criminal offense (such as conviction of a felony);
- (d) Substantial misrepresentation of facts with respect to his/her professional and academic qualifications respecting previous employment, academic credentials, or publications and other professional achievements, or willful misrepresentation of or deliberate failure to report outside professional activities.

Discharge of a tenured unit member may be taken up as a grievance directly at Step 2 of the grievance procedure set forth in Article XXVIII, GRIEVANCE PROCEDURES AND ARBITRATION, within ninety (90) calendar days of such removal or suspension.

## ARTICLE XXVIII

### GRIEVANCE PROCEDURE AND ARBITRATION

#### Purpose

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

#### Section 1. Definition

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

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

A faculty member covered by this Agreement may present and discuss his/her grievance informally with his/her dean either with or without a representative of the LIUFF. Thereafter, a representative of the LIUFF may informally present and discuss a grievance on behalf of any eligible faculty member(s) provided that the faculty member(s) initiates the grievance with the dean involved. The dean involved shall, upon the request of the grievant, transmit his/her decision in writing to the grievant and the LIUFF within ten (10) work days following the completion of the informal grievance presentation. Any settlement, withdrawal, or disposition of a grievance at this informal stage shall not constitute a binding precedent in the disposition of similar grievances.

### Section 3. Formal Procedure for Handling Grievances

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

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

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

Step 2: If the grievance has not been settled at Step 1, then within thirty (30) calendar days after receipt of the written decision, the LIUFF may request arbitration by giving notice to

that effect, by certified mail, return receipt, directed to the office of the President or his/her designee and to the American Arbitration Association.

#### Section 4. Arbitration

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

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

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

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

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

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



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

#### Section 5. General Provisions

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

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

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

#### Section 6. Special Provision

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

#### Section 7. Monthly Meetings

The President or his/her designee shall meet with the Grievance Chair, the members of the Grievance Committee, and any faculty members who are requesting that a formal grievance be filed on their behalf or who have formal grievances already pending, with the express purpose of promptly and cooperatively resolving all formal grievances or requests for formal grievances

to the satisfaction of all involved parties and in the spirit of the purpose of this Article. These meetings will take place on the Brooklyn Campus on the first Wednesday of each month during the regular school year.

## ARTICLE XXIX

### CHECK-OFF

#### Section 1.

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

#### Section 2.

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

#### Section 3.

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

#### Section 4. Faculty - Checkoff of Dues

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

## ARTICLE XXX

### TECHNOLOGY

#### Distance Learning

(a) Definition: A distance learning course refers to any course in which classroom contact hours are reduced by 30% or more and replaced by online activities recognized as appropriate for compliance with state and, if applicable, federal regulations.

(b) Distance Learning Program and/or Course Development:

1. New programs employing distance learning technology and existing programs which are to be modified to employ such technology shall be required to undergo the same procedures for academic and administrative approval as all other new and/or significantly modified programs.

2. The University shall not compel any faculty member to develop a distance learning course except in such cases where the faculty of a given academic unit develops distance learning programs that include a course or courses for which a faculty member is assigned responsibility as per part 1, above.

3. New distance learning courses or existing courses modified to employ distance learning technology developed independently of a distance learning program shall require the approval of the department faculty and the Dean of the school or college before they are offered.

(c) Intellectual Property Rights in Distance Learning: The intellectual property rights for distance learning courses shall be the same as those rights for traditional courses.

(d) Assignment of Workload: Distance learning classes shall be treated as any other classes in the assignment of workload and shall be assigned in accordance with Article XIV WORKLOAD, Section 2 (e).

(e) Technological Support.

The University shall provide technology and technological assistance in developing and implementing distance learning courses in a timely manner.

## ARTICLE XXXI

### INTELLECTUAL PROPERTY POLICY

The Long Island University Patent and Intellectual Property (PIP) Policy, Appendix C, is hereby adopted and incorporated by reference herein.

## ARTICLE XXXII

### SALARY

#### Section 1. General Increase

General increases for full-time faculty during the term of this contract shall be as follows:

- a) Effective September 1, 2021, a 2.5% across-the-board increase will be available for full-time faculty who were on the University's full time faculty payroll on August 31, 2021.  
Except that there shall be no retroactive pay due for the month of September 2021 for this increase and any other increase based on this provision.
- b) Effective September 1, 2022, a 2.75% across-the-board increase will be available for full-time faculty who were on the University's full time faculty payroll on August 31, 2022.
- c) Effective September 1, 2023, a 2.75% across-the-board increase will be available for full-time faculty who were on the University's full time faculty payroll on August 31, 2023.
- d) Effective September 1, 2024, a 2.5% across-the-board increase will be available for full-time faculty who were on the University's full time faculty payroll on August 31, 2024.
- e) Effective September 1, 2024, a 2.5% across-the-board increase

#### Section 2. Salary Payment

The term of appointment of a full-time faculty member in the unit is the University's fiscal year, September 1 to August 31, for which the annual salary is paid. Annual salary is paid in twelve (12) monthly installments.

#### Section 3. Promotional Increase

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



#### Section 4(a). Brooklyn Minimum and Initial Appointment Salary

Minimum and Initial Appointment Salaries of full-time and adjunct faculty members for the period September 1, 2021 to August 31, 2026 are presented in the table below:

Rank	Minimum Salary
Full	\$ 96,077
Associate	84,557
Assistant	76,971
Instructor	69,335

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

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

#### Section 5. Adjunct/Overload

(a) Overload Rate: Overload rates shall increase by 2.50% on September 1, 2021, by 2.75% on September 1, 2022 and September 1, 2023, and by 2.50% on September 1, 2024 and September 1, 2025. The following overload pay scale shall be in effect on the following dates:

	9/1/21	9/1/22	9/1/23	9/1/24	9/1/25
Full Professor	\$1,936	\$1,989	\$2,044	\$2,095	\$2,148
Associate Professor	\$1,749	\$1,797	\$1,846	\$1,892	\$1,940
Assistant Professor	\$1,567	\$1,610	\$1,655	\$1,696	\$1,738
Instructor	\$1,385	\$1,423	\$1,462	\$1,499	\$1,536

Effective September 1, 2021, Library overload shall be calculated with the understanding that nine (9) days of library service related to non-teaching duties will be equivalent to one (1) semester hour taught, consistent with Article XIV Workload, Section 1 (c). The payment scale for library faculty shall be consistent with the overload rates (at the individual faculty member's rank) with the overload rates in the various ranks for faculty teaching credit bearing courses as detailed in Article XXXII, Section 5. Effectively, each day of non-teaching library overload shall be paid at one-ninth (1/9) the applicable per credit overload scale cited above.

(b) Adjunct Rate: Rates for continuing adjuncts shall increase by 2.5% on September 1, 2021, by 2.75% on September 1, 2022 and September 1, 2023, and by 2.5% on September 1, 2024 and September 1, 2025. The following adjunct pay scale shall be in effect on the following dates:

	9/1/21	9/1/22	9/1/23	9/1/24	9/1/25
Full Professor III	\$2,094	\$2,152	\$2,211	\$2,266	\$2,323
Full Professor II	\$2,013	\$2,068	\$2,125	\$2,178	\$2,233
Full Professor I	\$1,936	\$1,989	\$2,044	\$2,095	\$2,148
Associate Professor	\$1,749	\$1,797	\$1,846	\$1,892	\$1,940
Assistant Professor	\$1,567	\$1,610	\$1,655	\$1,696	\$1,738
Instructor	\$1,385	\$1,423	\$1,462	\$1,499	\$1,536

Adjuncts who have not taught at the University prior to September 1, 2021 or have not taught at the University for an academic term during the two fiscal years ending August 31, 2021 shall receive the following rates upon hire:

Rank	Salary Per Credit
Instructor	\$1,000
Assistant	\$1,100
Associate	\$1,250
Full	\$1,350

(c) Adjunct Librarians: Adjunct Librarians shall be compensated on an hourly basis in proportion to the applicable adjunct rate and rank.

#### Section 6. Independent Study

The per credit rate in effect during the term of this Agreement for independent study (tutorials, reader courses, graduate 707 courses, independent research supervision, and other independent study courses) shall be increased by the same amounts as the general wage increases to \$160 as of September 1, 2021, \$164 as of September 1, 2022, \$169 as of September 1, 2023, \$173 as of September 1, 2024, and \$177 as of September 1, 2025.

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

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

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

#### Section 8. Special Compensation

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

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

(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 9. Compensation for Department Chairs

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

(b) Compensation

(1) Effective September 1, 2021, all department chairpersons will have a normal teaching workload of six (6) credits during each semester of the normal academic year and shall receive a stipend as specified in section (3) below.

(2) Effective September 1, 2021, with the approval of the dean, chairs shall have the option to obtain a further reduction in workload in lieu of a portion of the monetary stipend. Such chairs that opt for a further reduction in workload under this provision shall not be eligible to teach classes on an overload basis without the approval of the dean.

(3) Monetary Stipends:

a. Large Departments: FLAT (Finance, Law, Accounting and Taxation), Biology, Chemistry & Biochemistry, Computer Science, Communication Science and Disorder, Counseling and School Psychology, English, Journalism & Communication Studies,

Managerial Science, Math, Media Arts, Nursing, Occupational Therapy, Performing Arts,  
Physical Therapy, Psychology, Social Work, Teaching, Learning and Leadership:

	9/1/21	9/1/22	9/1/23	9/1/24	9/1/25
12 Cr. Teaching Load	\$16,407	\$16,858	\$17,322	\$17,755	\$18,199
9 Cr. Teaching Load	\$10,600	\$10,891	\$11,191	\$11,470	\$11,757
6 Cr. Teaching Load	\$4,792	\$4,924	\$5,059	\$5,186	\$5,315

b. Medium Departments: History, Library, Philosophy, Public Health,  
Sociology/Anthropology

	9/1/21	9/1/22	9/1/23	9/1/24	9/1/25
12 Cr. Teaching Load	\$11,108	\$11,413	\$11,727	\$12,020	\$12,321
9 Cr. Teaching Load	\$5,300	\$5,446	\$5,596	\$5,736	\$5,879

c. Small Departments: Art, Economics, Foreign Language, Physics, Political  
Science

	9/1/21	9/1/22	9/1/23	9/1/24	9/1/25
12 Cr. Teaching Load	\$5,809	\$5,968	\$6,133	\$6,286	\$6,443

9 Cr. Annual Teaching Workload: Chairs of Small Departments who opt for a 9 credit  
annual workload shall not receive a stipend.

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

9/1/21	9/1/22	9/1/23	9/1/24	9/1/25
\$1,512	\$1,553	\$1,596	\$1,636	\$1,677

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

#### ARTICLE XXXIII

##### NO STRIKE/NO LOCKOUT

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

#### ARTICLE XXXIV

##### SUCCESSOR

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



## ARTICLE XXXV

### CONFORMITY TO LAW-SAVINGS CLAUSE

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

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

## ARTICLE XXXVI

### STATUS OF ADMINISTRATORS

#### Section 1. Administrative contracts and Peer Review

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

(b) The total number of Administrative contracts which include teaching responsibilities may not exceed the number of such contracts in force as of August 31, 2006 without Union approval. Such approval shall not be unreasonably withheld. Such Administrators shall not have voting rights, nor may they assign faculty workloads or review faculty for the purposes of appointment, reappointment, promotion or tenure.

#### Section 2. Administrative Appointments

A faculty member who accepts appointment to an administrative position within the University shall be granted a leave of absence from the department in which he/she serves. Such faculty member shall be entitled to return to his/her position upon termination of the administrative appointment at the salary that he/she would have received had he/she continued as a faculty member during the period of administrative service. The faculty member's status at the effective date of the administrative appointment will be unchanged, whether the status be tenured

or probationary with a particular number of years of service. An administrative appointment of a probationary faculty member shall not result in *de facto* tenure.

### Section 3. Externally Funded Projects

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

## ARTICLE XXXVII

### ADJUNCT FACULTY

#### Section 1. Assignment of Adjunct Faculty

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

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

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

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

#### Section 2. Reappointment and Promotion of Adjuncts

(a) Seniority Promotion: All adjunct faculty with at least four (4) years in rank and with no more than one-year gap in service will be reviewed for promotion within the existing ranks and no such promotion will be unreasonably withheld.

(b) Merit Promotion: The review and evaluation of members of the adjunct faculty for promotion before completing 4 years at his or her present rank shall be conducted at the discretion of the Administration or upon the written request of the adjunct faculty member. All such written requests for review and evaluation must be presented to both the Chair and the Dean.

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

- i. Classroom instruction and the extent to which the candidate provides the requisite coverage in breadth and depth of assigned specialty areas;
- ii. Evidence of scholarly writing and research presented by the candidate;
- iii. Attainment of advanced degrees;
- iv. Evidence of professional expertise, growth and experience;
- v. Where applicable, creative work in the candidate's discipline; and
- vi. Candidate's professional work experience as it relates to the candidate's academic discipline.

2) A candidate is eligible for promotion before completing four (4) years at his or her present rank provided that the candidate's review and evaluation results in the candidate's affirmative recommendation for such action by the departmental review committee, the chair, the dean and the President or his/her designee.

(c) Effective June 1, 2017, unit members are not eligible for promotion to the Full Professor II and Full Professor III ranks unless the member is currently at Full Professor I (for Promotion to Full Professor II) or Full Professor II (for promotion to Full Professor III).

### Section 3. Health Care for Adjunct Faculty

#### (a) Core Plan and HDHP

Effective July 1, 2017, eligible unit members may only participate in one of two medical plan options summarized in Appendix “A”. These options are the Core Plan or a High Deductible Health Plan (“HDHP”).

HDHP enrollees may contribute tax free dollars to an HSA (Health Savings Account) up to proscribed I.R.S. annual contribution maximums. In addition, enrollees in the HDHP shall receive an annual LIU contribution to their HSA account equal to \$500 for “employee-only” enrollees, and \$1,000 for those electing “family” coverage. Core plan participants may not participate in an HSA.

Effective July 1, 2017, available coverage levels will be “single” and “family.” The University will notify the Union once a year of the current single and family rates under the two options.

#### (b) Eligibility

Adjunct unit members regularly employed at the Brooklyn Campus, or in one of its programs, are eligible to participate in the above programs provided that such adjunct: (1) has been employed at the Brooklyn Campus for at least two (2) full academic years and has taught at least twelve (12) credits in each of the academic years or has taught twelve (12) credits in one academic year and is teaching at least six (6) credits in the semester following such academic year; (2) pays to the University Payroll Department, or other entity designated by the Payroll Department, the full cost of the Plan in which the adjunct enrolls; (3) normally continues to teach

at least twelve (12) credits at the Brooklyn Campus, or in one of its programs, during each academic year in which the adjunct participates in the Plan; and (4) complies with all of the requirements of the carrier of the Plan. In the event the adjunct fails to meet any of the foregoing eligibility criteria, such adjunct shall not participate, or, if already enrolled, shall not continue to participate, in the Plan.

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

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

#### Section 4. Dental Care for Adjuncts:

Adjuncts are eligible to participate in the dental plan offered to the full-time faculty by the Administration under the same terms and conditions as set forth for Healthcare in Section 3 of this Article.

#### Section 5. Support Services for Adjuncts

The Administration agrees to provide necessary technological and support services for evening and adjunct faculty, including: photocopying, access to computers and word processing, and mailing services. The library will be the central access site and the "one card ID system" will be the access mechanism. Additionally, Faculty Lounge hours will be expanded to include evening hours. The Lounge will also be equipped with telephone services (providing full access

to area codes 516, 718, 212, 914, 646, 917 and 631) exclusively for outreach to students. Lockers will be provided on a trial basis.

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

#### Section 6. Payments to Adjunct Faculty

Effective the start of the first summer session of 2012, adjuncts shall receive their semester compensation in bi-weekly payments evenly distributed over the course of each semester.



## ARTICLE XXXVIII

### NON-TENURE TRACK POSITIONS

#### Section 1. Definition

The parties agree to create non-tenure track positions, subsequently called non-tenure track appointments (NTTA), according to the terms below, in departments that require faculty to teach in clinical, technical, skills, fine arts, or specialty areas which do not require faculty to have traditional tenure track qualifications such as a terminal degree or ongoing scholarly achievement. These areas include, but are not restricted to, computer science, the writing program, nursing and the health sciences, media arts, education, and fine arts. NTTAs will not interfere with tenure track appointments within a department nor will they be used to reduce the number of tenure track lines negotiated in the current CBA. The total number of NTTA appointments within the full-time faculty shall not exceed 20% of the total full-time faculty. This limit is not meant to compel the Administration to diminish current levels of NTTA appointments in any department or academic unit.

LIU may hire up to three NTTAs in academic year 2022-2023 and four NTTAs in academic year 2023-2024 and the Union will not take the position that these hires violate the August 25, 2021 Award of Stephen M. Bluth in AAA Case No. 01-19-00034625. The foregoing NTTAs may be hired only in one of the schools/departments listed below.

Nursing  
Communication Sciences and Disorders  
Physical Therapy  
Occupational Therapy  
Respiratory Care  
Physician Assistant  
Diagnostic Medical Sonography

## Section 2. Initial Request and Eligibility

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

## Section 3: Initial Appointment

Initial appointment of an NTTA shall be for one (1) year.

## Section 4. Review and Reappointment

(a) Reappointment will be based on positive reviews as per Section 8 of this Article and department need for the position. The exact nature of the review process will be determined at the time of initial hire by the department/program involved, and a description of the process will be submitted in writing to the NTTA at that time.

(b) The first and second reappointments shall be for one academic year each.

(c) The third reappointment and all subsequent reappointments for any current or future NTTAs shall be 3, 4 or 5 years in duration.

During the term of this CBA the parties will negotiate concerning the possible creation of full-time clinical lines and the terms and conditions of employment applicable to such lines but no changes to the CBA may be made without the written agreement of both parties. Except as specified herein the Union reserves any and all rights to enforce the terms of the CBA.

## Section 5. Promotion

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

Academic Affairs. Salary increases upon promotion shall be in accordance with ARTICLE XXXII –SALARY, Section 4 (Promotional Increases).

#### Section 6. Workload

The workload will be 12 semester hours per semester, including related, clearly defined administrative and/or professional duties that will be recommended by the department and subject to approval by the administration. These responsibilities and their workload contact hour equivalency will be specified by the department, with the approval of the Administration, at the time the request for an NTTA is initiated and shall be included in the NTTA's contract. Such duties may be amended prior to annual renewal at the request of the Department and with the consent of the Administration. The workload agreed upon in accordance with this section shall be assigned according to the provisions in ARTICLE XIV – WORKLOAD.

#### Section 7. Salary

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

#### Section 8. Notice of Reappointment or Termination

Normally, the responsibility for initiating the reappointment process shall rest with the NTTA. Written notice of reappointment or non-reappointment of NTTAs will be given by the

President or his/her designee or the Vice President of Academic Affairs according to the following schedule:

(a) In the first year of full-time employment, notice of reappointment or non-reappointment will be given to NTTAs by March 15 of that year and appointment will take effect on September 1 of the subsequent academic year.

(b) In the second and third years of full-time employment, notice of reappointment or non-reappointment will be given by March 15 for the following academic year.

(c) Subsequent to the third year of service, and at the request of the department with the concurrence of the Dean, an NTTA may be offered one, two, three, four or five year contracts of employment. The NTTA shall be reviewed in the final year of each contract and notice of reappointment or non-reappointment will be given by March 15 for the following academic year.

#### Section 9. Voting Rights

NTTA shall have voting rights on curricular issues and in selection of department chairs as defined in Article XXVI. NTTAs shall not have voting rights in any part of the ARPT process.

#### Section 10. Release Time

NTTAs will not be eligible for release time except when it is subsidized by external funding or when the NTTA occupies a position for which release time is granted within the Agreement, nor will they be eligible for compensated leaves except as prescribed by applicable law.

## ARTICLE XXXIX

### SENIOR PROFESSOR

#### Section 1. Senior Professor

In recognition of extraordinary and enduring accomplishment, the University shall establish the rank of Senior Professor to be granted only by the Board of Trustees after review and consideration of recommendations provided in accordance with this Agreement.

#### Section 2. Eligibility

To be eligible for the awarding of the status of Senior Professor, a faculty member must have served at the rank of Full Professor for no less than five (5) years. A candidate who is denied the status of Senior Professor may not reapply until having completed four (4) years of service from the date of the negative decision.

#### Section 3. Criteria

To be considered for the status of Senior Professor, a faculty member must have:

- (a) Demonstrably maintained instructional excellence in the classroom and made significant contributions to the curriculum.
- (b) Demonstrably provided collegial leadership within the department, school, campus, and university.
- (c) Established and maintained a substantial record of scholarship, research or artistic achievement sufficient to be considered a major contributor to his or her field.

#### Section 4. Departmental Personnel Committee

For the purposes of review of a candidate for Senior Professor status, the Departmental Personnel Committee shall be constituted as defined in Article VI, Section 3 (a).

(a) The Departmental Personnel Committee shall be responsible for assisting in the selection of external evaluators.

(b) Deliberation and voting on a candidate's application, including external reviews, shall be restricted to members of the Departmental Review Committee who hold the rank of Full Professor or higher.

(c) A minimum of five (5) voting members is required for candidacy review. In the event that a given department or academic unit has four (4) or fewer voting members, the provisions of Article VI, Section 3 (f) shall apply.

(d) As the Department Chair does not have a separate evaluation role in the conferral of Senior Professor status upon a candidate, he or she may serve on the Departmental Personnel Committee and, if a Full Professor or higher, may participate in the deliberations and vote.

#### Section 5. Procedure

(a) Responsibility for initiating the procedure shall rest with the faculty member. The candidate shall prepare five sets of the following: a signed, written application including a *curriculum vitae* stipulating that, to the best of his/her knowledge, its contents are current and accurate and a detailed written statement of his or her original contribution to scholarship or artistic achievement. The candidate shall give one complete set, along with a list of three (3) external reviewers to the full Department Personnel Committee, as defined in Article VI, Section 3(a), by October 15. He or she shall forward the other sets of the application to the Dean, also by October 15.

(b) The full Department Personnel Committee will provide the Dean with a list of at least five (5) potential external reviewers, at least two (2) of whom must be names provided by the candidate. The Department Personnel Committee will forward this list to the Dean no later than October 31.

(c) The dean shall choose three (3) external reviewers from the list provided by the full Department Personnel Committee.

1) If any reviewer chooses not to participate, the Dean shall request additional names from the Department Personnel Committee.

2) If the dean does not find a recommended reviewer or reviewers acceptable, the full Department Personnel Committee shall provide names of additional reviewers.

3) No individual who is a relative or business associate of the applicant or who reasonably could be held to have any personal or professional conflict of interest shall serve as a reviewer.

(d) The Dean shall be responsible for:

1) Contacting external reviewers,

2) Forwarding one set of the candidate's materials to each external reviewer, including the candidate's *curriculum vitae*, detailed written statement of original contributions to scholarship or artistic achievement, books, articles or artistic accomplishments, and any other material provided by the applicant or requested by the reviewer;

3) Asking each external reviewer to limit him/herself to reviewing the candidate's scholarly activity.

4) Any costs incurred in providing duplicate materials to external reviewers will be borne by the University. Costs in excess of \$100 will require the prior written approval of the Dean.

Upon receipt of the evaluations of the external reviewers, the Dean will forward them to the voting members of the Department Personnel Committee.

(e) The voting members of the Department Personnel Committee shall forward their recommendation, along with the candidate's application and all external reviews, to the Campus Faculty Review Committee. Additional copies of their recommendation shall be forwarded concurrently to the Dean, to the Department Chair for inclusion in the candidates' personal file, and to the candidate to review for error of fact. The candidate shall have 5 days to address any such errors.

(f) After the Dean reviews the recommendation of the voting members of the Department Personnel Committee, the Dean shall forward his or her recommendation, along with the candidate's application, prior recommendations and all external reviews, to the President or his/her designee for review and recommendation to the Board of Trustees. The Dean shall concurrently send a copy of his/her recommendation to the candidate, and a second copy to the Department Chair for inclusion in the candidate's Personal File. The candidate shall have five (5) days to address any errors of fact.

(g) The Campus Faculty Review Committee shall prepare and forward three (3) copies of its evaluation: one copy to the President or his/her designee for review and recommendation to the Board of Trustees; one copy to the Department Chair for inclusion in the candidates personal file, and one copy to the candidate to review for errors of fact. The candidate shall have five (5) days to address any such errors.



(h) The President or his/her designee shall submit all recommendations including his/her own, both positive and negative, to the University Administration and the Board.

Section 6. Salary

A faculty member granted the rank of Senior Professor by the Board shall receive either a five percent (5%) increase in salary or a salary to be agreed upon between the faculty member and the Administration.

## ARTICLE XL

### FACULTY ENGAGEMENT AND DEVELOPMENT

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.


ARTICLE XLI

DURATION

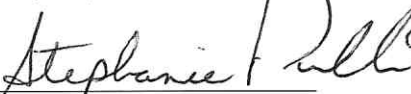
The Agreement, when ratified by the membership of the LIUFF and Board of Trustees of Long Island University shall be for a five (5) year term September 1, 2021 to August 31, 2026.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 27th day of June 2022.

For Long Island University

By:   
\_\_\_\_\_  
Joseph Schaefer  
Chief Operating Officer

For Long Island University Faculty Federation  
Local 3998, N.Y. State United Teachers,  
NYSUT, AFT, AFL-CIO

By:   
\_\_\_\_\_  
Stephanie Porcelli  
President

## MEMORANDA OF UNDERSTANDING

### I. TENURE DENSITY

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

All tenure appointments shall remain subject to the provisions of the Agreement, including, but not limited to, (1) Board determination of the availability of tenure positions in candidates’ departments or programs and (2) tenure worthiness as per Articles VI and XI in the 2011-2016 collective bargaining agreement.

During the 2011-2016 period, and subject to the maintenance of enrollments at the Fall 1999 level (using the official end-of-semester enrollment count), the Board of Trustees agrees not to impose a moratorium on new tenure appointments at the Brooklyn Campus and agrees to interpret “tenure availability” liberally.

II. NEW FULL-TIME LINES

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

III. ORIENTATIONS AND FACULTY DEVELOPMENT

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

IV. SPECIAL PROVISION REGARDING WAGE INCREASES, CONTRACTUAL MINIMAL AND OTHER MATTERS

LIUFF unit members will be offered : 1) on or after September 1, 2019, the same contractual base percentage wage increases as the CWP Collegial Federation (“CWP”); 2) As of September 1, 2021, those contractual minima, consistent with Article XXXII (Salary) herein, as those set forth in the CWP Agreement; 3) On or after September 1, 2019, the same base workload, except as otherwise agreed in this Agreement, as set forth in the CWP Agreement; and 4) On or after September 1, 2019, the same health and pension benefits as set forth in the CWP Agreement.

# APPENDIX A

## EXPLANATION OF BENEFITS – HEALTHCARE

APPENDIX A  
BROOKLYN FACULTY HEALTHCARE CHART  
FY 2020 2021

Carrier	CIGNA- HDHP		CIGNA- Core Plan		CIGNA- Buy-Up 1 Plan*		CIGNA- Buy-Up 2 Plan*	
Type of Plan	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
	HDHP		POS		POS		PPO	
Gatekeeper	No	N/A	No	N/A	No	N/A	No	N/A
Deductible	\$1,750/ \$3,500	\$3,500/ \$7,500	N/A	\$750/ \$2,250	N/A	\$750/ \$2,250	N/A	\$750/ \$2,250
Coinsurance	100%	70%	N/A	70%	100%	80%	100%	80%
Out of Pocket Maximum	\$3,500/ \$7,000	\$5,000/ \$10,000	\$2,000/ \$5,000	\$2,000/ \$5,000	\$1,500/ \$3,000	\$2,500/ \$4,000	\$3,500/ \$12,000	
(includes deductible)	(All services accumulate to the Out of Pocket Maximum)		(All services accumulate to the Out of Pocket Maximum)		(All services accumulate to the Out of Pocket Maximum)		(All services accumulate to the Out of Pocket Maximum)	
Lifetime Maximum	Unlimited		Unlimited		Unlimited		Unlimited	
Retail Prescription Drugs (copay) (30 days)	Deductible then \$30/ \$50/ \$70	Not Covered	\$25/ \$45/ \$65	Not Covered	\$25/ \$45/ \$65	Not Covered	\$25/ \$45/ \$65	Deductible & Coinsurance
Mail Order Prescription Drugs (90 days)	Deductible then \$30/ \$50/ \$70	Not Covered	\$25/ \$45/ \$65	Not Covered	\$25/ \$45/ \$65	Not Covered	\$25/ \$45/ \$65	Not Covered
Office Visits-Primary	Ded & Coins	Ded & Coins	\$35 Copay	Deductible & Coinsurance	\$35 Copay	Deductible & Coinsurance	\$35 Copay	Deductible & Coinsurance
Office Visits-Specialist	Ded & Coins	Ded & Coins	\$60 Copay	Deductible & Coinsurance	\$60 Copay	Deductible & Coinsurance	\$60 Copay	Deductible & Coinsurance
Routine Physical Exams	Covered at 100%	Ded & Coins	Covered at 100%	Not Covered	Covered at 100%	Not Covered	Covered at 100%	Deductible & Coinsurance
Well Child Exams	Covered at 100%	Ded & Coins	Covered at 100%	Deductible & Coinsurance	Covered at 100%	Deductible & Coinsurance	Covered at 100%	Deductible & Coinsurance
Lab & Radiology	Ded & Coins	Ded & Coins	Covered at 100%	Deductible & Coinsurance	Covered at 100%	Deductible & Coinsurance	Covered at 100% at Facility	Deductible & Coinsurance
	Advanced Radiology not covered at independent labs		Advanced Radiology not covered at independent labs		Advanced Radiology not covered at independent labs		Advanced Radiology not covered at independent labs	
Chiropractic Care	Ded & Coins	Ded & Coins	\$60 Copay	Deductible & Coinsurance	\$60 Copay	Deductible & Coinsurance	\$60 Copay	Deductible & Coinsurance
	40 days per calendar year; Subject to Medical Necessity		No Daily Limit; Subject to Medical Necessity		No Daily Limit; Subject to Medical Necessity		No Daily Limit; Subject to Medical Necessity	
Emergency Room	Ded & Coins	Ded & Coins	\$100 Copay, waived if admitted		\$100 Copay, waived if admitted		\$100 Copay, waived if admitted	
Urgent Care	Ded & Coins	Ded & Coins	\$50 Copay, waived if admitted		\$50 Copay, waived if admitted		\$50 Copay, waived if admitted	
Hospitalization	Ded & Coins	Ded & Coins	\$500 Copay per admission	Deductible & Coinsurance	\$500 Copay per admission	Deductible & Coinsurance	\$250 Copay per admission	Deductible & Coinsurance
Outpatient Surgery	Ded & Coins	Ded & Coins	\$100 Copay	Deductible & Coinsurance	\$100 Copay	Deductible & Coinsurance	\$100 Copay	Deductible & Coinsurance
	Ded & Coins	Ded & Coins	Covered at 100%	Deductible & Coinsurance	Covered at 100%	Deductible & Coinsurance	Covered at 100%	Deductible & Coinsurance
Skilled Nursing Facility	60 days per plan year		60 days per plan year		60 days per plan year		100 day calendar year maximum, limits combined in and out of network	
Hospice Care	Ded & Coins	Ded & Coins	Covered at 100%	Deductible & Coinsurance	Covered at 100%	Deductible & Coinsurance	Covered at 100%	Deductible & Coinsurance
	No days limit		No days limit		No days limit		No days limit	
Home Health Care	Ded & Coins	20% Coins	Covered at 100%	Deductible & Coinsurance	Covered at 100%	Deductible & Coinsurance	Covered at 100%	Deductible & Coinsurance
	40 days per plan year		60 days per plan year		Unlimited days per plan year		Unlimited days per plan year	
Short Term Rehab	Ded & Coins	Ded & Coins	IP-Covered at 100% OP-PCP \$30 \$55 Specialist	Deductible & Coinsurance	IP-Covered at 100% OP-PCP \$30 \$55 Specialist	Deductible & Coinsurance	IP-Covered at 100% OP-PCP \$30 \$55 Specialist	Deductible & Coinsurance
	OP-40 days per plan year for all therapies combined		IP-60 days per plan year for all therapies combined OP-60 Visits per plan year for all therapies combined		IP-60 days per plan year for all therapies combined OP-60 Visits per plan year for all therapies combined		IP-60 days per plan year for all therapies combined OP-Unlimited visits per plan year for all therapies combined	
Infertility Basic & Comprehensive (testing and evaluation, including artificial Advanced (in-vitro, ZIFT, \$10,000 lifetime maximum)	Ded & Coins	Ded & Coins	Cost & reimbursement vary based on the facility in which service is performed	Deductible & Coinsurance	Cost & reimbursement vary based on the facility in which service is performed	Deductible & Coinsurance	Cost & reimbursement vary based on the facility in which service is performed	Deductible & Coinsurance
Durable Medical Equipment	Ded & Coins	Ded & Coins	Covered at 100%	Deductible & Coinsurance	Covered at 100%	Deductible & Coinsurance	Covered at 100%	Deductible & Coinsurance
	Unlimited plan year maximum		Unlimited plan year maximum		Unlimited plan year maximum		Unlimited calendar year maximum	
Mental Health-Inpatient Care (includes biologically based disorders and care for children w/serious emotional disorders)	Ded & Coins	Ded & Coins	\$500 Copay per admission	Deductible & Coinsurance	\$500 Copay per admission	Deductible & Coinsurance	\$250 Copay per admission	Deductible & Coinsurance
Mental Health-Outpatient Care (includes biologically based disorders and care for children w/serious emotional disorders)	Ded & Coins	Ded & Coins	\$60 Copay	Deductible & Coinsurance	\$60 Copay	Deductible & Coinsurance	\$60 Copay	Deductible & Coinsurance
Reasonable & Customary	N/A	90th Percentile	N/A	90th Percentile	N/A	80th Percentile	N/A	90th Percentile

\* not available for new hires after 7/1/17

## APPENDIX B

### EXPLANATION OF BENEFITS – DENTAL

# Aetna Dental

	PPO		DMO
	In-Network	Out-of-Network	In-Network
Deductible, Individual / Family	\$100 / \$300	\$150 / \$450	\$0
Waived for Type A	Yes	Yes	No
Calendar Year Maximum	\$2,000	\$2,000	N/A
Coinsurance (limit/age restrictions may apply for certain services)			
Type A - Preventative*	100%	90%	Fee Schedule
Type B - Basic**	90%	60%	Fee Schedule
Type C - Major***	60%	50%	Fee Schedule
Orthodontia	Not Covered	Not Covered	Not Covered
	Monthly Employee Pre-Tax Contributions		
Employee Only / Family	\$46.90 / \$111.51		
*Preventative services include oral exams, cleanings, bitewing x-rays and fluoride treatment			
**Basic services include fillings, root canal therapy (anterior/bicuspid) scaling/root planning, stainless steel crowns and uncomplicated extractions			
***Major Services include inlays, onlays, crowns, full/partial dentures, surgical removal of bony impacted teeth			

## APPENDIX B

### EXPLANATION OF BENEFITS – DENTAL (continued)



LONG ISLAND UNIVERSITY FACULTY FEDERATION

622878

Effective Date: 01-01-2022

#### Dental Benefits Summary

	<u>Active PPO</u>	
	<u>With PPOII and Extend<sup>SM</sup> Participating</u>	<u>Networks Non-participating</u>
<b>Annual Deductible*</b>		
Individual	<b>\$100</b>	<b>\$150</b>
Family	<b>\$300</b>	<b>\$450</b>
Preventive Services	100%	90%
Basic Services	90%	60%
Major Services	60%	50%
Annual Benefit Maximum	<b>\$2,000</b>	<b>\$2,000</b>
Office Visit Copay	N/A	N/A
Orthodontic Services	Not Covered	Not Covered
Orthodontic Deductible	Not Covered	Not Covered
Orthodontic Lifetime Maximum	Not Covered	Not Covered

\*The deductible applies to: Basic & Major services only

<b>Partial List of Services</b>	<u>Active PPO</u>	
	<u>With PPOII and Extend<sup>SM</sup> Participating</u>	<u>Networks Non-participating</u>
<b>Preventive</b>		
Oral examinations (a)	100%	90%
Cleanings (a) Adult/Child	100%	90%
Fluoride (a)	100%	90%
Sealants (permanent molars only) (a)	100%	90%
Bitewing Images (a)	100%	90%
Full mouth series Images (a)	100%	90%
Space Maintainers	100%	90%
<b>Basic</b>		
Root canal therapy		
Anterior teeth / Bicuspid teeth	90%	60%
Root canal therapy, molar teeth	90%	60%
Scaling and root planing (a)	90%	60%
Gingivectomy (a)*	90%	60%
Amalgam (silver) fillings	90%	60%
Composite fillings (anterior teeth only)	90%	60%
Stainless steel crowns	90%	60%
Incision and drainage of abscess*	90%	60%
Uncomplicated extractions	90%	60%
Surgical removal of erupted tooth*	90%	60%
Surgical removal of impacted tooth (soft tissue)*	90%	60%
Osseous surgery (a)*	90%	60%
Surgical removal of impacted tooth (partial bony/ full	90%	60%
<b>Major</b>		
Inlays	60%	50%
Onlays	60%	50%
Crowns	60%	50%
Full & partial dentures	60%	50%
Pontics	60%	50%
General anesthesia/intravenous sedation*	60%	50%
Denture repairs	60%	50%
Implants	60%	50%

\*Certain services may be covered under the Medical Plan. Contact Member Services for more details.  
(a) Frequency and/or age limitations may apply to these services. These limits are described in the booklet/certificate.



## APPENDIX B

### EXPLANATION OF BENEFITS – DENTAL (continued)



LONG ISLAND UNIVERSITY FACULTY FEDERATION

622878

Effective Date: 01-01-2022

#### Dental Benefits Summary

	DMO® Member Responsibility
Annual Deductible	
Individual	None
Family	None
Preventive Services	0%
Basic Services	0%
Major Services	40%
Annual Benefit Maximum	None
Office Visit Copay	\$0
Orthodontic Services (Adult and Child)	Not Covered
Orthodontic Deductible	Not Covered
Orthodontic Lifetime Maximum	Not Covered

Partial List of Services	DMO® Member Responsibility
<b>Preventive</b>	
Oral examinations (a)	0%
Cleanings (a) Adult/Child	0%
Fluoride (a)	0%
Sealants (permanent molars only) (a)	0%
Bitewing Images (a)	0%
Full mouth series Images (a)	0%
Space Maintainers	0%
<b>Basic</b>	
Root canal therapy	
Anterior teeth / Bicuspid teeth	0%
Scaling and root planing (a)	0%
Gingivectomy (a)*	0%
Amalgam (silver) fillings	0%
Composite fillings (anterior teeth only)	0%
Stainless steel crowns	0%
Incision and drainage of abscess*	0%
Uncomplicated extractions	0%
Surgical removal of erupted tooth*	0%
Surgical removal of impacted tooth (soft tissue)*	0%
<b>Major</b>	
Inlays	40%
Onlays	40%
Crowns	40%
Full & partial dentures	40%
Pontics	40%
Root canal therapy, molar teeth	40%
Osseous surgery (a)*	40%
Surgical removal of impacted tooth (partial bony/ full	40%
General anesthesia/intravenous sedation*	40%
Denture repairs	40%
Implants	40%
Crown Lengthening	40%
Crown Build-Ups	40%

\*Certain services may be covered under the Medical Plan. Contact Member Services for more details.

(a) Frequency and/or age limitations may apply to these services. These limits are described in the booklet/certificate.

## APPENDIX C

### The Long Island University Patent and Intellectual Property (PIP) Policy

#### Preamble:

The University supports full freedom in research and the publication of said results, but research for pecuniary return shall be based upon the institution's general principles outlined below.

The Patent and Intellectual Property (PIP) policies of Long Island University ("LIU" or the "University") are designed to accomplish the following: 1. Support the goals of LIU's strategic plan; 2. Develop resources that aid and educate faculty on patenting and technology transfer; 3. Maximize opportunities to engage in collaborative and/or sponsored research; 4. Encourage entrepreneurialism by faculty and staff and; 4. Effectively use LIU-generated intellectual properties.

#### Ownership of Patents:

1. Long Island University has an interest in all inventions of University personnel that are conceived or first reduced to practice as a part of or as a result of: (a) University research; (b) activities within the scope of the inventor's employment by, or in official association with, the University; and (c) activities involving the use of University time, facilities, staff, materials, University information not available to the public, or funds administered by the University.
2. Faculty and staff whose inventions are made on their own time, outside the scope of their employment or association with the University and without University facilities, materials, or resources and which inventions are, therefore, their exclusive property, may submit their invention to the University for possible association with patenting and/or commercial exploitation and management under terms to be agreed upon by the inventor and the University.
3. The provisions of the LIU Patent Procedures are subject to any applicable laws, regulations or specific provisions of the grants or contracts which govern the rights in inventions made in connection with sponsored research.
4. Under the terms of certain contracts and agreements between LIU and various agencies of government, private and public corporations, and private interests, LIU may be required to license patent rights to the contracting party. LIU retains the right to enter into such agreements whenever such action is considered to be in its best interest.
5. Should a patentable invention be discovered in research which is not clearly covered by any one of the three categories in the above paragraph 1 (a) – (c) of this Policy, the PDPIP shall determine in the spirit of this Policy where title, rights, interests and equity lie or how they shall be divided.

### Responsibilities of LIU Personnel:

1. LIU personnel who, either alone or in association with others, make an invention in which LIU has or may have an interest shall promptly disclose such inventions to the President's Designee for Patents and Intellectual Property (PDPIP).
2. For any invention in which the University has an interest, the inventor, upon request of the PDPIP shall promptly cause the University to execute all contracts, assignments, waivers or other legal documents necessary to vest in the University or its assignees any or all rights of the invention, including complete assignment of any patents or patent applications relating to the invention.
3. LIU personnel may not: (a) sign patent agreements with outside persons or organizations that may abrogate the University's rights and interests either as stated in the Patent Policy or as provided in any grant or contract funding the research which led in whole or in part to making the invention, or (b) without prior authorization, use the name of the University or any of its units in connection with any invention in which the University has an interest.

### Disclosure of Inventions:

When faculty or staff members create an invention, it shall be their responsibility to discuss their discovery or invention with the PDPIP, at which time the possibility of exploring patenting should be considered.

### Royalty:

LIU shall share with the inventor(s) revenue it receives from patents or inventions. As noted above, specific provisions of grants or contracts may govern rights and revenue distribution regarding inventions made in connection with sponsored research; consequently, revenues the University receives from such inventions may be exclusive of payments of royalty shares to sponsors or contractors.

### Inventor Requests for Waiver of University Rights:

If an inventor believes that the invention was made outside the general scope of his or her University duties, and if the inventor does not choose to assign the rights in the invention to the University, he or she shall, in the invention disclosure, request that the PDPIP determine the respective rights of the University and the inventor in the invention.

### Publication and Public Use:

1. Long Island University strongly encourages scholarly publication of the results of research by faculty. Though this Patent Policy does not limit the right to publish, except for short periods of time necessary to protect patent rights, publication or public use of an invention constitutes a statutory bar to the granting of a United States patent for the invention unless a patent application is filed within one year of the date of such publication or public use. Publication or public use also can be an immediate bar to patentability in certain

foreign countries.

2. In order to preserve rights in unpatented inventions, it shall be the duty of the inventor, or of his or her supervisor if the inventor is not available to make such a report, to report immediately to the PDPIP any publication, submission of manuscript for publication, sale, public use, or plans for sale or public use, of an invention, if a disclosure has previously been filed. If an invention is disclosed to any person who is not employed by the University or working in cooperation with the University upon that invention, a record shall be kept of the date and extent of the disclosure, the name and address of the person to whom the disclosure was made, and the purpose of the disclosure.

3. The inventor shall immediately notify the PDPIP of the acceptance for publication of any manuscript describing the invention or of any sale or public use made or planned by the inventor.

Contractual Arrangements:

1. Long Island University will follow Federal Regulations with respect to election of title in contracts and grants with Federal agencies.
2. The University normally reserves the right to ownership of patents on inventions arising out of research supported in whole or in part by grants or contracts with non-governmental organizations or firms.

Long Island University recognizes that the evaluation of inventions and discoveries and the administration, development and processing of patents and licensable inventions involves substantial time and expense and requires talents and experience not ordinarily found among its faculty and staff. Accordingly, the University may contract with outside agents for certain services.