

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered into on October 1, 2021 between Long Island University (“LIU”) and Long Island University Faculty Federation, Local 3998, New York State United Teachers, American Federation of Teachers (“Union”):

WHEREAS, LIU and the Union have negotiated the terms of a collective bargaining Agreement (“CBA”) for the period between September 1, 2021 and August 31, 2026, and

WHEREAS, the parties desire to enter into this MOA to reflect the agreed-upon terms and conditions which will be set forth in the CBA,

NOW, THEREFORE, the parties agree as follows:

1. Except as set forth below, the terms and conditions set forth in the predecessor collective bargaining agreement between September 1, 2016 and August 31, 2021 shall remain in full force and effect.

2. Term of CBA:

September 1, 2021-August 31, 2026

3. Wage Increases:

Except as set forth herein, all salary and wage rates set forth in Article XXXII, including but not limited to base salary rates for full-time faculty, overload and adjunct rates, independent study and stipends shall be increased as follows:

- a. September 1, 2021: + 2.5% except that there shall be no retroactive pay due for the month of September 2021;
- b. September 1, 2022: +2.75%
- c. September 1, 2023: +2.75%
- d. September 1, 2024: +2.5%; and
- e. September 1, 2025: +2.5%
- f. Unless otherwise agreed between the parties or pursuant to Article XXXII. Section 4(a) the Minimum and Initial Appointment Salaries of full-time and adjunct faculty members as set forth in Article XXXII will not be increased as a result of the salary increases provided

herein during the length of the CBA except that Article XXXII. Section 5(b) shall be amended as follows:

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:

4. Health Care (“Medical Insurance”):

Full-time faculty shall contribute the following percentage costs of monthly premiums incurred by LIU:

a. Core Level

i. 1/1/2022

20%

ii. 1/1/2023

21%

iii. 1/1/2024

21%

iv. 1/1/2025

21%

v. 1/1/2026

22%

b. High Deductible Health Plan

i. 1/1/2022

18%

ii. 1/1/2023

18%

iii. 1/1/2024

19%

iv. 1/1/2025

19%

v. 1/1/2026

20%

c. Buy-Up Plan 1

i. 1/1/2022

23%

ii. 1/1/2023

23%

iii. 1/1/2024

24%

iv. 1/1/2025

24%

v. 1/1/2026

25%

d. Buy-Up Plan 2

i. 1/1/2022

27%

ii. 1/1/2023

27%

iii. 1/1/2024

28%

iv. 1/1/2025

29%

v. 1/1/2026

30%

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.

5. Appointment of Chairs:

The terms of the new provision relating to the appointment of Chairpersons, effective September 1, 2022, are attached hereto as Exhibit A, and are consistent with the Union's recitation of the provision as set forth in the email of Beth Margolis, Esq., dated September 29, 2021, at 2:57 p.m.

6. Faculty Review Committee:

The modification of Article VI, § 4 is set forth hereto as Exhibit B, and is reflected in the Union's recitation of the provision as set forth in the email of Beth Margolis, Esq., dated September 29, 2021, at 12:37 p.m.

7. Post-Tenure Review:

The terms of the new provision relating to the post-tenure review are attached hereto as Exhibit C, and are reflected in the Union's recitation of the provision as set forth in the email of Beth Margolis, Esq., dated September 29, 2021, at 12:37 p.m.

8. Non-Tenure Track Position:

The modification of Article XXXVIII is attached hereto as Exhibit D, and is consistent with the Union's recitation of the provision as set forth in the email of Beth Margolis, Esq., dated September 29, 2021, at 12:37 p.m.


9. Workload For Librarians:

The modification of Article XIV § 1 is attached hereto as Exhibit E, and is consistent with the Union's recitation of the provision as set forth in the

email of Beth Margolis, Esq., dated September 29, 2021, at 12:37 p.m.

10. Nothing set forth herein shall preclude the parties from insuring that the terms of the complete CBA, as subsequently drafted, will be consistent with the parties' intent in the event that clerical errors occur in the preparation of the complete CBA.
11. The MOA, and the agreed-upon provisions to be included in the prospective CBA, are subject to ratification by the Union's bargaining unit members and The Board of Trustees of LIU.

By: 
Long Island University

By: 
Long Island University Faculty
Federation

Dated: October 1, 2021

EXHIBIT A

Appointment of Chairpersons:

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
10. 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 and effect for any chair serving prior to the effective date of this section.

EXHIBIT B

Article VI: Section 4 - Faculty Review Committee

The allocation of representatives in each school would be:

Coll Arts, Comm & Design	1
Sch Bus Pub Adm & Inf Sci	2
School of Ed	1
Sch of Health Professions	4
Conolly Coll Lib Art Sci	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.

EXHIBIT C

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 post tenure 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

EXHIBIT D

Article XXXVIII – Non-Tenure Track Positions

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
PT
OT
Respiratory Care
PA
Diagnostic Medical Sonography

Section 4 (c) of Article XXXVIII will be amended as follows:

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.

EXHIBIT E

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 foregoing 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.