



LONG ISLAND UNIVERSITY

To: C.W. Post Collegial Federation Local 3517

Dated: July 15, 2022

Re: Collective Bargaining Agreement
Negotiations

Preamble

The Collective Bargaining Agreement between Long Island University and the C.W. Post Collegial Federation Local 3517 to be negotiated for the period September 1, 2022 through August 31, 2027 shall be conformed to include all provisions and articles in the prior Collective Bargaining Agreement, as well as in prior Memoranda of Agreement and Side Letters, and except as set forth therein, which remain in full force and effect, the Administration proposes the following.

Proposals

- Article 1: University-Union Relationship
 - Section 1: Proposed language:
 - The purpose of this Agreement is to provide the C.W. Post Collegial Federation and the Administration with a clear statement of the procedures in which the members of the full-time faculty and administration interact in the governance of the academic community. The parties acknowledge the unique relationship between the full-time faculty and the Management in their respective aspects of academic governance. The parties enter into this Agreement, and the Administration recognizes the Union as set forth below, to formalize the working conditions for the full-time faculty and its role with the Administration.
 - Section 2: Recognition
 - Include exclusion for all professional schools.
 - Eliminate the exclusion for associates compensated by grants.
 - Exclude the Chairpersons and Directors of Departments as unit members.
 - Exclude "Visiting Professors" from being unit members.
 - Section 4: Propose:
 - 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 of Trustees 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 of Trustees and the officers of the University.
 - Add:

- The University maintains the right to conduct mandatory training in addition to trainings consistent with best practices, and to take other actions as necessary to ensure compliance with government laws, rules, and regulations.
- Article 2: Definitions: Eliminate the inclusion from the Administrative Definition section: University Dean and Provost since we don't have them anymore.
 - Updated "Faculties" to "Colleges and Schools"
 - College of Liberal Arts
 - College of Science
 - College of Arts and Design
 - College of Management
 - School of Health Professions and Nursing
 - The Roosevelt School
 - College of Education, Information and Technology
 - Eliminate Department and Gender definitions
- Article 3: Update Academic Freedom language to reflect AAUP wording. Proposed language as follows:
 - It is recognized that in a world of rapid change, a University best services its community as an open intellectual forum where opinions may be freely expressed. In this general frame, Academic Freedom is understood to mean freedom for the teacher in the classroom to discuss his/her subject, but they should be careful not to introduce into their teaching controversial matter which has not relationship to their subject; and should have the freedom to engage in research and to publish the results of research, subject to the adequate performance of their other academic duties, but research for pecuniary return should be based upon an understanding with the authorities of the university. It is further understood to mean freedom from institutional censorship or discipline when writing or speaking as a citizen, but their special position in the community imposes special obligations. As scholars, they should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others and should make every effort to indicate they are not speaking for the institution.
- Article 4: Past Practices. Eliminate section.
- Article 5: Nondiscrimination: Propose a broader election of remedies clause.
 - Propose: If prior to seeking resolution of a dispute by filing a grievance under this contract, or while the grievance proceeding is in progress, a member seeks to resolve the matter in any other forum, whether administrative or judicial, the Board of Trustees shall have no obligation to entertain or proceed with this grievance procedure.
- Article 6: Peer Evaluation/Faculty Personnel Committees
 - Section 1: Peer Evaluation.

- DPC's failure to comply with Dean's request for a timely report is not grievable.
 - Section 2: Evaluation Criteria
 - 2(a): Insert: That criteria to be used that is submitted to the Dean and VPAA must be approved by the Dean and VPAA.
 - Section 3. DPC.
 - 3(a) should read:
 - Each department shall elect, annually, a Personnel Committee by secret ballot of full-time faculty members of the department. Every unit member of the department may vote and serve on the Committee except that excluded from both voting and serving will be visiting faculty and such members who also have administrative positions. DPC/Campus faculty/Senate to reflect student enrollment by college and school. "Representation shall be based on total student headcount enrollment, by student major within each college or school, as of the November 15th census date for the preceding Fall term"
 - (b) Date by which to promulgate rules and procedures of the DPC: September 15th.
 - Section 4. Student Evaluation of Teaching.
 - Require that Form X to be the form used unless Dean or VP approves.
 - Insert process on how the student evaluations are used for remediation purposes.
 - Eliminate the 10 day removal for errors.
- Article 7: Personnel Files:
 - Office of SVP shall establish the official academic personnel file for the unit member. The HR file can include academic actions.
 - Section 7(e): Remove from the Personnel File all faculty publications if they are online.
 - Section 3: Access to the Personnel File. Remove section if these are all online.
- Article 8: Departmental Governance
 - Section 1:
 - See Appointment of Chairperson Proposal.
 - Section 1: Eliminate the "consultation" to relocate departments.
 - Section 2: Eliminate the consult provision for restructuring.
 - Eliminate limit of 2 consecutive three year terms as chair.
- Article 9: Initial Appointment: For all appointments, terminal degree "or equivalent" as the minimum sole requirement. Eliminate all other language.
 - Section 1(d): Add in Associate (national) and Professor (both) international
 - Evidence of scholarly publications "and substantial research awards" and evidence of documented scholarly publications.
 - Section 2(a): Administration are permitted to propose candidates. Administration does not need to provide reasons for any rejections.
 - Section 3(c): Administration may extend the time of appointment or issue credit for years served at previous institutions.

- (iii) Add in clarifying language that the NTTA teach 12 credits in spring and 12 credits in fall.
 - Add Administration can appoint NTTA”
 - Add NTTA can have up to a 5 year initial appointment
 - Add Dean can initiate recommendation of a faculty hire if DPC does not produce candidates of sufficient quality.
 - Section 4(a): Replacement Faculty shall be used for “any other in-semester employee vacancy.” The term shall not exceed four (4) years. If the visiting faculty switches to full-time probationary status, the years visiting will count for purposes of seniority.
 - Visiting Faculty are hired under administrative contracts.
 - Remove Visiting Faculty section.
 - Section 5: Probationary Period: eliminate language limiting reduction of probationary time of 3 years.
 - Section 6: NTTA – Eliminate the department ability to request NTTA for clinical needs. Release time granted only at the Administration’s discretion. NTTA can be required to engage in research or other scholarly activity as determined at the time of employment.
 - The Administration, in its sole discretion, shall appoint non-tenure track faculty.
- Article 10: Reappointment: Propose adding language to end of Article:
 - Section 2(d) – Within 10 days decision will be provided. Eliminate the reasons.
 - The Union and Administration agree that for the betterment of the University and its students the assessments and recommendations made by the various entities or members of the committees in the peer review process shall be rigorous and a product an independent evaluation.
 - Section 5: Add “or designee” into: “In the event of non-renewal for economic and/or enrollment reasons, the DPC shall be informed by the President “or designee” of a required reduction. Eliminate that it is the Committee that informs released persons.
 - Administration does not need to provide a reason for non-renewal.
 - Section 6: Written notice of non-renewal will be provided by March 1st in the year which probationary faculty shall be terminated.
 - Section 6(b): Add: Any appointee whose original appointment was not recommended by his/her DPC or endorsed by the CFPC shall not be reappointed except upon the recommendation of his/her DPC.
- Article 11: Promotion
 - Section 1: Eliminate a waiver of the promotion eligibility at the request of the DPC. President does not need to wait for the request of the DPC.
 - Section 3: Eliminate that faculty positive recommendation is required for promotion of a unit member at all times.
- Article 12: Faculty Security
 - Section 1:
 - 1(a)(iii): Eliminate that full-time faculty be affirmatively recommended by the DPC or the CFPC, and the Department chair.

- Leaves for administrative position will be for up to 3 years and are renewed at the discretion of the Administration. Upon return to faculty, the salary will be the agreed upon salary at the time of granting of leave.
 - Section 2: Tenure: Insert language that says faculty need 5 years of non-tenured service unless the administration allows them to apply earlier. Eliminate the agreement that there will be no layoff of tenured faculty during the term of this Agreement.
 - Appointment with tenure shall only be available to faculty who have reached the title of Associate Professor.
 - Section 3: Eliminate the ability of the faculty on a leave to accept an administrative position unless consistent with DPC procedures.
 - Section 3(e) – Eliminate the requirement that President should meet with the CFPC on any candidates upon which they disagree.
 - Section 4: Eliminate Voluntary Transfer to a New Department
 - Section 5: Board can hire a faculty member with tenure.
 - Section 6: If not granted tenure, their employment ends the following August 31st of the sixth year. Eliminate the reason for denial.
 - Section 9: Eliminate Reduction in force
 - Eliminate Recall
 - Define the gross misconduct clause to include poor teaching, teaching evaluations.
 - Add New Section: Post Tenure Review
- Article 13: Seniority: Add: Seniority, for layoff purposes, shall be determined by the number of years of full-time service in a discipline, e.g., a tenured faculty member with 20 years of service in the History department cannot replace a person with 15 years of service in the Mathematics Department.”
 - Section 1: make it “with regard to rank”
 - Section 5: Add ability for administration to increase course cap size.
- Article 14: Workload
 - Section 1: Librarians to have ten (10) vacation days. Work week is forty 40 hours and 210 days per year. Include language that NTTA have 12 credit hours, instead of the 9 applicable to tenure track.
 - 1(a) – Faculty who do not have active scholarship and or service may be assigned an additional three (3) credits.
 - (c) All Tenure Track Faculty
 - Tenured faculty who do not have active scholarship and or service may be assigned an additional three (3) credits.
 - Take out “Library faculty shall be guaranteed thirty overload days per year and may be granted additional twenty overload days beyond a total of thirty based upon the staffing needs of the library with approval of the Dean. Library faculty shall have priority in the assignment of any additional overload.”
 - 1(d): Insert: “Each faculty member is expected to maintain an active research, scholarly agenda, which, in addition to classroom instruction and office hours, would require faculty to be present on campus during the semesters.”

- Add: In addition to professional activities, at the beginning of the semester all faculty shall provide the dean a scholarship service plan
 - 1(e) take out “administrative assistance”
 - Take out online exception.
 - Eliminate section (e) Non-Unit Part Time Personnel
 - Section 2: Eliminate the taking of consideration of place of residence, state of health and seniority when assigning workload.
 - Add: A faculty member who is underloaded shall receive a prorated amount of compensation for that semester or academic year in which he or she is underloaded.
 - Section 3: Eliminate the provision that reassigned workload to other campuses shall not count against the Department’s cost income ration. Eliminate overload provision. Eliminate Underload. Eliminate library faculty overload. Eliminate underload makeup.
 - Section 3(a)(ii)(1): Add that the Professors may teach at another LIU Center at the discretion of the University. Eliminate: Such assignment shall be subject to a department limit of 3 credits/fulltime faculty member, and to a Campus-wide limit of the 250 credits per semester.
 - Eliminate the provision that states teaching in another center for more than 12 credits for more than 2 semesters triggers the Initial Appointment process.
 - Section 3(c): Add All “Tenured” Faculty
 - Section 4: Eliminate the lab supervision as part of workload and graduate thesis supervision. Eliminate teaching credit for field experience supervision. Delete Class Enrollment section.
 - 4(a): No more than six (6) credits will be given for the supervision of six or more theses in any one semester.
 - Add: At the end of the semester, all faculty shall submit a report indicating the scholarly and service activities completed.
 - Section 5: Eliminate Maximum Class Size
 - Section 6: Add: If a syllabus is not added by a faculty member two (2) weeks prior to registration the dean with the assistance of the chairperson, will add a syllabus appropriate for the class.
 - Section 7: Eliminate Interdisciplinary Teaching
- Article 15: Released Time: Eliminate the ability to get release time for committees. Eliminate research money. Eliminate funds for individual research projects. Eliminate release time for doctoral instruction.
 - Section 3(b): Eliminate the teaching load being six credits per semester.
- Article 16: Leaves:
 - Remove the number of minimum sabbaticals. Remove exception to the iii – sabbatical. Change the pay for sabbaticals to 50% and 75%. Remove repeated sabbaticals 7 years later. Unpaid leaves cannot count towards sabbatical. Eliminate the Sabbatical Committee. No minimum faculty development leaves. No more banking for Library

- faculty. If a sabbatical involves compensation, the recipient of the 1 semester or 2 semester sabbatical shall not be compensated by the University.
- Section (1)(b) – No sabbaticals unless you have tenure. No earlier sabbatical leaves until after 3rd/4th year of tenure (10 years).
 - If they decline to apply for sabbatical – leave Persons who decline to apply for sabbaticals...
 - Add: “Except that no two (2) sabbaticals may be taken without at least ten (10) years full-time service between them. Only two (2) sabbaticals may be taken in total.
 - Section (1)(d) – Add into the Review Procedures:
 - “Review of legitimacy of purpose shall include but not be limited to consideration of the following factors: a detailed plan and expected product of the sabbatical; measurable deliverables; the extent to which the sabbatical project is connected to the applicant’s scholarship and expertise, the demonstrated strategy or rationale for the proposed project and its completion; logistical considerations; the extent to which the proposed project requires a sabbatical leave to be completed; and the benefit to the applicant and to the University.”
 - Add: Denied sabbaticals cannot be resubmitted without permission from the Vice President for Academic Affairs.
 - Section 1(f) – Add “Failure to file the sabbatical report within sixty (60) days of the completion of sabbatical leave shall make the faculty member ineligible for promotion or future sabbaticals or discretionary leaves.
 - Section 2: Delete entire section
 - Section 3: Revert to NYC/NYS sick leave
 - Section 4 Remove Maternity Leave/Childcare
 - Section 5 eliminate VPAA language. Eliminate the ability to work for NYSUT and return.
 - Eliminate “normally” and require 4 months’ notice for Unpaid Leave notice. Not to exceed one academic semester.
 - Add: “Such unpaid leave of absence shall be subject to the approval of the President and shall be based upon a demonstration of hardship unless such leave is for a unit member on grant or fellowship funded leaves as specified in (b) below.”
 - Section 6: Eliminate the accrual while out on childcare leave.
- Article 17: Academic Year, Vacations and Recesses
 - Section 1: Eliminate the faculty consultation on academic calendar. Eliminate recognized recesses. Committee s can meet in summer for business matters at the request of BOT.
 - Section 2: Make Library Faculty vacation equal to administrative vacation (10 days).
 - Article 18: Salary
 - Proposed:
 - September 1, 2022 – +1%
 - September 1, 2023 – +1%
 - September 1, 2024 – +1%

September 1, 2025—+1.5%

September 1, 2026—+1.5%

- Add: Faculty hired on or after September 1, 2023, shall not be entitled to a promotional increase of 2% upon the attainment of a higher rank.
 - Add: A newly appointed faculty member may receive a salary in excess of the required minimum rate at the option of the Administration.
 - Article 19: Fringe Benefits:
 - Proposed:
 - Contributions to the HDP shall be as follows:
 - January 1, 2023 – 20%
 - Contributions to the core plan shall be as follows:
 - January 1, 2023 – 22%
 - Contributions to the Tier 1 plan shall be as follows:
 - January 1, 2023 – 25%
 - Contributions to the Tier 2 plan shall be as follows:
 - January 1, 2023 – 30%
 - Full-time faculty hired on or after September 1, 2023 shall have 7%, rather than 8% of compensation in excess of \$400 contributed into the appropriate retirement funds.
 - Full-time faculty hired on or after September 1, 2023 shall not be entitled to tuition assistance.
 - There shall be no early retirement for full-time faculty hired on or after September 1, 2023.
 - Eliminate the insurance committee
 - Section 1(a):
 - Eliminate the mandatory Retirement Account Full-time faculty participation.
 - Faculty contributions change from 5% to 2.5%. Matching contributions two years after continuous employment. LIU will contribute 5%.
 - Full-time faculty hired after 2017 – two year waiting period, and are required to contribute 4% of pay in order to receive a LIU match of 8%.
 - Section 1(c-e): Eliminate Pre-Retirement Sabbatical; Eliminate early retirement; Eliminate Normal Retirement options
 - Section 4: Eliminate Death Benefits
 - Section 5: Renegotiate Medical Benefits %
 - Section 7: Long Term Disability Benefits' costs will be 100% borne by the employee
 - Section 8/9/11/12: Eliminate Tuition Assistance; Emergency Loan and Salary Advance; Doctoral Leaves; Tuition Exchange Program
- Article 21: Professional Responsibilities
 - Section 1: Primary Professional Employment:

- Delete Successor Clause.