



LONG ISLAND UNIVERSITY

Memorandum of Agreement

September 14, 2022

This Memorandum of Agreement (“MOA”) is entered into on September 15, 2022 between Long Island University (“LIU”) and C.W. Post Collegial Federation (“Collegial Federation”), Local 3517, New York State United Teachers, American Federation of Teachers, AFL-CIO:

WHEREAS, Long Island University (“LIU”) and the C.W. Post Collegial Federation (“Collegial Federation”) entered into an Agreement (“Agreement”) from September 1, 2011 through September 4, 2016, extended by agreement through September 1, 2019, and further extended to August 31, 2022, and incorporating side letters dated October 18, 2017 and February 22, 2018;

WHEREAS, the Agreement expired on August 31, 2022;

NOW, THEREFORE, except as modified below, all terms and conditions set forth in the predecessor collective bargaining agreement expiring August 31, 2022, and all its extensions and side letters, shall remain in full force and effect by the parties for the period September 1, 2022 and thereafter.

1. Term of CBA:
September 1, 2022-August 31, 2027
2. Article I. University-Union Relationship

Section 1. Purpose.

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

Section 2. Recognition

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

INCLUDED: All full-time professors, associate professors, assistant professors, instructors, visiting faculty of these same ranks, professional librarians, and research assistants and research associates

employed and funded by the Long Island University through its Post Campus. Any member of the full-time faculty who remains on a faculty contract and who accepts release time as compensation for administrative work will remain in the bargaining unit.

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

Section 4. Reservation of Administration Rights.

Add: Training: The Administration reserves the right, and after consultation with the Collegial Federation, to conduct, but not be limited to, mandatory training and take other actions to ensure compliance with all federal, state and local laws such as Title VII and Title IX. All training will be conducted during fall and spring semesters.

2a. Article 2. Definitions

Faculties

Reference to faculties herein shall include the faculty of College of Liberal Arts (including School of Humanities and Social Sciences and Polk School of Communications); College of Science (including School of Natural and Life Sciences and School of Engineering, Computer Science and Artificial Intelligence); College of Arts, Communication and Design (including School of Performing Arts, School of Visual Arts, and School of Film and Digital Media); College of Management (including School of Business, School of Professional Accountancy; and School of Entrepreneurship and Innovation); School of Health Professions and Nursing; The Roosevelt School; College of Education, Information and Technology (including Palmer School of Library and Information Sciences and School of Education).

3. Article 6. Peer Evaluation – Faculty Personnel Committee

Section 3(b) Replace with:

Effective for the Fall 2023 semester, each department shall promulgate a comprehensive statement of the composition, rules, and procedures of its Personnel Committee by September 30th, which shall be approved by the Campus Faculty Personnel Committee and the Administration. Each committee shall determine according to circumstances and relevant factors of each department, the applicability of whether only tenured faculty shall participate in the decision-making process concerning tenure and only faculty at a particular rank or higher shall participate in the decision-making process of promotion to that rank.

4. Article 7. Personnel Files

PERSONNEL FILES

Add sentence to the beginning of first paragraph. The University shall maintain two (2) personnel files for each faculty member: a personnel file, and a human resources file.

Replace second sentence of the first paragraph with: No other file, other than the personnel file and the human resources file contained in this Article shall be used by the University in the evaluation of a unit member with respect to any personnel action. Both files shall be confidential except as modified here.

ADD: Section 4. The Human Resources File

The Office of Human Resources shall maintain a human resources file. A faculty member will have reasonable access to their file, will be notified when a letter is placed in their file and be afforded the opportunity to respond. All provisions of Sections 2 and 3 of this Article shall apply to the human resources file.

5. Article 8. Departmental Governance

Section 2. Chairpersons. Replace entire section with:

- (a) The Dean will afford the faculty of a Department the opportunity to consult with him or her with respect to the appointment of a Department Chair. The faculty members of the Department may, if they choose, provide oral or written suggestions and recommendations to the Dean regarding the needs of the Department and potential candidates for Chair. The faculty members of the Department may, if they choose, nominate a candidate and provide an oral or written recommendation to the Dean. 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 the opportunity to meet with the candidate and provide their suggestions and recommendations about the candidate. Subsequent to such consultation, the Dean, with the approval of the Vice President for Academic Affairs, shall appoint the Chair. The appointment will be made by the end of the spring semester prior to the fall in which the chair begins his or her three year term. 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 failure to follow the procedures set forth herein.
- (b) The Dean shall give priority in consideration to candidates for Chair who are tenured members of the Department. In the event of an outside candidate, he or she must have a terminal degree in a field or closely allied discipline in the Department, as well as teaching and research experience in the field, as defined by Department faculty. An outside candidate must demonstrate the ability to teach two or more courses that are part of the Department's curriculum.
- (c) The position of the 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.
- (d) A faculty member who is appointed as Department Chair shall maintain his or her faculty appointment. In his or her 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.
- (e) If the faculty member agrees to serve as Chair, the Administration shall determine the stipend and release time, if any, to be received by the Chair, who reports to the Dean in all matters related to his or her role, duties, and responsibilities as Chair.
- (f) 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.
- (g) The provisions herein pertaining to Chairs shall be effective for appointments of Chairs for the academic year beginning September 1, 2023 and new Chair appointments shall be made for that academic year. The terms and conditions pertaining to Chairs in the 9/4/16 to 8/31/22 CBA shall remain in full force and effect for any Chair serving prior to the effective date of this section.

6. Article 9. Initial Appointment.

Section 1. Minimal Qualifications. Modify (b), (c) and (d):

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

(c) Associate Professor -- The terminal (doctorate) degree, an equivalent degree, or be deemed to have acceptable postgraduate training and experience, as specified in the written criteria developed by the Department, and approved by the Administration; and three (3) years college level teaching experience in the rank of Assistant Professor or higher. Evidence of scholarly publications or research activities or recognition in the performing or creative arts or significant professional accomplishments.

(d) Professor -- Terminal (doctorate) degree, an equivalent degree, or be deemed to have acceptable postgraduate training and experience as specified in the written criteria developed by the Department, and approved by the Administration; minimum of eight (8) years college level teaching experience with four (4) of those years in rank as Associate Professor or Professor. Evidence of scholarly publications or research activities or recognition in the performing or creative arts or significant professional accomplishments.

Section 8(ii). Non-tenure Track Appointments. Replace 8(b)(ii) with:

Effective upon ratification, non-tenure track faculty can serve up to a five (5) year initial appointment. Upon completion of the 3rd year of service, the reappointment and all subsequent reappointments for any current or future NTTAs shall be 3, 4, or 5 years in duration. Notice will be provided on or before May 1 of the year the renewal is to be effective.

7. Article 10. Reappointment

Revise Section 7:

Any appointee whose original appointment was not recommended by his/her Department Personnel Committee (DPC) or endorsed by the Campus Faculty Personnel Committee (CFPC) shall not be reappointed except upon the recommendation of his/her Department Personnel Committee. However, any original appointee who did not receive the recommendation of his/her DPC and/or CFPC may be reappointed upon written explanation by the VPAA to the DPC and CFPC.

8. Article 12. Faculty Security

Add Section 10. Post Tenure Review. – see Appendix A attached to MOA

9. Article 14. Workload

Section 1. Regular Teaching Workload.

(a) Tenure/Tenure Track Faculty (Change Title)

(b) Library Faculty

For librarians hired before September 1, 2022, the provisions of Article XIV, Section 1(b) as set forth in the CBA and MOA that will expire on August 31, 2022 shall continue to apply. All remaining provisions of the CBA remain applicable to Library Faculty and are unchanged.

For librarians hired after September 1, 2022 the foregoing provisions shall apply:

For librarians, the work year shall be September 1 through August 31. Except for vacation periods as specified in Article XVI Section 2 (g), librarians shall be available for assignments through 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 (35) hours.
- (b) Assignment of duties by the Chair and approved by the Dean shall be in keeping with 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 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 counted as 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 the Libraries, a faculty member may teach a credit-bearing course on base load in an academic department.

....

(d) General

First Paragraph should read:

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

Section 2(d) Assignment of Workload.

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

Section 5. Maximum Class Size

Replace section 5(a) with: English 1 and 2 shall not exceed 25 students. For all other classes, 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.

Section 7. Interdisciplinary Teaching. Eliminate.

10. Article 15. Released Time.

Section 2. Allocation. Effective Spring 2023 semester, eliminate release time for College Curriculum Committee and Academic Standing Committee.

11. Article 16. Leaves.

Section 2(c) Faculty Development Leaves. Replace with:

(c) Faculty members who apply for a Faculty Development Leave require the recommendation of their Department or the CFPC, and the approval of the Administration. The Administration shall assure that a fair distribution of leaves is made among applicants with regard to departmental affiliation.

12. Article 17. Academic Year, Vacations, and Recesses.

Section 3. Library Faculty. Eliminate for members hired after September 1, 2022.

ADD new Section: During the 2022-2023 academic year the parties will work towards instituting a fifteen (15) week semester starting Fall 2023.

13. Article 18. Salary

Minimum salaries for each rank shall remain unchanged through the contract term.

Section 1. Base Salary Increase.

Except as set forth herein, all salary and wage rates set forth in Article 18 for base salary and overload shall be increased as follows:

- **September 1, 2022 2.75%**
- **September 1, 2023 2.75%**
- **September 1, 2024 2.5%**
- **September 1, 2025 2.5%**
- **September 1, 2026 2.75%**

Modify Section 11. Compensation for Chairpersons.

Add new sentence at beginning of section: "This section only applies to Chairpersons elected prior to September 1, 2022."

14. Article 19. Fringe Benefits.

- Contributions to the HDP shall be as follows:
 - January 1, 2023 18% (2023), 19% (2024), 19% (2025), 19% (2026), 20% (2027)

- Contributions to the core plan shall be as follows:
 - January 1, 2023 21% (2023), 21% (2024), 21% (2025), 22% (2026), 22% (2027)
- Contributions to the Tier 1 plan shall be as follows: *Only eligible if hired before 12/31/2015
 - January 1, 2023 23% (2023), 24% (2024), 24% (2025), 25% (2026), 25% (2027)
- Contributions to the Tier 2 plan shall be as follows: *Only eligible if hired before 12/31/2015
 - January 1, 2023 27% (2023), 28% (2024), 29% (2025), 30% (2026), 30% (2027)

15. **Article 21. Professional Responsibilities**

16. **ADD new Section: Information requested by accreditors and governing bodies must be verified for accuracy with the VP of Academic Affairs.**

17. **Article 22. Grievance Procedure and Arbitration**

Section 4.a(i)

The parties agree to review the current list of Arbitrators. The existing list remains in place until the parties enter into a written agreement modifying such list.

18. **Article 28. Facilities.**

Eliminate the word Centrex.

19. **Article 15. Released Time:**

Add: "The Administration shall notify all faculty of the scheduled release time for the upcoming semester no later than 30 days prior to the start of the semester."

20. **New Article 33 (XXXIII) - Center for Teaching and Learning:**

Effective September 1, 2023, LIU will create a Center for Teaching and Learning (CTL) on the Post Campus. The CTL will support faculty and students across the University to advance excellence and innovation both in and outside of the classroom. The CTL will foster a culture of innovative teaching and learning through various services, programs and resources that promote inclusive, learner-centered and research-based pedagogy. Center services may include teaching consultations and support with respect to course planning, development of innovative teaching pedagogies, and creating engaging learning experiences. Programing at the Center will include events, workshops and orientations. Additionally, the CTL will address the development of digital innovations in teaching and learning to advance best practices in digital pedagogy. CTL staff may be available to support pedagogical needs related to student athletes and students with learning support accommodations (e.g., proctoring exams in the case of makeup exams resulting from athletic travel and extended time resulting from learning support accommodations).

For The Federation:

For The University:

_____ **Date:** _____

_____ **Date:** _____

