

Memorandum of Agreement

Between NYIT and AAUP at NYIT

October 18, 2017

All terms and conditions of the current CBA continue except as modified below:

1. **Duration:** September 1, 2017 to August 31, 2022

2. **Salaries:**

	Year 1	Year 2	Year 3	Year 4	Year 5
September	2% lump	1.5% lump	1.25% lump	2% base	2% base
March	1% base, with minimum of \$1,000	1.5% base	1.75% base	1% base	1% base
March Pool	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000

3. **Additional compensation:**

Additional Compensation:

- a. Effective September 1, 2017, for each academic year commencing September 1, 2017, and September 1, 2018, if gross tuition and fee revenue (including tuition and fee revenue from the medical school) ("Gross Tuition Revenue"), as determined by a comparison of Audited Reports of the University for that academic year commencing September 1st with the preceding academic year, increases by 3.000%, a pool equivalent to 1.0% of total base salaries as of August 31 of the preceding academic year of all AAUP members will be made available for distribution equally among active AAUP members by March 1, of the next academic year. For each 1.000% over and above 3.000%, the additional dollars contributed to the pool will be increased by 0.5% of total base salaries of all AAUP members. For example, if Gross Tuition and Fees Revenue increases by 4.025% for the 2017-18 academic year over the 2016-17 academic year, then a pool equivalent to 1.5% of total AAUP member base salaries as of August 31, 2017 will be made available for distribution by March 1, 2019.
- b. For each academic year commencing September 1, 2019, and September 1, 2020, and September 1, 2021, if Gross Tuition Revenue, as determined by a comparison of Audited Reports of the University for that academic year commencing September 1st with the preceding academic year, increases by 3.000%, a pool equivalent to 1.5% of total base salaries as of August 31 of the preceding academic year of all AAUP members will be made available for distribution equally among active AAUP members by March 1, of the next academic year. For each 1.000% over and above 3.000%, the additional dollars contributed to the pool will be increased by 0.5% of total base salaries of all AAUP members.

- c. Additionally, effective September 1, 2020, if the net tuition revenue (gross tuition and fees less scholarships and fellowships as reported in the Audited financial statements) ("Net Tuition Revenue") increases an average of 3.000% per year for each of fiscal years 2018, 2019 and 2020 as compared to each of their preceding years, all AAUP members will receive an increase, effective March 1, 2021, of 0.75% in base pay in effect on August 31, 2020. For each 1.000% over and above 3.000%, the base pay of each AAUP member will be increased, effective March 1, 2021, by an additional 0.25% of the salary in effect on August 31, 2020. These payments shall be determined by a comparison of audited financial reports of relevant prior years by the university no later than January 15, 2021. For example, if the year to year Net Tuition Revenue increase from FY 2017 to FY 2018 is 4.150%, the increase from FY 2018 to FY 2019 is 2.750%, and the increase from FY 2019 to FY 2020 is 3.100%, then the average increase is 3.333%, and an additional base pay increase of 0.75% of the salary in effect on August 31, 2020 will go into effect on March 1, 2021.
- d. Effective September 1, 2023, if the Net Tuition Revenue increases an average of 3.000% per year for each of fiscal years 2021, 2022 and 2023 as compared to each of their preceding years, all AAUP members will receive an increase, effective March 1, 2024, of 0.75% in base pay in effect on August 31, 2023. For each 1.000% over and above 3.000%, the base pay of each AAUP member will be increased, effective March 1, 2024, by an additional 0.25% of the salary in effect on August 31, 2023. These payments shall be determined by a comparison of audited financial reports of relevant prior years by the university no later than January 15, 2024.

4. **Promotional Increments:**

Effective September 2017 the Promotional Increments set forth in Article VIII shall be increased to:

- a. \$7,000 for promotion to Assistant or Associate Professor (or equivalent), and
- b. \$10,000 for promotion to Professor (or equivalent).

5. **Honorary Ranks:**

Effective September 1, 2017 the honorary ranks of Distinguished Professor and University Professor shall be established, with the complement of full-time faculty in each rank not to exceed three (3) per annum, and with service by a faculty member in each rank not to exceed three (3) academic years. The President shall appoint the faculty who shall serve in those ranks in the succeeding academic year on or before May 31st of each academic year, with the faculty member serving in those positions receiving a stipend of \$10,000 per annum during the appointment.

6. **HealthCare (effective January 1, 2018):**

Contribution Rates

	Year 1	Year 2	Year 3	Year 4	Year 5
Out of Network	20%	20%	20%	25%	25%
Premier	15%	15%	15%	17%	18%
HD/HSA	5%	5%	5%	5%	5%

NYIT Annual Contribution to Health Savings Account

	Year 1	Year 2	Year 3	Year 4	Year 5
Employee Only	\$1,250	\$750	\$750	\$750	\$750
Employee + 1	\$2,000	\$1,500	\$1,500	\$1,500	\$1,500
Employee + Family	\$2,900	\$2,400	\$2,400	\$2,400	\$2,400

Plans as per attached Exhibit A.

7. **Medical Benefits:**

- a. The number of visits allowed for Physical Therapy, Occupational Therapy, Speech Therapy, and Chiropractic services shall be increased from 20 to 40.
- b. Non-custodial medical home health aide visits shall be provided, with up to forty (40) four (4) hour visits.

8. **Dental Insurance:**

Effective January 1, 2018 implants will be covered and the yearly individual maximum will be increased from \$2,500 to \$5,000.

9. **Life Insurance:**

The amount of life insurance shall be equal to twice the base salary of the member to a maximum of \$225,000 to age 60. At age 60 the amount of life insurance will be reduced by 35% to a maximum of \$146,250, until age 65. At age 65 the amount of life insurance will be reduced by 50% to a maximum of \$112,500, until age 70. At age 70 the amount of life insurance will be reduced by 65% to a maximum of \$78,750.

10. **Sick Leave/Short Term Disability/Long Term Disability**

The provisions on Sick Leave, Short Term Disability, and Long Term Disability will be amended as provided below

9. Sick Leave

- a. Full-time faculty, librarians, and professional staff shall earn one paid sick leave day for each month of employment in an active status. Full-time employees will be deemed on "active status" for 12 months of the year, including winter and summer breaks between terms. However, "active status" will not, for this purpose, include any time on a medical or other leave of absence.

- b. Employees who retire after twenty (20) years of continuous employment shall be entitled to receive one-half ($\frac{1}{2}$) of their accumulated unused sick leave, not to exceed forty-five days. For purposes of this Paragraph b. a day of sick leave shall be calculated at the rate of 1/190th of the employee's salary. If a retirement-eligible employee dies while in service to NYIT, his/her spouse shall receive unused sick pay up to that amount allowable had the employee retired.
- c. Paid sick leave shall be determined by the Institute by a review of time records submitted by each member of the bargaining unit or by their Chair or department head of the member. Updated files will be maintained in the Payroll Office.
- d. NYIT may require bargaining unit members who are absent due to illness or injury for longer than seven calendar days to submit proof of illness to the Office of Human Resources. NYIT may also require employees who are out for six months or transitioning to long term disability to have a case review or be examined by independent medical providers selected by NYIT.
- e. Beginning on September 1, 2002, full-time bargaining unit members are entitled to accrue sick leave up to a maximum of six (6) months. Any individual, who has already accrued sick leave in excess of six months as of the foregoing date, will retain that excess amount. However, that individual will not accrue any additional sick leave in excess of six (6) months. A faculty member will not be required to use sick leave if he/she becomes capable of returning to work after the semester commences if NYIT elects not to assign him/her to teach or perform other duties, appropriate to his/her qualifications and responsibilities for that semester.
- f. If the illness of a bargaining unit member extends beyond six (6) months, he/she will be placed on long-term disability. During any period of long-term disability, a bargaining unit member must use accrued sick time to supplement disability payments. Any sick time used in this fashion shall be subtracted from the sick leave available on retirement. The positions of tenured faculty members and professional staff with seven or more years of service will be held open until they are able to resume their full duties (or other duties appropriate to his/her qualifications and responsibilities for that semester) have been on a combined sick leave for a period of 18 months or until they inform the Administration of their intention not to return, whichever is earlier. A faculty member may seek a waiver of this provision for good cause shown. A faculty member may not be terminated under this provision until he/she has used all of his/her sick leave. A faculty member terminated under this provision will have priority for any open positions in his/her field. The positions of untenured faculty members on term contracts and professional staff with less than seven years of service will be held open for the terms of their appointments, but no longer than 18 months.

10. Short-Term Disability Benefits

- a. Short-term disability benefits are provided in compliance with New York State law, to replace, in part, salary lost due to illness or injury sustained off the job. Absences from work of more than seven (7) calendar days due to illness or injury should be promptly reported to the Office of Human Resources and a Disability Benefits Claim form must be completed by the employee and by his/her physician. The claim form with both the employee and physician sections completed must be returned to the Office of Human Resources for processing.
- b. Benefits are payable beginning with the eighth consecutive day of absence due to illness or injury. The employee (or NYIT if the employee is receiving his or her full salary) will receive statutory benefits amounting to 50% of the average weekly wages (based on the last eight weeks of employment), with a maximum as set forth by New York State law, for a maximum of 26 weeks. An employee may not receive more than 26 weeks of benefits during any 52 consecutive weeks, regardless of the number of periods of short-term disability he/she may have during this period.
- c. Members must use any accrued sick time during a sick leave. If the member (or NYIT) is receiving state disability benefits, the accrued sick or vacation time will be used to supplement the disability payments up to the member's base rate of pay.
- d. Claims for Short-Term Disability Insurance benefits must be filed within thirty (30) days of the onset of illness or injury. If the employee does not file, NYIT will retroactively charge sick or vacation time from the first day the employee was out until the sick or vacation time is exhausted.

11. Long-Term Disability Insurance

Long-term disability insurance benefits ("LTD Benefits") in the amount of 66.66% of the member's total monthly base salary with a maximum payment of \$7,000 per month, as described in the Summary Plan Description on the NYIT website, and available in the AAUP office, are available for those members who are disabled for six months and who satisfy the insurance carrier's disability determination. Members are eligible for this insurance effective the first of the month following one complete year of employment.

Eligible employees who anticipate that their disability will last for longer than six months must apply for LTD Benefits. During any period of long-term disability, a bargaining unit member must use accrued sick time to supplement long-term disability payments not to exceed the member's base rate of pay. Any sick time used in this fashion shall be subtracted from the sick leave available on retirement.

11. Bereavement days:

Five (5) days following the death of an immediate family member, defined for this purpose as a spouse, child, parent, or sibling. Three days following the death of a grandparent or parent-in-law.

12. ISRC ELH Allocation and Allocation of additional discretionary ELH to Deans.

Amend Article XV. 3 to read: "NYIT will annually make available at least \$300,000 in funding and release time for the support of scholarship. Tenured, tenure-track faculty and AAUP full-time professional staff can apply to receive an institutional grant of these funds. The deadline for applications will be early in the fall semester and the total amount of funds available for application will be announced prior to this deadline.

Applications must include basic information requested by the Office of Academic Affairs as well as a two-page (double-spaced) proposal (plus any supporting material the applicant wishes to include), an up-to-date curriculum vitae, and a report on the results of the most recent previous such grant awarded to the applicant.

Applications will be reviewed by a committee of at least five faculty members. This committee will be appointed by the Provost, who will designate one of the committee members as committee Chair. To the degree practicable, committee members will be active scholars or creative artists, tenured, representative of the different scholarly/creative approaches at NYIT, and will have themselves previously received an internal or external grant. To the degree practicable, at least two committee members should be new each year, and at least two should be experienced committee members. The committee will recommend how the funds available should be allocated among the applicants, with the PVPAA making the final decision.

Additionally, the Provost and Vice President of Academic Affairs will provide at least 50 ELH of release time to the academic Deans, proportional to the amount of scholarship produced by each school the previous year. The Deans will award release time to tenured and tenure-track faculty members who are actively engaged in scholarship and need the additional time for their scholarship. At the end of each semester, the Dean will report to the PVPAA how these ELH were allocated.

13. Definition of "Regular part-time professional staff"

Definition of regular part-time professional staff: (Article I, xiii) The definition shall now read: "... full-time members of the academic-ranked professional staff, and who have worked an average of fifteen (15) hours per week at the Institute for three (3) consecutive years or more."

14. Two –Campus Work Assignments (Article VIII, Section 8)

Any faculty or professional staff member assigned to two or more campuses on the same day shall receive \$60.00 for each day in lieu of expenses, subject to any tax withholdings required by IRS regulations. (Increased from \$30 to \$60)

15. Domestic Partnership Benefits

Article IX, 1. (Domestic Partnership Benefits) shall be deleted effective December 31, 2017.

16. Clinical Faculty

- a. Delete maximum of 10 from Article XIV. 4, and replace with: “The number of clinical faculty lines shall be limited to a maximum of 30% of the total number of full-time faculty lines in the School of Health Professions.”
- b. Add the following provision: A faculty member wishing to change his/her career track from tenure track to a clinical faculty line must declare his/her intention before May 31 of his/her fourth academic year of service. Such application for a clinical faculty line will be considered a new faculty appointment application and be subject to review by the DPC or SPC if there is no DPC.

17. Instructional Faculty

A new section will be added to Article XIV providing for Instructional Faculty, as set forth in **Exhibit B**.

18. VP Medical Affairs

Throughout the CBA, insert the VP Medical Affairs, rather than the Provost, as the approver for School of Health Professions faculty issues and tenure.

19. Adjunct Salaries

An increase of \$2.00 per ELH, applied each year of the contract, to the adjunct/overload rate.

20. Minimum Starting Salaries

		Librarian I	\$ 55,000
Assistant	\$ 68,000	Librarian II	\$ 60,000
Associate	\$ 74,000	Librarian III	\$ 65,000
Professor	\$ 82,000	Librarian IV	\$ 75,000

Any bargaining unit member already employed by NYIT whose salary is less than the above guidelines for his/her rank shall have his/his salary increased to the minimum.

21. External Evaluations

Article XIII.6 will be amended to provide that the Chair of the DPC or SPC, if there is no DPC, will be copied on all communications between the department chair and the external evaluator.

22. Email

Union members who retire will retain their NYIT email address, and will be instructed on how to migrate their email account to the gmail server.

23. Parking

The AAUP will be provided one reserved parking spot in the Salten Hall lot, or if the AAUP office moves, in an available location reasonably near to the AAUP office.

24. Presidential Tenure Appointments

Article XIV.3, Presidential Appointments, will be revised to increase the maximum number of presidential appointments with tenure to four (4) per year.

25. Regular Faculty Reviews

To be added as section XVIII.6, "Regular Reviews of All Full-time and Part-time Faculty," renumbering subsequent sections as appropriate:

In accordance with Standard III, Criteria 2.e of the Middle States Commission on Higher Education Standards for Accreditation, all academic departments will have written, disseminated, clear, and fair criteria, as well as expectations, policies, and procedures for reviewing all full-time and part-time faculty on a regular basis. Complete documentation of faculty review criteria, policies, and procedures for all departments will be maintained in the Office of Academic Affairs.

For example:

- Institution-level goals are supported by colleges and schools in their strategic plans, and goals from those plans are shared with departments and individual faculty.
- Faculty discuss with chairs how their work in the coming year will support departmental goals and what resources they will need.
- At the end of the year, the chair and faculty member will review their progress, note how well resource needs were met in support of the faculty member's goals, and the process will repeat itself.
- These reviews remain as conversations between the chair and the faculty member, but aggregated details can be used to highlight faculty accomplishments and to prepare budgets and capital requests.

26. Librarians/Professional Staff

Revisions will be made to various CBA provisions concerning Librarians and other Professional Staff, as set forth on Exhibit C.

27. Distance Learning

The Provost and the AAUP Chapter Presidents will appoint a committee to review Distance Learning at NYIT, with the committee to make initial recommendations by January 2018, and final recommendations during the Spring 2018 term. The provisions of Article X. f (Distributed Learning Sections) will be modified in accordance with the committee's final recommendations. If the committee's recommendations are not adopted by the end of the Spring 2018 term, then Distance Learning courses will no longer be offered, except for online and blended courses.

28. Health Care Benefits Parity

In the event that NYIT elects to provide health care benefits (i.e. medical, dental and vision plan benefits) generally to the non-AAUP NYIT staff (including, without limitation NYIT administrative staff) which are more favorable to the employee than the benefits provided under the AAUP CBA, then, no less than 90 days prior to implementation, NYIT will provide AAUP notice of the change and the option of having such change(s) apply to AAUP members as well.

29. Teaching Load

Effective September 1, 2022, the base teaching load for tenured and tenure-track faculty will be reduced from 21 ELH to 18ELH.

30. Faculty Personnel Committees

Amend Article XVI. 3. (Explanation of Terms) by deleting the space separating "Initial review of candidates for retention, promotion and tenure." and "The recommendation of the DPC shall be made to the appropriate SPC."

The text shall now read "2) Initial review of candidates for retention, promotion and tenure. The recommendation of the DPC shall be made to the appropriate SPC."

31. Teaching Load

Amend Article X Participation

1. d Teaching Load. Insert as a new 3) "Restrictions on teaching loads do not apply during the summer sessions or winter intersessions." and renumber the remaining subsections of d.

32. Criteria for Reappointment, Tenure and Promotion.

Amend Article XVIII. 6i by adding "provided that the faculty member may request to have newly-adopted criteria applied." Thus, 6i will now read "The criteria for evaluation of a given non-tenured faculty member shall not be changed during that candidate's probationary period, provided that the faculty member may request to have newly-adopted criteria applied."

AGREED

AAUP

NYIT

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