

AGREEMENT

Between

SYRACUSE UNIVERSITY

And

ADJUNCTS UNITED

August 18, 2011 to May 31, 2014

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ARTICLE I
Recognition Clause

Syracuse University recognizes Adjuncts United/ NYSUT as the sole and exclusive bargaining agent for all part-time non-tenure track faculty members teaching fewer than twenty-four (24) credit hours per academic year (excluding summer sessions) employed by the University on the University's Syracuse, New York payroll working in Syracuse, including part-time adjunct non-tenure track faculty members, and including such faculty members employed by University College, all professional schools, and all University part-time faculty teaching on-line instruction programs to students on the Syracuse campus.

Excluded are:

- All faculty members working full-time;
- All tenured and tenure-track faculty;
- Part-time instructors teaching at least the equivalent of twenty-four (24) credit hours per academic year;
- Retired tenured Syracuse University faculty;
- Visiting faculty (including professors, lecturers, visiting artists working appointments of one year or less, critics, and visiting instructors through the scholars rescue fund and similar programs);
- Online instructors who are located in foreign countries;
- Research faculty;
- Undergraduate students;
- Graduate assistants, teaching assistants, research assistants;
- Employees who have worked or are working in careers outside Syracuse University who teach in a part-time assignment, recruited and hired to serve a fixed term, renewable, non-tenure track contract and recruited specifically based on their extensive experience, distinguished careers and/or affiliation with a particular organization. The University will limit this list to forty five (45) positions. The designation of these positions will be at the start of the academic year and will be provided to the Labor Management Committee for discussion.
- Faculty members who work in a dual capacity for the University which specifically includes supervisory, confidential and/or managerial status;
- Temporary employees
- Field supervisors;
- Instructors of not for credit courses;
- Independent contractors as defined in the Management Rights Clause;
- Guards, managers, supervisors and confidential employees as defined in the National Labor Relations Act and;
- All other employees paid on the Syracuse University payroll.

These excluded employees shall not be covered by the provisions of the Agreement.

ARTICLE II
Definitions:

For the Purpose of this agreement:

1. "Part-time faculty member" shall carry the same meaning as "bargaining unit member", except as otherwise agreed to in the Recognition Clause.
2. For the purposes of the timelines in the grievance procedure, work days shall mean any day, Monday through Friday, excluding University holidays and designated Green Days.
3. A "Continuing" member of the bargaining unit is any bargaining unit member who returns to instructor status in consecutive years or who returns to instructor status within two (2) academic years of her/his last term as an instructor.
4. Appointments are continuous assignments, without breaks of longer than one academic semester.
5. Appropriate Administrator is an administrator designated by the school/college as knowledgeable in the part-time instructor's field of study and is usually from within the school/college and his/her immediate academic supervisor.
6. For the purpose of distributing merit increases, merit funds will be distributed by the academic responsibility centers, specifically by the schools and colleges listed below:
 - School of Architecture
 - College of Arts and Sciences
 - School of Education
 - LC Smith College of Engineering
 - David B. Falk College of Sport and Human Dynamics
 - School of Information Studies (iSchool)
 - College of Law
 - Martin J. Whitman School of Management
 - Maxwell School of Citizenship and Public Administration
 - Newhouse School of Public Communications
 - College of Visual and Performing Arts

ARTICLE III
Management Rights

Except as otherwise specifically provided herein and subject to terms of this Agreement, all rights, functions and prerogatives will remain vested in the Employer, including, but not limited to:

- The right to determine, establish, plan, direct and control the University's programs, curriculum, course offerings, objectives, activities, resources and priorities; and the right to exercise sole authority on all decisions involving academic matters including but not limited to decisions regarding what is taught, the mode of instruction and by whom instruction is delivered;
- The right to alter, reorganize, reduce, extend or discontinue any existing program, department, unit, school, college, facility and locale of operation;
- The right to address accreditation requirements;

- The right to introduce new standards, facilities or improved methods of instruction or assessment of student learning;
- The right to determine qualifications and to require reasonable standards of quality and performance, and standards to ensure the maintenance of order and efficiency; the right to evaluate part-time faculty;
- The right to provide staff development and educational opportunities;
- The right to hire, promote and demote, to displace employees for lack of work or other reasons as delineated in Article VII Faculty Appointments, to discontinue jobs, to assign employees within and across departments and terminate employment;
- The right to subcontract work, though while the University retains the right to subcontract work, the University agrees to make reasonable effort to avoid displacing bargaining unit members where subcontracting may eliminate jobs; any changes to current levels of subcontracting will be reported to the Labor Management Committee for discussion.
- The option not to hire or reappoint part-time faculty;
- The right to determine hours and schedule and assignment of work; and the right to establish or modify the academic calendars, including holidays and holiday scheduling;
- The right to make rules and regulations governing conduct and safety;
- The right to discipline or discharge for just cause.

ARTICLE IV **Union Rights**

1. Union Dues

With respect to any bargaining unit member on whose behalf the University receives a written authorization in a form agreed upon by the Union and the University, the University shall deduct from the wages of the bargaining unit member an amount equal to the member dues or agency fees and submit those monies to the treasurer of the Union by the 15th day of the month following the month in which the deductions were made. No deduction shall be made for any amount of money greater than one (1) month's member's dues or agency fees except in situations in which an error by the University needs to be corrected.

The University agrees to deduct from the salary of any bargaining unit member who is not a member of the Union, but who is represented by the Union for the purpose of collective negotiation, an Agency Shop Fee in an amount equivalent to the amount of dues payable by a member of the Union.

The University and Union agree that within sixty (60) days after commencing employment all bargaining unit employees shall have the option to become members of the Union and to sign authorization cards allowing the deduction of dues or to sign authorization cards to allow deductions from their pay equivalent to the Union dues in the form of Agency fees. Appointment letters shall include the preceding sentence regarding these options.

Errors made in Union dues or agency fee deductions resulting from errors made by the University will be corrected as necessary by the University. In no event will the University be required to fund any part of an individual's Union dues or agency fee or any part of the monthly submission of Union dues and agency fees to the Union.

The University shall provide an alphabetical list of names of all employees in the bargaining unit and noting the amount of the deduction from each employee from whose earnings the deductions were made with each submission of dues and/or agency fees monies each month. The University will provide this data electronically each month.

The Union shall provide the University written notification of the amount of its regular dues and agency fees to be deducted under the provisions of this article. If the amount of dues or agency fees is changed during the term of the Agreement, the Union shall provide the University the nature and effective date of the change in writing, no later than thirty (30) days prior to the change.

The Union shall indemnify and protect the University against all forms of liability and claims which may arise by reason of the University's compliance with this article.

2. Bargaining Information - The University shall provide to the Union annual financial statements and the annual budget of the University.
3. Unit Information - The University shall give the Union a list of the names, home telephone numbers (if available), home addresses, campus e-mail addresses and the accumulated seniority credits of all members of the bargaining unit who are currently teaching within six (6) weeks of the first day of classes for the fall term and spring term. Such list for the summer term(s) will be provided as soon as is practicable.
4. Use of Equipment -The University will not withhold reasonable access to copiers for Union representatives for the routine duplication of transactional materials such as, but not limited to grievance forms, disciplinary notices and correspondence between the parties. The parties agree to monitor such usage and amend practices as needed to continue to meet mutual interests.
5. Meeting Space - The University will provide access to campus facilities, upon request and approval, to conduct small meetings between union representative(s) and/or officer(s) and bargaining unit members within a School/College. If the duly elected or appointed Union President and other Union representatives work in the same academic department, the University will make reasonable effort to co-locate the President and other representatives in common office space.

Requests for meeting space to conduct meetings of large groups of employees or the full bargaining unit will be made to the Director of Staff Relations and Recruitment.

6. Campus Mail - The University will provide limited access to campus mail for the distribution of Union announcements upon request and approval of the Associate Provost for Academic Administration. The use of campus mail for the distribution of transactional materials (e.g. grievance forms or correspondence) between the parties is appropriate.
7. Union Representatives - The Union will provide the University with the names of representatives and their respective area of responsibility and contact information. The Union will provide this information at the beginning of each academic year and whenever changes take place.

The University will consider requests for Union business time for elected/appointed Union representatives to work on Union business when Union business, including but not limited to grievance hearings, employee disciplinary proceedings or arbitrations, cannot be scheduled for times other than when the representative is scheduled to be in the classroom carrying out teaching responsibilities at the University. Such requests must be made in writing to the appropriate administrator in each affected School or College with the intent of receiving permission prior to utilizing such time. The Union will make efforts to schedule such Union business time to minimize disruption to classroom teaching responsibilities whenever possible.

The University will not grant Union business time for meetings scheduled by an individual representative to handle day-to-day issues. It is expected that representatives will use time other than teaching time to address these issues.

Requests for union business time for elected/appointed Union representatives will not be unreasonably withheld. Total Union business time will not exceed 2 classes per semester in any teaching section for classes that meet 2 or 3 times per week and once per semester in any teaching section that meets once per week. Union business time will not exceed a total of twelve (12) hours per semester campus wide.

The University retains the responsibility for covering teaching duties missed when Union business time is granted when the request for time falls within the maximum time allowed per the labor agreement. It is the responsibility of the Union representative to cover teaching time missed when time granted is in excess of the maximum time allowed per the labor agreement.

8. Copies of Agreement - Copies of this Agreement shall be printed at the expense of the University as soon as is practicable, after the Agreement is signed by the parties. The University will provide Adjuncts United with copies of the Agreement in sufficient numbers so that the Union may distribute the contract to all members of the bargaining unit and to all new members subsequently employed. Additional copies will be made available to the Union as they are needed for distribution.

9. Parking - The University shall provide the Union with the opportunity to purchase one (1) service parking permit to be used at the discretion of the Union President within the bounds of the University Parking regulations.

ARTICLE V

Grievance Procedure

1. Grievance Procedure

1. Definition - A grievance is defined as a complaint by a unit member, group of unit members, or the Union that there has been a violation, misinterpretation, or misapplication of any provision of this agreement, except as specifically limited by this Agreement as to matters which are not grievable. Time limits may be extended only by the written consent of both parties.
2. Informal Resolution - The parties agree to use their best efforts to encourage informal and prompt resolution of grievances. The grievant is required to raise the issue with the school or college administrator(s) with responsibility and/or oversight for the grievant's area (e.g. supervisor, department chair, associate dean) as soon as possible after the event giving rise to the complaint, but no later than ten (10) working days after its occurrence. At the bargaining unit member's request, up to two representatives from the Union may participate. A Staff Relations representative may also participate at the administrator's request. The parties shall discuss the issue as necessary within the next ten (10) working days to ensure complete understanding and to attempt to resolve the grievance. The administrator will provide an answer within fifteen (15) working days of learning of the issue. If the grievant is not satisfied with the answer provided by the administrator, the grievant may initiate formal proceedings.
3. It is understood that any resolution of a grievance reached in the informal process shall be non precedent setting between the parties unless such a precedent is mutually agreed upon by the parties. Evidence of such a non-precedent setting resolution or settlement shall not be admissible in any subsequent arbitration.
4. Formal Proceedings - Any settlement between the University and the Union at any stage of the formal procedure shall be binding on the University, the Union and any grievant(s). Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be subject to any further processing under the grievance and arbitration provisions of the Agreement. This shall not preclude the grieving of different occurrences of matters of a like or similar nature. Failure on the part of the University to answer a grievance at any step shall not be deemed acquiescence thereto, and the grieving party may proceed to the next step in the grievance process.

Step 1 - No later than ten (10) working days after the receipt of a final answer at the informal step, the grievance must be filed in writing on a grievance form (Appendix C) with the Director of Staff Relations in the Office of Human Resources with a copy forwarded at the same time to the Union by the grievant. The grievance must cite the article(s) allegedly violated, misinterpreted, or misapplied, the date(s) of the events which are the subject of the grievance, the persons present at the events if applicable, the facts supporting the grievance, and the requested remedy.

The Associate Provost for Academic Administration, and/or designee(s), will meet with the grievant and Union representation to discuss the issue as necessary within the next fifteen (15) working days to ensure complete understanding and to attempt to resolve the grievance. The Associate Provost for Academic Administration and/or designee may request representatives from the school or college to participate in the discussion. The Associate Provost for Academic Administration and/or designee shall render a decision in writing with copies sent to the grievant(s), the Union and the Director of Staff Relations in the Office of Human Resources within five (5) working days after the conclusion of the meeting.

Step 2 - If the grievance is not resolved at Step 1, the grievant may submit the grievance in writing to the Director of Staff Relations in the Office of Human Resources within five (5) working days after the receipt of the decision in Step 1.

The Director of Staff Relations and/or designee and other University representatives as required will meet with the grievant and representation from the Union within the next fifteen (15) working days after receipt of the grievance to ensure complete understanding and to attempt to resolve the grievance. The Director of Staff Relations and/or designee shall render a decision in writing, with copies sent to the grievant(s), the Union and the Associate Provost for Academic Administration within five (5) working days after the meeting.

Step 3 - If the grievance is not resolved at Step 2 then within thirty (30) working days after the date of the Step 2 decision, the Union alone may submit the grievance to binding arbitration.

A request for a list of arbitrators will be made to the American Arbitration Association (AAA). A copy of the request or demand will simultaneously be served upon the University. The parties will then be bound by the rules and procedures of AAA in the selection of the arbitrator.

The selected arbitrator will hear the matter promptly and will issue a decision. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issue(s).

The arbitrator shall have no power or authority to make any decision which requires commission of an act prohibited by law, or which is volatile of, or beyond the scope of, the terms of this Agreement. The arbitrator shall have

no power to alter, modify, add to or subtract from the provisions of the labor Agreement. If a grievance has been timely filed, the Arbitrator shall have no power to issue an award or any relief that is retroactive beyond ten (10) working days prior to the date the grievance was initially raised. For example, where the allegations relate to a continuing violation, the Arbitrator can provide relief for the period ten (10) working days prior to the grievance, not the entire retroactive period of the alleged violation, if greater than ten (10) working days.

The decision of the arbitrator shall be final and binding upon all parties.

The costs for the services of the arbitrator, including expenses if any, and any administrative fees charged by AAA, will be shared equally by the University and the Union.

ARTICLE VI **Seniority**

Bargaining unit members shall earn one seniority credit for each semester covered by an appointment for which the member taught. Any such teaching done during a Fall or Spring semester shall be eligible for the purpose of determining seniority credit. Seniority credit is accumulated for the purposes of accumulating credit toward eligibility for longer term contracts and course appointments. Instruction during summer sessions shall be excluded in determining the seniority credit.

Any bargaining unit member who does not teach for two consecutive Academic Years following his/her last teaching assignment shall no longer be considered a unit member. If such an individual is reemployed, that person will have the status of a new employee for the purpose of seniority. Anyone on an approved leave of absence shall have his/her seniority frozen for the duration of the leave. Seniority shall also be broken if a bargaining unit member resigns, is terminated for cause or turns down an offer of employment and does not teach.

Seniority credit shall be provided from employment records on hand in the University PeopleSoft system beginning with employment from July 1, 2000. Bargaining unit members hired into teaching assignments at Syracuse University prior to July 1, 2000 will be provided six (6) seniority credits for every year of continuous University service prior to 2000. The University will use the appropriate date that best reflects teaching time to determine service prior to July 1, 2000, if any. For the period between July 1, 2000 and May 31, 2011, seniority credits were determined by the number of credit hours taught. All seniority credits earned prior to May 31, 2011, shall be maintained in the individual's seniority credit accumulation.

Bargaining unit members shall have the right to review their seniority credit accumulation when additional seniority credits have been accrued.

Except as otherwise provided herein and subject to the terms of this Agreement, the University reserves the right to make all decisions regarding course assignments and appointments, including the addition of new part-time faculty.

In the absence of any other appointment option, as defined by Article VII - Faculty Appointments, and in the event school, college, department or program leadership decides to offer a new open section to part-time faculty, the University will follow the process below:

Bargaining unit members shall have the right to review their seniority credit accumulation when additional seniority credits have been accrued.

Except as otherwise provided herein and subject to the terms of this Agreement, the University reserves the right to make all decisions regarding course assignments and appointments, including the addition of new part-time faculty.

In the absence of any other appointment option, as defined by Article VII – Faculty Appointments, and in the event school, college, department or program leadership decides to offer a new open section to part-time faculty, the University will follow the following process:

A report detailing the current open part time faculty positions, including the job number, title and posting period will be sent to the Union President once per week. Each open position will be posted on the Syracuse University online job posting website for seven (7) days.

Bargaining Unit members interested in teaching any new course offering and/or open section being offered to part-time faculty may submit an application via the online posting process within the posting period.

Unless otherwise assigned individuals covered under Article VII - Faculty Appointments, bargaining unit members who are teaching or who have taught the course will be considered first.

1. The appropriate hiring authority will select from the top three qualified, senior employees currently teaching or who have taught the course and who submitted an application for the position via the online posting process for the new course offerings and/or open sections.
2. If no such bargaining unit members are interested or available, the hiring authority will select the best qualified of the top three senior qualified bargaining unit members who submitted an online application.

In the event school, college, department or program leadership decides to eliminate or reassign course assignments that result in the displacement of current bargaining unit members, a reasonable effort will be made to retain the most qualified senior bargaining unit members.

ARTICLE VII

Faculty Appointments

Except as otherwise provided herein and subject to the terms of this Agreement, the University reserves the right to make, change, renew and/or not renew faculty appointments under its management and academic rights. All appointments for part-time faculty may be subject to change based on enrollment or lack of enrollment in ample numbers; course cancellation; hiring or reassignment of course work to full-time and/or tenured or tenure track faculty; reassignment of course work to Syracuse University graduate students; reassignment of work to meet the University's need to accommodate the dual career interests of full-time faculty and administrators, separation after the completion of an appointment made to temporarily replace a full-time and/or tenured or tenure track faculty member.

The University will make a reasonable effort not to make changes to appointments before the end of a current multi-year appointment.

Probation Period

A probation period must be served by all new part-time faculty members hired beginning with the Fall 2005 semester. The probation period shall be three (3) consecutive academic years unless the part-time faculty member has taught fewer than five (5) semesters in the three (3) academic year period. In those situations the part-time faculty member will receive a fourth year of probation.

Appointments of part-time faculty members who have not successfully completed the probationary period may be cancelled at the end of any semester during the first and second year of employment or at the end of the academic year during the third or fourth year of employment without recourse to the grievance process. Part-time faculty members will be evaluated during the probationary period and will receive a probationary review upon the completion of the probation period and prior to any reappointment. Instruction during summer sessions shall be excluded from the accumulation of seniority credits.

Length of Contract - Bargaining unit members assigned to teach courses in more than one (1) semester in an academic year are eligible to receive one (1) year appointments upon the successful completion of the probation period.

Bargaining unit members assigned to teach in only one (1) semester will receive appointments covering only that semester. Eligible bargaining unit members may be offered appointments that are longer than one (1) year at the discretion of the University.

Upon accumulation of 10 semesters as a part-time instructor at Syracuse University, bargaining unit members assigned to teach more than one (1) semester in an academic year are eligible to receive a two (2) year appointment. Bargaining unit members who have accumulated 10 semesters who are assigned to teach in only one (1) semester are eligible to receive a two (2) year appointment covering a single semester each year. Eligible bargaining unit members may receive appointments that are longer than two (2) years at the discretion of the University.

Upon accumulation of 14 semesters as a part-time instructor at Syracuse University, part-time faculty members assigned to teach more than one (1) semester in an academic year are eligible to receive a three (3) year appointment. Part-time faculty members who have accumulated 14 semesters who are assigned to teach in only one (1) semester are eligible to receive a three (3) year appointment covering a single semester each year. Eligible employees may receive appointments that are longer than three (3) years at the discretion of the University.

Bargaining unit members already working under longer term contracts will continue to be eligible to renew their contracts at the same terms including length of contract. In the event contracts with terms that have changed are to be offered, reasons for the changes in the contract terms will be provided upon request by the bargaining unit members. Such reasons need to be based on the provisions delineated in the first paragraph of this Article, or on performance as outlined in Article VIII under procedures and remediation. When there isn't agreement on a shorter term contract the University may at its discretion either offer the longer term contract or withdraw its offer of employment.

In the event a bargaining unit member believes there is a discrepancy in the number of seniority credits earned in the preceding semester, the bargaining unit members may provide evidence to the Dean or designee of the number of seniority credits earned. Such evidence may be provided through individual contracts, grade sheets, information from My Slice and/or other University documents. Bargaining unit members will have the opportunity to provide such evidence to the Dean or designee within ten (10) work days of the receipt of the Unit Information report provided by the University to the Union in the fall and spring semester each academic year.

A bargaining unit member, who continues teaching with the University but is not performing bargaining unit work, shall have his/her seniority credit frozen. Upon his/her return to the bargaining unit, such seniority credit shall be reinstated and the bargaining unit member shall begin to accumulate additional seniority credit as provided in Article VI of this Agreement.

Notification of Initial Contracts or Contract Renewals - For main campus appointments, the University will make every effort, once freshman enrollment and registration has been completed, to notify part-time faculty members whose contracts commence or are renewed with the fall semester according to the following schedule:

Part-time faculty teaching freshman courses – August 1
Part-time faculty teaching other courses – July 1

The University will make every effort to notify part-time faculty members whose contracts commence or are renewed with the spring semester within ten (10) work days of the completion of the registration process.

The University will make every effort to notify part-time faculty members teaching in a summer session as soon as practicable, once the registration process has been completed.

Notification of initial contracts and contract renewals for appointments for part-time teaching assignments in University College will be made as soon as possible but no later than the end of the first week of class.

Appointment letters will include at a minimum the number of hours to be taught, all expected responsibilities and the compensation to be provided. In the event there are any modifications to a contract, the University shall provide the bargaining unit member with a new contract.

Notification of Non-Renewal – The University shall make every effort to provide notice to part-time faculty members whose contracts are not going to be renewed no later than 10 working days after the close of registration for currently enrolled students for appointments commencing in the following fall or spring semester. Post probationary part-time faculty notices shall include the reason(s) for non-renewal. In any case, the Union shall be notified when a bargaining unit member's contract is not renewed.

In the event a bargaining unit member is on remediation, the date for notification of non-renewal may be modified upon mutual agreement of the parties.

Post probationary bargaining unit members who disagree with the reason given for non-renewal may appeal the decision to the grievance process. The timelines established in the grievance process shall begin with the date the individual receives the reason from his/her supervisor.

ARTICLE VIII **Evaluation**

Procedures - The University reserves the right to evaluate bargaining unit members in order to promote and maintain academic standards and to assess qualifications, competency and suitability for continued appointment.

Evaluations may consist of input from students, faculty and appropriate administrators. Evaluations shall be in writing and in conformity with departmental standards, practices and criteria. Such standards, practices and criteria shall be made available to bargaining unit members. To the reasonable extent possible, the criteria and classroom observation practices used for evaluating teaching for part-time faculty should be similar to the criteria and classroom observation practices used for evaluating full-time faculty teaching. When appropriate all such evaluations shall include specific suggestions for improvement. Evaluations will be completed once during the term of each individual appointment. Additional evaluations may be completed at the discretion of the department.

The bargaining unit member may request a meeting with the evaluator to jointly review the evaluation at a time mutually acceptable to both parties.

When an evaluation has been completed, a bargaining unit member shall receive a copy of his or her written evaluation as soon as is practicable following the evaluation and may submit a written response for placement in his or her personnel file.

Bargaining unit members shall be informed of the presence of any evaluators attending a class session.

A bargaining unit member may place supplemental student evaluations and/or a summary of student evaluations in his or her personnel file. However, a bargaining unit member may not conduct his or her own course evaluation or solicit evaluative responses from students outside of the regular evaluative process sanctioned by his or her department and school or college for the purpose of placement in his/her personnel file.

Remediation - In the event a post probationary bargaining unit member is identified to have unsatisfactory teaching performance, except in egregious cases, the University will notify the bargaining unit member of the deficiencies that require correction and will provide an opportunity to correct the identified deficiencies which may include remediation efforts prior to the end of the current appointment where possible.

In the event a probationary employee is identified to have unsatisfactory teaching performance, the University will notify the bargaining unit member of the deficiencies that require correction and may, but is not obligated to, provide an opportunity to correct the identified deficiencies, which may include remediation.

Any bargaining unit member who is offered and completes remediation will be notified of the outcome of the remediation. If the process results in a determination by the University to terminate the individual, the individual and the union will be provided notification and the reason(s) for the failed remediation in writing.

Remediation efforts may include but are not limited to, at the discretion of the appropriate administrator within the school or college, individual discussion with and coaching from appropriate faculty members or administrators, self remediation, peer coaching, and/or attendance at teaching workshops.

Once a teaching deficiency has been noted, except in egregious cases, the post-probationary bargaining unit member will receive at least one additional semester of teaching within the current appointment to address and correct the stated deficiencies. The University will evaluate the performance of the bargaining unit member, and may include observation of the instructor by an appropriate administrator.

When deficiencies are identified in the last semester of the contract for post probationary bargaining unit members with a 2 or 3 year appointment, and no evaluation was done prior to that semester, the University will, except in

egregious cases, extend the individual contract by at least one semester to provide the opportunity to address and correct the stated deficiencies.

If the post probationary bargaining unit member's performance has not improved to the satisfaction of the school/college/department the employee may receive notice of non-renewal or termination per the procedures detailed in Article VII. Probationary employees may not appeal to the grievance process detailed in Article VII.

Human Resources Records - The University shall establish and maintain the official personnel file for each employee. Such files are University property and shall be used for University-related activities. Bargaining unit member personnel files are maintained in a secure manner, within the respective schools and colleges.

A personnel file that will be available for review will be established for each bargaining unit member in the first twelve months of this agreement. All new bargaining unit members will have a personnel file established from the date of hire.

The University will provide the bargaining unit member with a copy of any performance and/or disciplinary related information that is placed in the personnel file.

A bargaining unit member may arrange to examine materials in his or her official personnel file by appointment and under supervision of Academic HR or of the appropriate representatives from his/her or school or college. No more than two (2) union representatives may accompany the bargaining unit member.

A bargaining unit member may respond to any document that is included in his or her personnel file and have the response included in the personnel file. Any bargaining unit member may request to add appropriate materials to augment his or her personnel file by providing such materials to his or her direct supervisor.

A bargaining unit member may make reasonable requests for a copy of any document contained within his or her personnel file. Such requests will not be unreasonably denied, though the University may impose a reasonable copy fee should the number of requests or the amount of material in an individual request become excessive.

Just Cause - The University will apply the standards for just cause for all decisions regarding discipline, termination or non-renewal of an appointment for a bargaining unit member except those non-renewals covered by the exclusions detailed in Article VII.

ARTICLE IX
Compensation

| | Year 1 | Year 2 | Year 3 |
|--|---|---|---|
| Effective Date | Effective with the first pay period at the start of the Fall Semester | July 1, 2012 | July 1, 2013 |
| Merit Increase Pool | | Equal to 50% of the base University pro-forma increment | Equal to 50% of the base University pro-forma increment |
| Across the Board Increase | Equal to 100% of the base University pro-forma increment | Equal to 50% of the base University pro-forma increment | Equal to 50% of the base University pro-forma increment |
| Post Probation minimum per credit hour rate for Part-time faculty | \$1177 | Increase minimum rate by .5 of the University pro-forma increment | Increase minimum rate by .5 of the University pro-forma increment |
| Probation minimum rate per credit hour for Part-time faculty | \$1126 | Increase minimum rate by .5 of the University pro-forma increment | Increase minimum rate by .5 of the University pro-forma increment |

A printout containing the distribution of merit increases shall be provided to the Union President within four (4) weeks of the start of the academic year.

Where merit increases apply, the increase above designated as Merit Pool shall be distributed by the school/college to continuing bargaining unit members in that school/college. The process for distributing the merit pool shall be as follows:

- The Office of Academic Administration will establish performance categories and a system for ranking part-time faculty members assigned to the schools and colleges into these categories.
- The appropriate administrators in the administrative units in each school/college will evaluate part-time faculty and assign each to a performance category based on the evaluation. The evaluation will be based primarily on the part-time faculty members' performance of the responsibilities specified in the appointment letter. Additionally, related efforts to improve the quality of the instruction in the program may be

considered. This information will be submitted to the dean of the school/college in a matrix format that details the recommended performance category for each part-time faculty member assigned to that unit.

- The dean of each school/college will make the final decision regarding how the merit pool will be distributed to part-time faculty in each performance category in the school/college.
- The process for distributing merit to part-time faculty should be similar to the process used to distribute merit to full-time faculty in that school/college.

ARTICLE X

Teaching Responsibilities and Payments for Services

Part-time faculty assignments will be governed via a contract letter between the faculty member and the department chair and approved by the appropriate dean of the school or college. All assignments for which compensation is offered will be stated in the contract. If assignments are revised, a new contract letter that supersedes the current contract will be written and signed by the part-time faculty member and the department chair and approved by the appropriate dean of the school or college.

When contracts specify teaching, it is understood that teaching assignments may include: developing a syllabus; ordering in advance books and materials for students in the class to purchase on or before the first days of classes; preparing for classes; holding office hours each week to meet with students in the class and others; grading in a timely manner student assignments and examinations for the course; and turning in mid-semester progress reports and final grades according to University regulations.

Some department cultures embed service on governing/curricular bodies into teaching in those departments. Contracts that include such embedded service will include a description of the expectations. Accepting teaching assignments in those departments will also include service on these bodies.

It is understood that departments may negotiate contracts that include other responsibilities and assignments, such as lower-division undergraduate advising (two-year commitment), freshmen forums or seminars, upper-division advising, staffing independent study courses upon request of the department chair, developing new courses or curricula at the request of the department chair or dean, mandatory in-service and professional development, along with teaching assignments. When such elements are included in contracts employees will be compensated for these duties and the individual contract letters will detail the specific additional duties and compensation.

If a bargaining unit member is requested to develop a course, it is understood that the request shall be made in writing from the appropriate administrator in the school or college. Payment and expectations for course development shall be

negotiated between the bargaining unit member and the appropriate administrator and shall be reduced to writing.

If Part-time faculty agree to take on student advising responsibilities they will be subject to the same programmatic treatment regarding workload and pay as full-time faculty in their respective school or college.

Workload - The appropriate administrators in the school or college will consider requests from Part-time faculty members to increase their semester workload and will make a reasonable effort to accommodate such requests if possible.

Each school and college will make a reasonable effort to provide convenient access to the office space, meeting space, computer resources, e-mail and telephones it deems necessary to perform the work required as a part time instructor. Part time instructors are encouraged to take advantage of the resources that are made available.

The University shall provide the supplies and materials it deems necessary to teach assigned class(es).

Music Instruction Resources - The School of Music will, during the term of this agreement, identify currently available music instruction resources on campus. In addition, the school will establish a central repository of music instruction resources and a process for adding new acquisitions to the repository which will be accessible to all music instruction faculty members.

Substitution Pay - In the event there is a need for a substitute for an extended period of time for a full-time or part-time faculty member, the University may seek volunteers from within the bargaining unit. If a bargaining unit member agrees to such substitute assignment, payment shall be at the individual's current per credit hour rate of pay.

ARTICLE XI **Benefits**

Eligibility for Standard Syracuse University Benefits - Bargaining unit members who are eligible for the Group Health Benefits, Group Dental/Vision Benefits, Group Life Insurance, Supplemental Life Insurance, AD&D insurance, Pre-Tax Health and Dependent Care Flexible Spending, TIAA-CREF Retirement Plans, Educational Benefits, Bereavement Leave, Military Leave, and Public Service Leave Benefits (the "Specified Benefits") under Syracuse University policies and benefit plans as of the date of this Agreement, and who maintain eligibility based on University rules for eligibility under those policies and plans as may be modified from time to time, will continue to be eligible to receive benefits under those policies and plans (subject to modifications). Participation in the University's benefit plans and policies is contingent on each eligible employee completing all enrollment requirements and satisfying all eligibility requirements in each applicable plan or policy.

In the event there is during the term of this Agreement the establishment of a new benefit, or a change of content or cost (including a reduction or elimination of a benefit in whole or in part) in any of the benefits for non-represented, exempt employees of the University, such establishment, or change of content or cost shall be concurrently implemented for the part-time faculty members covered by this Agreement so that part-time faculty shall be subject to the same benefit eligibility requirements that apply to such non-represented exempt employees. The Employer has the sole authority to make all decisions on changes or additions to the benefit plan.

Bargaining unit members are eligible for the Specified Benefits when they are assigned a 62.5% of effort workload and have a multiple year appointment.

Employees who are eligible for and/or are enrolled in the Specified Benefits are not eligible for the modified benefits set forth in this Article (Modified Benefits).

Eligibility for Modified Part-time Faculty Benefit Plan - Bargaining unit members who are eligible for the Health Care Reimbursement Account, Group Dental/Vision Benefits, Group Life Insurance, Supplemental Life Insurance, Dependent Life Insurance and AD&D insurance (the "Modified Benefits") under Syracuse University policies and benefit plans as of the date of this Agreement, and who maintain eligibility based on University rules for eligibility under those policies and plans as may be modified from time to time, will continue to be eligible to receive benefits under those policies and plans (subject to modifications).

Participation in the University's benefit plans and policies is contingent on each eligible employee completing all enrollment requirements and satisfying all eligibility requirements in each applicable plan or policy.

In the event there is during the term of this Agreement a change of content or cost (including a reduction or elimination of a benefit in whole or in part) in any of the benefits for non-represented, exempt employees of the University included in the Modified Benefits (Group Dental/Vision Benefits, Group Life Insurance, Supplemental Life Insurance, Dependent Life Insurance and AD&D insurance), such establishment, or change of content or cost shall be concurrently implemented for the part-time faculty members covered by this Agreement so that part-time faculty shall be subject to the same benefit eligibility requirements that apply to such non-represented exempt employees for all aspects of the Modified Benefits. The Employer has the sole authority to make all decisions on changes or additions to the benefit plan except the Health Care Reimbursement plan.

Bargaining unit members are eligible for the Modified Benefits plan when they have completed the probation period and are teaching at least 3 credit hours in both the Fall and Spring semester.

Employees who are eligible for and/or are enrolled in the Modified Benefits are not eligible for the Specified benefits set forth in this Article (Specified Benefits).

The Modified Benefits will become effective January 1, 2009 following the 2008 open enrollment period.

Health Care Reimbursement Plan

| | <u>1/1/2012</u> | <u>1/1/2013</u> | <u>1/1/2014</u> |
|--|--|--|--|
| Eligible Bargaining unit member purchasing private health insurance plan or paying into a non-employer based group plan. | \$130 per credit hour \$1300 annual cap | \$140 per credit hour \$1400 annual cap | \$150 per credit hour \$1500 annual cap |
| Eligible bargaining unit member purchasing health care insurance through another employer | \$65 per credit hour \$650 annual cap | \$70 per credit hour \$700 annual cap | \$75 per credit hour \$750 annual cap |

All funds must be used during the benefit plan year and can only be used to reimburse for private health insurance plan purchased by the bargaining unit member or for contributions to a health insurance plan offered to a bargaining unit member through another employer (other than Syracuse University). Reimbursements are only paid to bargaining unit members when they are purchasing the plan and are listed as the primary insured.

The per credit hour contribution is calculated on the class load and credit hours completed at the end of each semester.

Dental/Vision Coverage - Part-time Faculty eligible for the Modified Benefit Plan can purchase preventive or comprehensive dental coverage. Options include coverage for the individual or the individual and eligible dependents.

Part-time faculty who elect Dental coverage may also purchase coverage in the standard SU Vision plan.

Enrollment in the Dental or Dental/Vision plan requires a 2 year commitment.

| | <u>1/1/2012</u> | <u>1/1/2013</u> | <u>1/1/2014</u> |
|--|-----------------|-----------------|-----------------|
| Annual University contribution to the Dental Plan | \$100 | \$100 | \$100 |

Group Life Insurance - Part-time Faculty eligible for the Modified Benefit plan will receive \$10,000 of basic term life insurance paid by the University. Basic coverage drops to \$6,500 at age 65.

Supplemental Life Insurance Coverage - Employees eligible to receive Basic Life Insurance may also elect to purchase additional coverage for themselves.

Part-time Faculty members may purchase additional coverage of \$10,000, \$20,000, \$40,000, \$60,000, \$80,000, or \$100,000.

Proof of insurability is required for life insurability in excess of \$20,000.

Dependent Life Insurance - Bargaining unit members may purchase dependent life insurance for eligible dependents effective 1/1/2009.

Part-time faculty eligible to receive Basic Life Insurance may also elect to purchase dependent life insurance for covered dependents.

Coverage in an amount not to exceed the employee's own supplemental life coverage may be purchased for an employee's spouse/same sex domestic partner.

Part-time Faculty members may purchase coverage for a spouse/qualified same sex domestic partner of \$10,000, \$20,000, \$40,000, \$60,000, \$80,000, or \$100,000.

Proof of insurability is required for life insurance in excess of \$20,000.

Coverage of \$10,000 may be purchased for an employee's children.

Accidental Death and Dismemberment (AD+D) Insurance - Part-time faculty eligible for the Modified Benefit plan will receive \$3,000 of basic AD+D coverage paid by the University effective 1/1/2009.

ID Cards - ID cards for bargaining unit members shall remain active for duration of each appointment including time in advance of the Fall semester to allow preparation of materials. ID cards for Part-time faculty will be active at the same times as ID cards for full-time faculty.

Health Care/Dependent Care Flexible Spending Account Study - The University will study the feasibility of providing a Health Care/Dependent Care Flexible Spending Account for bargaining unit members. Upon completion of the study, the University will share the results of the study with the Union, and if it is determined to be feasible, will enter into negotiations with the Union on this topic.

ARTICLE XII
Professional Development Fund

The University will provide a professional development fund for part-time instructors of no less than \$30,000 in each of the three years of this agreement. The sole purpose of the fund is to provide resources for the individual professional development needs of part-time instructors that are directly related to their academic responsibilities at the University.

Post probation bargaining unit members are eligible to apply for funds. These professional development funds must be used during the fiscal year they are made available and will not carry over into subsequent years.

These funds will be centrally controlled through the Office of the Associate Provost for Academic Administration and will be budgeted in each year of the agreement.

A report of how funds were distributed and to whom will be made available to the Union's Executive Committee upon their request after the close of the fiscal year.

The University and Union have agreed upon a protocol and rubric for distributing the funds. The protocol and rubric are included in Appendix D.

ARTICLE XIII
Leaves and Absences

Appointments are not extended through a leave of any length, either paid or unpaid, except as required by law.

Absences - When a bargaining unit member is absent, she/he will exercise her/his best efforts to reschedule her/his class or to obtain a suitable substitute for the classes she/he will miss. The bargaining unit member must notify the department chair or designee that she/he will be absent and to ensure the accommodation to cover the class is appropriate.

When the class is appropriately rescheduled or a suitable substitute is found or if the absence is covered by an approved Bereavement or Jury Duty leave, the bargaining unit member shall suffer no loss of pay.

In cases of emergency, if the bargaining unit member is not able to reschedule the class or obtain a substitute the department chair may identify alternatives to rescheduling the class or finding a substitute to forgo the loss of pay.

In all other cases, the absent individual will suffer a pro-rata reduction in pay for each class missed based on his/her then current rate of pay.

Bereavement Leave - Bargaining unit members are eligible for up to three (3) consecutive University work days of bereavement leave in the event of a death in the immediate family, defined as a parent (including foster and step-parents),

child, spouse/same-sex domestic partner, brother, sister, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, domestic partner, step-child, foster child, grandparent, grandparent-in-law and grandchild. Other relatives living in the eligible employee's household are also considered immediate family.

Bargaining unit members teaching one (1) day per week are eligible for up to one (1) paid bereavement day. Bargaining unit members teaching two (2) days per week are eligible for up to two (2) paid bereavement days. Bargaining unit members teaching three (3) or more days per week are eligible for up to three (3) paid bereavement days.

Eligible bargaining unit members must request leave by notifying their supervisors prior to taking leave. Upon request, supervisors have the discretion to allow additional time without pay.

Jury Duty - Leave for court appearances include being subpoenaed as a court witness or called for jury duty. Bargaining unit members must notify their supervisors as soon as they learn they must serve and will receive full pay when performing these services during work time. Bargaining unit members who are notified of jury duty or subpoenaed as witnesses and subsequently excused without serving should report to work as scheduled. Bargaining unit members who are called to jury duty or other court appearances and released from their duty at a time during the day that allows them to perform their work assignments for the University will be expected to perform their assignments.

Military Leave - Bargaining unit members ordered to report to, or who volunteer for, active duty in the National Guard or Reserves or Armed Forces will continue to accrue service credit and, with certain exceptions, have guaranteed reinstatement to work in accordance with the Uniformed Services Employment Reemployment Rights Act ("USERRA"). In addition, benefits eligible bargaining unit members called to, or who volunteer for, active duty will be entitled to be paid the difference between their University pay and their military pay for up to ten days, provided they have not already used their ten day allotment for military service in the same fiscal year.

Offers of employment may not be rescinded because of military obligation if the appointment has already been offered and accepted.

Benefits eligibility for those on military leave and their dependents is as follows:

Continued benefits (for such period as is specified by the Office of Human Resources):

Standard Syracuse University Benefits:

- Medical, Dental, Supplemental Life/Supplemental Accidental Death and Dismemberment (AD&D) and MetLife Home and Auto Insurance coverages will be maintained, provided the eligible employee continues to make premium payments as if he or she were actively employed by the University and satisfies the other applicable plan or policy provisions. Eligible individuals participating in Excellus BlueCross

BlueShield (BCBS) OrangePoint may switch to Excellus BCBS BluePoint if they wish, as there are limitations in out-of-network coverage under the OrangePoint program (such a switch must be made in accordance with the applicable requirements of the plans). Call Human Resources for further information.

- Basic Life Insurance (\$10,000 for eligible staff, \$50,000 for eligible faculty)
- Remitted Tuition and Dependent Tuition
- TIAA-CREF retirement. Upon an eligible employee's reemployment, the University will make up any missed contributions to the plan that would have been made had the employee not been on military leave. Further, upon reemployment, an eligible employee will be provided an opportunity to make up any elected deferrals missed as a result of military leave. Any eligible employee make-up contributions must be made, starting at the date of reemployment, within a period consisting of three times the length of military leave, not to exceed five (5) years.
- Vacation, Floating Holidays, and Personal Days. During military leave, eligible employees are entitled to use any vacation, floating holidays or personal days accrued prior to the commencement of military leave in the same manner as such days can be used by an eligible employee who is on a non-military leave. Paid time off will not continue to accrue during military leave of absence. The time spent on military leave will be counted towards the eligible employee's length of service in calculating future paid time off, providing the eligible employee returns to work in accordance with USERRA provisions.
- In memoriam gift death benefit
- Adoption assistance
- Faculty and Staff Assistance Program (FSAP)
- Day care referrals (through FSAP)
- Credit Union services
- Recreation Services (dependent ID card required)
- Athletic discounts
- SU Bookstore discounts (dependent ID card required)
- Library access and borrowing privileges (dependent ID card required)

Continued benefits that are limited in scope:

- Salary Continuation (Disability benefits) - Exempt Employees. Eligibility for coverage for an eligible employee's sickness or injury will be determined in the same manner as for an eligible employee who is provided a non-military leave of absence under the plan. There is no coverage for disabilities resulting from an "act of war." Please see that plan for details.
- Disability Benefits - Non-Exempt Employees. Eligibility for coverage for an eligible employee's sickness or injury will be determined in the same manner as for an eligible employee who is provided a non-military leave of absence under the plan. There is no coverage for injuries and sickness resulting from an "act of war." Benefits are payable under the University's disability benefits plan for a maximum of twenty-six (26) weeks. Please see that plan for details.
- Voluntary Group Long Term Disability Insurance. Eligibility for coverage for an eligible employee's sickness or injury will be determined in the

same manner as for an eligible employee who is provided a non-military leave of absence under the plan provided the eligible employee continues to make premium payments as if he or she were actively employed by the University and satisfies the other applicable plan or policy provisions. There is no coverage for disabilities resulting from an “act of war.” Please see that plan for details.

- Long Term Care Insurance. Coverage remains in effect in the same manner as for an eligible employee who is provided a non-military leave of absence under the plan provided the eligible employee continues to make premium payments as if he or she were actively employed by the University and satisfies the other applicable plan or policy provisions. There is no coverage for injury or disabilities resulting from an “act of war.” Please see that plan for details.
- Basic Accidental Death and Dismemberment (\$3,000 for eligible employees). Coverage remains in effect in the same manner as for an eligible employee who is on a non-military leave of absence under the plan. There is no coverage for claims resulting from an “act of war.” Please see that plan for details.
- Pre-Tax Reimbursement Accounts for health or dependent care. An eligible employee will be able to continue to submit claims under the health and dependent care reimbursement plans while on military leave to the same extent that an eligible employee who is on a non-military leave of absence is permitted to do so under the plans. In certain instances under the health care reimbursement plan, claims may still be submitted up to the amount the eligible employee elected for the year in which the military leave occurs, provided that the eligible employee continues to pay, on a post-tax basis, the amount that would have been withheld pre-tax from his/her paycheck if the eligible employee had been receiving compensation from the University. Upon commencing military service leave, an eligible employee may change his/her elections under the plans. However, a new election may not be made while on leave.

An employee’s right to receive University benefits during a military leave will be subject to such terms and conditions as are specified in the applicable University plan or policy. Call Human Resources for additional information.

Modified Benefit Program

- Dental, Supplemental Life Dependent Life Insurance coverages, will be maintained, provided the eligible employee continues to make premium payments as if he or she were actively employed by the University and satisfies the other applicable plan or policy provisions.
- Basic Life Insurance - \$10,000 for eligible faculty.
- Health Care Reimbursement Accounts (HRA). An eligible employee will be able to continue to submit claims under the HRA plan while on military leave to the same extent that an eligible employee who is on a non-military leave of absence is permitted to do so under the plans. In certain instances under the health care reimbursement plan, claims may still be submitted up to the amount the eligible employee earned for the semester in which the military leave occurs.

Continued benefits that are limited in scope:

- Basic Accidental Death and Dismemberment (\$3,000 for eligible employees). Coverage remains in effect in the same manner as for an eligible employee who is on a non-military leave of absence under the plan. There is no coverage for claims resulting from an “act of war.” Please see that plan for details.

Family Medical Leave (FMLA)

Bargaining Unit members shall have all of the rights and responsibilities established by the Family and Medical Leave Act (FMLA) to the extent provided by law. The FMLA provides that an eligible employee is entitled to a total of twelve work weeks of leave during a twelve-month period for one or more of the following reasons:

- an employee's own serious health condition that makes the employee unable to perform his or her job (including absences covered by Workers' Compensation, NYS Disability, and paid sick days);
- care of a spouse, child, or parent who has a serious health condition; and/or
- care of a newborn child or a child placed with the employee for adoption or foster care (within twelve months of the birth or placement).

The University uses a "rolling" twelve-month period measured backward from the date an employee requests FMLA leave to determine an employee's leave entitlement. Employees who are granted FMLA leave will be returned to their previous position, or to an equivalent position upon their return. The same group health benefits will be provided during the leave that were provided before the leave; employees who are responsible for a portion of the required contributions must continue to make those payments. If an employee's portion of the required contribution is more than 30 days late, coverage may be canceled if payment is not received after adequate notice has been provided. FMLA leaves are unpaid except to the extent expressly provided otherwise in this Policy.

FMLA Eligibility:

Employees are eligible for FMLA leaves if they have been employed by the University for twelve months and have worked 1250 hours or more during the twelve-month period immediately preceding the leave.

Unpaid Leave

Any bargaining unit member may request an unpaid leave of absence. Any request for an unpaid leave of absence must be in writing and set forth the nature of and reasons for the request, as well as the proposed duration of the leave. Except as required by law, the approval of an unpaid leave of absence, including its duration, shall be at the discretion of the University. Such discretion shall take into account all pertinent factors, including the needs of the University, with the understanding that approval shall not be unreasonably withheld. Except as required by law, any unpaid leave of absence, if approved, shall not exceed one (1) year in duration. Upon return from an authorized leave, the University shall make its best effort to offer an assignment equal to the number of hours taught immediately prior to the leave where possible and shall make its best effort to assign the bargaining unit member to the courses previously taught. Seniority,

compensation, and any benefits related thereto held by the bargaining unit member shall be retained upon return to the University at the completion of an authorized leave. Seniority shall not accrue, however, during the period of the authorized leave.

Any bargaining unit member whose leave was for one (1) semester or less shall receive any negotiated salary increases provided to bargaining unit members during the approved leave period upon return from leave.

ARTICLE XIV
Labor/Management Committee

A joint labor/management committee shall be established, comprising representatives from Adjuncts United and the University to meet regularly at a mutually agreeable time and location. The purpose and intent of this joint labor management committee is to ensure open lines of communication and to provide a forum to address and resolve issues emerging from the newly forged working relationship between the University and Union. The committee will meet at least once during the fall and spring semesters each academic year.

Standing Union committee members will include the Union President, a representative appointed from NYSUT/AU and those bargaining unit members appointed by the Union President. Standing University committee members will include the Director of Staff Relations and Recruitment, the designated representative from the Vice Chancellor's Office and appointed representatives from the schools and colleges and the Office of Human Resources. The term of appointed committee members should be no less than 1 year to ensure continuity and consistency.

Ad hoc participants may be added to the standing committee as needed by mutual consent of the University and Union.

ARTICLE XV
Non Discrimination

The parties agree that there shall be no discrimination with respect to any bargaining unit member by reason of race, color, religion, sex, gender identity/expression, sexual orientation, national origin, age, disability, veteran status, marital or domestic partner status, political affiliation, membership in the Union or any other status protected by law or by reason of the exercise of any rights conferred by this Agreement or the law by either the University or the Union.

ARTICLE XVI
Governance

As it is in the best interest of the University that all faculty share a common community of interest, part-time faculty should have access to all levels of University governance normally open to faculty members in general. This affirmation includes an understanding of how governance operates at Syracuse University; therefore, any participation in governance or continued participation of part-time faculty will arise solely from the bylaws of the individual governing body. In any case bargaining unit membership or status should not prohibit an individual part-time faculty member from such participation. In the case of any elected positions, the governance body should do everything possible to ensure that all applicable part-time faculty receive nomination forms and ballots.

1. University Senate: According to the current bylaws of the University Senate part-time faculty members are eligible to stand for election to the University Senate and participate on University Senate committees.
2. School/College Level: It is understood that each school or college is responsible for independently establishing a governance function. In each school or college with ten (10) or more part-time faculty union members, participation in the governance structure should be encouraged.
3. Department/Program: Departments and programs with large numbers of part-time faculty are encouraged to include part-time faculty members in their governance structure especially when discussions may include matters directly related to the work of part-time faculty.

ARTICLE XVII **Academic Freedom**

The University standards for Academic Freedom are found in the Faculty Manual and are based upon the standards of academic freedom articulated by the American Association of University Professors (AAUP). The University affirms that these standards also apply to part-time faculty. A copy of the current University standards for academic freedom is found in Appendix B which will be superseded by any changes of the University standards listed in the Faculty Manual.

ARTICLE XVIII **Strikes/Lockouts**

During the term of this Agreement, there shall be no picketing, strikes, slow downs, interruptions of work, sympathy strikes, or other forms of work stoppages. Any concerted refusal to work assigned hours or perform assigned duties shall be considered a violation of this article. Any bargaining unit member demonstrated to have encouraged or participated in the violation of this article shall be subject to discipline up to and including discharge.

Any such disciplinary action taken shall not be reviewable through the grievance and arbitration procedures, except for the fact question of whether the employee

took part in the conduct that violated this article. The arbitrator's jurisdiction will be limited to whether or not the employee engaged in conduct that violated this article, and if so, the arbitrator will have no power to modify the discipline imposed.

In the event of an unauthorized work stoppage, the Union will make a good faith effort to communicate to its members the importance of complying with this article and the potential consequences of failing to comply.

In the event a picket line is established at or near the University's premises, facilities or worksites by other employees or labor organizations not subject to this Agreement, the Union agrees that it will not honor the picket line and will make a good faith effort to encourage its members to meet their commitments to the University and its students and report for work as scheduled.

The Employer agrees that during the term of this Agreement, there shall be no lockouts of employees.

Article XIX **Work Environment**

The University and Union agree that all employees should be provided a work environment that fosters mutual respect and professionalism and agree that all members of the campus community play a role to ensure such an environment exists. The University has adopted policies intended to support a safe, respectful, and ethical living, learning and work environment, in compliance with the University's mission and values and applicable state, local, and federal law. In the event University standards are not being applied appropriately, employees may seek redress where appropriate, through the following policies on the University website:

- Code of Ethical Conduct –
http://supolicies.syr.edu/ethics/code_conduct.htm
- Non-Discrimination and Anti-Harassment in Employment
http://supolicies.syr.edu/ethics/nonD_harass_emp.htm
- Sexual Harassment Prevention Policy -
http://supolicies.syr.edu/ethics/sexual_harass.htm
- Affirmative Action Grievance Procedure
<http://provost.syr.edu/provost/Faculty/policies/grievance.aspx>
- Procedures Related to Termination
<http://provost.syr.edu/provost/Faculty/policies/termination.aspx#16>

The University reserves the right to exercise its judgment in establishing revising and administering policies under Article III, Management Rights and will notify the Union of changes to these policies.

ARTICLE XX **Applicable Agreement – Savings Clause**

It is the intention of the parties that the articles, sections, paragraphs, sentences and clauses in this Agreement are subject to all applicable laws and are severable. In the event that any article, section, paragraph, clause or portion of this Agreement is found to be invalid or unenforceable under any applicable law or by federal or state court or tribunal or through government regulation, administrative order or decree, such action shall invalidate only the affected contract provision and not the entire agreement. Any such invalidated provision shall, at the request of either party, be subject to negotiation between the parties but, in no event, shall the result of such negotiations circumvent the law.

ARTICLE XXI
Duration of Agreement

This Agreement shall continue in effect until May 31, 2014 at midnight and shall be automatically renewed from year to year thereafter, unless at least sixty days prior to any termination date, either party serves written notice on the other of a desire to amend or modify the Agreement.

ARTICLE XXI
Application of Contract

The undersigned are fully authorized representatives of Syracuse University and Adjuncts United (AU/NYSUT) and hereto have executed this Agreement on August 18, 2011.

For the University:

For the Union:

Nancy Cantor
Chancellor and President

Jeanette J. Jeneault
President

Negotiating Committee:

Negotiating Committee:

Jack Matson
Spokesperson

Peter Ludden
Spokesperson

Cathy Bottari

Gail Hoffman

Amy Faulkner

Carmel Nicoletti

Gerry Greenberg

Lucille Rignanese

Arthur Jensen

Kari Shaw

Julia O'Connor

Sonya Williams

Appendix A

Calculating Pay and Credit Load for Part-Time Instructors In the Setnor School of Music

Applied Music Lessons:

Salary: Total salary is calculated by taking the number of hours of lessons taught times the hourly rate of the instructor. That number is then multiplied by the 14 weeks of instruction for the semester.

Credit Load: The credit load, as a percent of full time, for the part time instructor is calculated by dividing the number of hours of lessons taught by 40 hours. To determine the percent of full time for one semester, the number is then divided by two.

The credit load, in terms of number of credit hours, for the part time instructor is determined using the ratio of 10 hours of lessons earns 3 credit hours.

Exceptions: For most situations of typical music lessons, the number of contact hours per week is equal to the number of credits the student earns. In most cases this would be one hour of lesson per week for the student to earn one credit hour. The exceptions to this are such situations as ensembles, piano lab and some other circumstances. For these exceptions, the number of contact hours will exceed the number of credits earned by the student, which would remain at one credit hour. For the instructor in these situations, the number of contact hours is used to determine the instructor's load and compensation.

Appendix B

Copy of the University Standards for Academic Freedom from the Faculty Manual

2.01 academic freedom

All members of the faculty, whether tenured or not, are entitled to academic freedom as described in the 1940 Statement of Principles on Academic Freedom and Tenure, formulated by the Association of American Colleges and the American Association of University Professors. The statement is reprinted in the Appendix.

Appendix 1

In 1940, following a series of joint conferences begun in 1934, representatives of the American Association of University Professors and the Association of American Colleges agreed upon a restatement of principles set forth in the 1925 Conference Statement on Academic Freedom and Tenure. This restatement is known to the profession as the 1940 Statement of Principles on Academic Freedom and Tenure.

The 1940 Statement is printed below. The governing bodies of the associations, meeting respectively in November 1989 and January 1990, adopted several changes in language in order to remove gender-specific references from the original text.

The purpose of this statement is to promote public understanding and support of academic freedom and tenure and agreement upon procedures to assure them in colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

Tenure is a means to certain ends; specifically: (1) freedom of teaching and research and of extramural activities, and (2) a sufficient degree of economic security to make the profession attractive to men and women of ability. Freedom and economic security, hence tenure, are indispensable to the success of an institution in fulfilling its obligation to its students and to society.

academic freedom

1. Teachers are entitled to full freedom in research and in the publication of the results, 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 institution.
2. Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching

controversial matter which has no relation to their subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of appointment.

3. The college or university teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or writes as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, 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 that they are not speaking for the institution.

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Appendix C
GRIEVANCE FORM

Date: _____

1. Grievant(s)

2 Date Grievance Occurred

3 Contract Articles allegedly violated

4 Nature of Grievance

5. Remedy Sought

Appendix D

Guidelines for Part-time Faculty Professional Development Funds

These guidelines are meant to assist individual part-time instructors and appropriate administrators* identify the activities that are eligible for reimbursement under the Professional Development Fund (PDF). This is meant to be a guideline and is not all inclusive of eligible activities.

Purpose of the PDF: Per the current Labor Agreement, “The sole purpose of the fund is to provide resources for individual professional development needs of part-time instructors that are directly related to their academic responsibilities at the University.”

Definition of professional development: Activities and events that provide opportunities for continued learning in one’s professional area. Such learning is intended to expand, deepen or update an individual’s knowledge and skills relevant to their academic responsibilities at the University. Such learning is encouraged and is at the initiation and discretion of the individual.

Covered expenses are intended to include the one-time expenses related to the development activity, service and/or event for the part-time faculty member such as, but not limited to; conference registration; travel expenses; hotel accommodations, workshop/course fees and tuition, as well as special materials directly related to the development activity including, but not limited to, books, and literature.

Specifically excluded expenses include mandatory training as required by the school/college; materials needed for everyday work; time spent for development activities; and/or personal expenses.

Guidelines for PDF requests:

The eligible part-time faculty submits a completed PDF request form detailing the specific nature of the professional development activity, including the time, date and location of the activity and how this activity will enhance the instructor’s ability to carry out his/her academic responsibilities and the actual expenses of the activity. Such requests are made in the Fall and Spring semesters and approved based on this criteria and available funding. The completed form must be submitted to the school/college for approval and processing. The approval process is as follows:

1. The applicant completes and submits the PDF Request form to the appropriate administrator in the school/college.
2. The appropriate administrator receives, reviews and approves/rejects the PDF request and returns the form to the applicant.
3. Approved requests are forwarded to the AU President.
4. AU President reviews the PDF request and advises participants as needed and forwards appropriate requests to Academic Human Resources.

5. Academic HR reviews and approves/rejects the request and returns the request to the AU President in a timely fashion. If it is rejected, reason(s) for the rejection will be provided to the AU President .
6. AU PDF committee reviews and approves/rejects the request. If the request is rejected reason(s) will be identified.
7. AU PDF committee notifies in writing the applicant and Academic HR of the final decision to approve or reject including the reason(s) for rejection on the approved template.

The PDF request form may be downloaded at http://humanresources.syr.edu/staff/bu_staff/adjuncts/links.html.

Guidelines for PDF reimbursements:

The PDF provides reimbursement for the approved actual expenses incurred by participants when the request for reimbursement is submitted with the required supporting documentation and receipts. The reimbursement process is as follows:

1. Applicant completes the Employee Expense Reimbursement Request and/or Travel Voucher. The Employee Expense Reimbursement Request is required for non-travel related expenses. The Travel Voucher is required for all travel related expenses. These forms may be downloaded at: <http://administrativeforms.syr.edu/siteindex.cfm>.
2. The applicant submits the completed Employee Expense Reimbursement Request, Travel Voucher, approved PDF Request and all required original receipts to the school/college.
3. School/college reviews and approves/rejects the reimbursement request for accuracy and completeness. Approved requests are forwarded to Academic HR.
4. Academic HR reviews for accuracy and completeness and approves/rejects the reimbursement request. Approved requests are forwarded to Disbursements.
5. Disbursements reviews for accuracy and completeness and approves/rejects the reimbursement requests. Approved requests will be processed as soon as possible.
6. Any reimbursement request that is rejected and any step will be returned to the applicant with the reason for the rejection and may be corrected and resubmitted.

* Appropriate Administrator is an administrator designated by the school/college as knowledgeable in the part-time instructor's field of study and is usually from within the school/college and his/her immediate academic supervisor.