

MEMORANDUM OF AGREEMENT, dated this \_ day of August, 2014, by and between the negotiating representatives of DOWLING COLLEGE (hereinafter referred to as the "COLLEGE") and the negotiating representatives of the ASSOCIATION OF DOWLING ADJUNCTS (hereinafter referred to as the "ASSOCIATION")

**1. Recognition**

The Association of Dowling Adjuncts (hereinafter referred to as the "Association") is recognized as the exclusive bargaining representative with respect to wages, hours and other terms and conditions of employment of Dowling College (hereinafter referred to as the "College") adjunct faculty who are employed at Oakdale and Brookhaven campuses. All other employees of the College are excluded from this Agreement, along with any employee of the Dowling Institute, or the Labor-Management Center.

The College will not challenge the Association's status as the sole bargaining representative of the adjunct faculty during the life of this agreement.

**2. Term**

Duration: The provisions of this Memorandum of Agreement shall be effective February 1, 2013 to January 31, 2015

**3. Assignments**

- A. Adjunct faculty assignments shall be made at the discretion of the CAO, or his designee, upon completion by the CAO, or his designee, of all full time faculty regular and overload assignments and such adjunct teaching assignments may include on-line instruction at the discretion of the CAO. No adjunct faculty will be assigned by the CAO, or his designee, to more than twenty-one (21) credits during the fall and winter / spring semesters of a particular academic year.
  
- B. At least two weeks prior to the publication of the course catalog, the CAO or his/her designee will meet with the Association President to review the proposed course catalog (print or digital) and discuss any concerns regarding Adjunct staffing for the forthcoming semester.

#### **4. Office Hours**

Unit members shall schedule and post office hours in the event the College has sufficient office space to provide the unit member with an office space. In the event the unit member is not assigned an office space, the unit member shall schedule appointments with students, at the specific request of a student, at a mutually convenient location on a campus of Dowling. In the latter event, and upon timely request, the Administration will endeavor to provide the unit member with a place to hold the student requested meeting.

#### **5. General Operating Conditions**

**A.** In order to insure an efficient and well-functioning relationship between the Association and the College, the College shall provide the following:

1) Each academic year, by the second week of classes, the CAO will provide the Association with a listing of adjunct faculty who were employed by the College during the previous academic year, denoting the length of service and the department each adjunct is part of.

2) Notice of regularly scheduled department meetings will be provided to the President of the Association.

#### **B. Dues Deduction**

The College agrees during the term of this agreement to deduct monthly Association dues uniformly required as a condition of membership in the chapter in such amounts as are certified to it by the Secretary-Treasurer of the Association, from the salary of each adjunct faculty member who executes a voluntary written authorization for such deduction. Such deduction shall commence with the first possible bi-weekly salary payment in the second month of the semester in which the execute authorization form is submitted to the College and one-half of such monthly amount of dues shall be deducted from each bi-weekly payment and thereafter so long as such authorization shall remain in effect. The College, shall, on or before the 15th of each month, remit to the Association all amounts so deducted during the preceding month.

The provisions of this paragraph shall be in effect in accordance and consistent with applicable provisions of State and federal law. The Association shall indemnify and save the College harmless against any and all claims, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the College for the purpose of complying with any of the provisions of this paragraph, or in reliance upon any list, notice or assignment furnished under any such provisions.

**C. Agency Fee**

The Association is entitled to collect an agency fee consistent with the limitations provided by law. The College, upon appropriate notification by the Association shall make the necessary payroll deductions. The Association agrees to indemnify the College and hold it harmless for any liability or expense that it incurs as a result of this provision.

**D. Tuition Remission**

After teaching for thirty-six (36) credit hours, Association members are eligible to enroll in any course offered at Dowling College and will receive tuition reimbursement for up to three (3) credit hours. These tuition remission credits may be used by the Association member, his or her spouse and / or dependent children; they may not be transferred to any other individual under any circumstances. Current Association members shall be credited with prior service. Service interrupted by a period of three (3) years or greater shall result in a computation beginning with the Association's member's return to service. This provision shall otherwise be subject to the College's policies regarding the use of tuition remission credits.

**E. Parking Passes**

The CFO / Treasurer shall issue 15 new laminate parking passes to the Association for distribution to the members of the Association Executive Committee. The Association President shall be responsible for keeping an updated list of individuals to whom the passes have been distributed, must submit same to the CPO / Treasurer or his / her designee and shall be responsible for reclaiming passes for reassignment upon the expiration of a members term. Additionally, the Association

President shall make all reasonable efforts to reclaim and or account for the previously issued laminate passes.

**6. Salary**

**A. Rates**

Rates shall not be increased during the life of the agreement.

<b><u>Lecturer</u></b>	<b><u>Assistant</u></b>	<b><u>Associate</u></b>	<b><u>Professor</u></b>
Entry \$864	Entry \$910	Entry \$958	Entry \$1,004
Max \$910	Max \$958	Max \$1,004	Max \$1,051

**B. Promotion**

1) If after the completion of seven (7) semesters at the entry level indicated above, the Unit member shall be granted the maximum rate for the rank they possess.

2) Promotion to the next rank, upon application, may be made in accordance with College procedure. The procedure itself and decisions made while applying the procedure will not be grievable or arbitrable.

**C. Direct Deposit**

The College will provide Unit members with direct deposit of their wages according to College practice.

**D. Mentoring of Students**

An adjunct faculty member shall be paid at a rate of \$140.00 per credit hour for undergraduate thesis supervision and \$190.00 per credit hour for Masters' thesis supervision.

## **E. Payment for per capita courses**

Payment to Adjunct Faculty teaching courses on a per-capita basis will commence in accordance with the “late start” class schedule customarily utilized by the college’s payroll department. Typically, the first installment will be paid in the payroll after the “late start” dead line for all courses. The final installment payment shall not be made unless and until the course grades are submitted by the Adjunct Faculty member.

## **7. Personnel Files**

Upon three (3) days advance notice given to the College's Human Resource Department, unit members shall be permitted to review and photocopy the contents of their Central Personnel File located in the Human Resource Office. At the request of the unit member, an Association representative shall be permitted to accompany the unit member when the file is reviewed. A representative of the Human Resource Department will be present during such review.

## **8. Management Rights**

The Association acknowledges that the Board of Trustees and the President together have the sole right of management of the College. Hence, unless expressly set forth herein, none of the terms and provisions of this Agreement shall be deemed or determined, nor have the effect in any way of interfering with, impairing or limiting:

1. The exercise of the rights, duties, authority, and obligations of the Board of Trustees and President.
2. The exercise of Board of Trustee or presidential discretion and/or judgment in the application and administration of the terms and provisions of this Agreement, provided the exercise of discretion and/or judgment is not arbitrary.

Further, it is recognized that the management of the College, the control of its properties, and the maintenance of order and efficiency are solely responsibilities of the Board of Trustees and President. The Board and President retain all rights and authority, except as they may be specifically and expressly modified in this Agreement, including but not limited to selection and direction of the work force; the granting of assignments to adjunct faculty; the summary discipline or discharge of adjunct faculty; the determination of the qualifications for employment; the determination of

work standards and the quality of work; the determination of curriculum; the determination of the number and location of facilities, stations, etc.; the determination of the work to be performed and the amount of supervision necessary; the right to purchase services of others, by contract or otherwise; and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

## **9. Grievance and Arbitration Procedures**

### **A. Definition**

A grievance is a claim based upon the meaning, interpretation, or application or a claim violation of an express provision of this Agreement.

### **B. Procedure**

STEP 1 (Informal) -A member of the Association who believes he/she has a complaint shall discuss the matter promptly with Association President and/or designee(s) who will attempt to resolve the matter informally with relevant representatives of the College. Should the matter not be satisfactorily resolved after such discussion, the Association may file a grievance at Step 2.

STEP 2(a) -In the event the Association desires to proceed further with a matter not satisfactorily resolved at Step 1, the grievance shall be reduced to writing, signed by the Association President and delivered to the CAO. The grievance must be delivered within 45 days after occurrence of the event which gave rise to (he complaint/dispute.

STEP 2(b) -As soon as practicable thereafter, the matter shall be discussed at a meeting between the Association President (and such other representatives of the' Association as he/she shall designate) and College designated representatives. Promptly following conclusion of such meeting, the College or Association, as the case may b~, shall give its answer to the grievance in writing to the Association and grievant. The answer shall be delivered, in writing, within 30 days of receipt of the written grievance.

STEP 3 -Any grievance which the Association asserts is unresolved after Step 2 may be submitted to advisory arbitration. The parties shall meet thereafter for the purpose of agreeing upon an impartial arbitrator. If the parties are unable to agree upon an impartial arbitrator, either party may request the American Arbitration Association to appoint an arbitrator in accordance with its then prevailing rules for voluntary labor arbitration. The Arbitrator shall hold a hearing on a date and at a time and place mutually agreeable to the arbitrator and the parties. The Arbitrator shall issue his/her advisory award and decision within forty-five (45) days of the hearing. The Arbitrator shall limit his/her award and decision strictly to the claimed violation of the express provision(s) of the Agreement submitted to him/her, and the arbitrator shall be without power or authority to make any decision:

(1) Contrary to, or inconsistent with, or modifying, violating, or varying in any way, the terms and provisions of this Agreement.

(2) Overruling the exercise of discretion by the CAO, President or Board of Trustees under the terms and provisions of this Agreement so long as there is substantial evidence in the record supporting the determination made, or that the determination was not arbitrary or capricious.

STEP 4 - The President shall accept or reject the advisory arbitration award and decision within forty-five (45) days of receipt thereof. The President's decision shall be transmitted in writing to the grievant and the Association.

#### **10. Labor Management Committee**

Periodically, four (4) times each academic year, up to three (3) representatives of the Association shall meet with the Provost and such other College representatives chosen by the Provost, on a mutually agreeable date and time to discuss matters of mutual concern.

#### **11. No Strike**

The Association expressly agrees that it will not encourage, participate in, or authorize any type of strike or job action at Dowling College during the term of this agreement.

## **12. Entire Agreement**

The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations and that the complete and entire understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, the College and the Association each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

## **13. General**

The labor agreement between the parties for the period February 1, 2010 through January 31, 2013 expired on January 31, 2013. The parties herewith agree that said agreement shall be modified effective as of February 1, 2013 to the extent set forth herein, as a result of their collective bargaining for a successor agreement to the expiring labor agreement. Except for changes to the agreement expressly set forth herein and changes in the language of the agreement made necessary by the following agreement, the provisions of said agreement shall remain unchanged

## **14. Contingencies**

This Memorandum of Agreement is subject to formal ratification by the Board of Trustees of the COLLEGE and the membership of the ASSOCIATION. The ratification shall occur within sixty (60) days of the date of execution of this Memorandum of Agreement. If either party fails to ratify or: fails to act within the aforesaid sixty (60) day period, this Memorandum of Agreement shall be of no further force and effect and shall be null and void. Notwithstanding the foregoing, each party's negotiating representatives shall urge their respective principals to ratify this Memorandum of Agreement.

The terms of this Memorandum of Agreement memorialize the Agreement of the negotiating representatives of the parties.

**15. Successor Agreement**

Due to the expiration date of this Agreement, its plain existence, will upon its Ratification constitute notice by the Association to the College of its intention to enter into collective negotiations for a successor agreement. No other formal notice stating such intent will be required for satisfying the Association's requirement under law to do so. However, the Association is still required to file with FMCS in accordance with statute.

**16. Non-Discrimination**

All provisions of this Agreement, including but not limited to wages, hours, terms of conditions of employment, shall be applied in a manner that is not arbitrary or capricious or discriminatory with regard to race, color, national or ethnic origin, citizenship status, religion, sex, age, disability, veteran or marital status, political affiliation or sexual orientation. An alleged violation of this provision will not be reviewable under the grievance procedure, rather and such alleged violation must be processed through the appropriate governmental agency that enforces such right and/or appropriate action through court of law.