



# The Professional

The Award Winning Newsletter

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## Hofstra, Inc.?

By Lonnie K. Stevans

According to economic theory, private corporations are profit maximizing entities. In these organizations management's role is to ensure that the present value or net worth is exploited on behalf of the owners or investors of the corporation.

When the institution is nonprofit, as are most private universities, the guiding principle of profit maximization is not a relevant tenet. Who do the managers of the nonprofit represent? There are no investors/owners, as there are in private firms, on whose behalf management would seek to maximize profits and the net worth or fund balances of the nonprofit institution. Of course, in private universities, we do have boards of trustees, but they are clearly not the same as the owners/investors of private corporations since trustees do not have fiduciary ties to the university.

Therefore, management's role in the nonprofit sector is to provide and allocate resources in the most efficient way. In fact, all employees in a nonprofit entity, including managers, work to ensure the financial and non-fiduciary success of the institution. In my opinion, the problem with many nonprofits, especially private universities, is with the belief of top administrators that they exclusively represent "the University," acting as profit maximizing corporate executives. While a university does need to be financially viable, it also has other goals. For example, Hofstra has historically provided good health and retirement benefits for its employees, not without cost to the university. We are told by our Administration that because of the new disclosure rule imposed by FASB 106 (Financial Accounting Standards Board), Hofstra currently has a \$60 million post-retirement liability which it must carry on its balance sheet. The increased liability reduces the net worth of the university and could affect our bond rating, so with the bond rating taking precedence over the welfare of retired faculty, health benefits for all current and future university employees and retirees were reduced and/or eliminated. This unilateral course of action taken by the Administration was the first step in breaking what has always been an implicit contract between Hofstra and its employees.

In the past, Hofstra has always promised to provide health benefits during retirement in exchange for current services provided by employees. It follows then that postretirement benefits are not "perks" or "freebies," but are part of

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deferred compensation for services provided. Hofstra's obligation for that compensation is incurred as employees provide the services necessary to earn their postretirement benefits. This "deferred compensation" in the form of good retiree health benefits that has been provided to Hofstra employees in the past has not only led to a more productive workforce, but it has also tended to attract better employees to the university—"better" in the sense of having a long-term commitment to Hofstra. Our Administrators seem only to be concerned with the financial aspect of this issue—never mind that in the long-run, this stance can only harm the university.

Since the Administration has succeeded in decreasing real employee compensation (salary plus benefits, adjusted for inflation) for many employees on campus, the real issue is whether Hofstra is in good financial condition or in a position that requires some sacrifices on the part of all employees. Since Hofstra is doing well financially, then there must be a "beggar-thy-neighbor" reason for demanding givebacks. Other universities have been reducing or eliminating health benefits for their retirees and requiring increased premium contributions from their employees. Hofstra is just participating in the race to the bottom insofar as employee compensation is concerned.

## The President's Message

by Estelle Gellman

As you know, we are in the last year of our current Collective Bargaining Agreement (CBA) and we need to prepare to negotiate a new contract this year. That "we" does not refer to only the negotiating team or even the AAUP Executive Committee, however, it refers to all of us. Our bargaining unit includes both full-time and adjunct faculty and, in order to negotiate a contract that represents all of our interests, we all need to participate in the process.

Many of you have expressed concerns about the healthcare provisions of the agreement reached with the University by Local 153 and the recent changes in the benefits for faculty retirees. Our committees are looking into these issues and need you to respond to our surveys regarding your priorities in these areas. Note, though, that these will not be the only areas of negotiation. In addition to healthcare, the economic issues we will be addressing include, among others, adjunct and full-time faculty salaries, child care, parental leave, research support, promotional and equity increases, and the balance between adjunct and full-time faculty and workload. Additionally, there are many non-economic issues relating to appointment, reappointment, promotion and tenure that we will also be considering. In order to be sure that the steering committee and negotiating team represent your interests on these issues, I urge you to communicate with your departmental and divisional representatives. We need you to respond to the issues we raise as well as to provide us with any additional concerns that you feel should be addressed.

I also urge you to participate in the activities planned by our Organizing and Strategy Committee under the able leadership of Sharryn Kasmir and Lee Zimmerman. They are working with the departmental and divisional representatives to strengthen communication and solidarity. What do we

### The President's Message (Continued)

mean by solidarity and why is it important? In a successful negotiation, neither side gets everything it wants. We would be naive to expect otherwise. But if we are not going to get everything we want, what do we fight for? One of the most important things the steering committee and negotiating team must do is to balance the many competing interests within the faculty in setting our priorities. The interests of new, untenured faculty will not be entirely the same as those facing imminent retirement; the concerns of new and prospective parents will not be entirely the same of those who do not have, and are not expecting to have, young children; those at the assistant professor level will not necessarily have the same interests as those at the associate professor level and those in HCLAS will not have entirely the same concerns as those in the Zarb School. When we negotiate, we have to make sure that we address everyone's interests and, if we have to compromise, it is in our best interest for all of us to share in the compromise. We have to understand that if we each fight only for our own interests above all others, we will be divided and fight alone. It is only when we, as a united faculty, join together to see that everyone gets a fair shake, that we have strength. That is what is meant by solidarity and why it is so important..

As always, the AAUP wants to negotiate a contract that is good for both the faculty and the University. It would not be in our interest to ask for things that would be fiscally irresponsible, that would harm the University's reputation or would negatively affect the students and we certainly would not do that. In order to negotiate responsibly, however, we need to base our proposals and our responses to the administration's proposals on analyses of data, not opinion. Toward that end, we have hired a consultant to help us to understand the University's budget and financial condition. In order to develop responsible proposals on economic issues, it is important that we all have a common understanding of the financial situation within which we are operating. We are also seeking data on the cost and utilization of the University's health benefits and on compensation within disciplines. We must address many complex issues that would be that much more difficult to resolve under the pressure of time and we hope that the administration shares in our desire to continue the productive process we have followed in the past of starting negotiations well in advance of the expiration of the contract. Our past experience clearly demonstrates that taking the time to fully explore the issues facilitates solutions that meet the needs of both the faculty and the administration. I look forward to working with you toward a contract that realizes those ends.



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**Hofstra Chapter American Association of  
University Professors**

Room 137 Monroe Hall  
127 Hofstra University  
Hempstead, NY 11549

Phone: 516-463-5409  
Fax: 631-264-0730  
E-mail: [aaup@aaup-hofstra.org](mailto:aaup@aaup-hofstra.org)

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**Adjunct Faculty Mobilized for Contract Negotiations**

By Scott Harshbarger

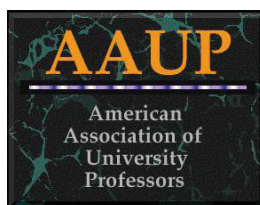
To mobilize adjunct faculty for the coming contract year, the AAUP's Organizing Committee is reaching out to boost membership in the union. Adjuncts contribute an enormous amount of talent, time, and effort to Hofstra. About 1,152 adjuncts teach at Hofstra each semester, averaging about 40 percent of total student semester hours taught. The AAUP is setting adjunct priorities for the collective bargaining agreement negotiations. What are the most pressing concerns that adjuncts face? How can the union and the university best address these concerns?

Compensation is a major issue. It's important not only to the faculty, but compensation has an impact on the quality of the teaching at Hofstra. For example, the minimum rate for an adjunct instructor at Hofstra is \$625 per semester hour. In the 2004-2005 academic year, the adjunct minimum at Nassau Community College was \$900.54 per contact hour. Faculty of higher rank and qualifications earn proportionately more. In fact, Hofstra lags behind other area schools in contract minimums. Based on this, a strong case can be made for increasing adjunct compensation across the board, including equity adjustments for veteran adjuncts. Obviously, to successfully compete for faculty, Hofstra needs to compensate adjuncts fairly.

To vote on the new contract, adjunct faculty need to be union members and must be members of the bargaining unit, (Article 2.2, CBA), when the vote is taken, probably during the summer of 2006. Since membership runs according to the calendar year, adjuncts should be enrolled dues paying union members beginning in 2006.

The Organizing Committee would like to create a network of adjuncts dedicated to furthering the adjunct agenda at Hofstra. If you are one such adjunct, or if you know of any, please contact me at [engsbh@hofstra.edu](mailto:engsbh@hofstra.edu).

Through the union, the adjunct voice can be heard.



## Hofstra Retired Professors Form HARP (Hofstra Association of Retired Professors)

More than 70 of Hofstra's retired professors from Hempstead to Australia are HARP (Hofstra Association of Retired Professors) charter members. Begun in August, the Hofstra Association of Retired Professors (HARP) constitution calls for the organization to facilitate communication among and between retired faculty and the various constituencies of the University. According to co-presidents Stan Kertzner and Natalie Naylor, HARP's mission is to be an advocate for Hofstra's retirees and to allow them to continue to support the University in carrying out its objectives and policies.

Other HARP elected officers are Eveline Felsten, Recording Secretary; Fred Keener, Corresponding Secretary; Jerry Davis, Ellen Parker, Mercedes Rodriguez, and Herb Rosenbaum. Direct inquiries and questions about HARP to Fred Keener at [engfmk@hofstra.edu](mailto:engfmk@hofstra.edu) or at 380 Yale Road, Garden City South, New York 11530.

### Q and A on Reappointment Target Dates

By Christine Gerstein

**Q.: Where may target dates be found for the submission of faculty credentials to the Departmental Personnel Committee (DPC) and for forwarding the DPC reappointment recommendation to the Dean?**

A.: Target dates for the submission of faculty credentials to the DPC and for forwarding the DPC reappointment recommendation to the Dean may be found in APPENDIX C (pp. 108-109) of the *Collective Bargaining Agreement By and Between Hofstra University and The Hofstra Chapter of the American Association of University Professors / September 1, 2001–August 31, 2006*.

**Q.: What are the target dates for faculty submission of reappointment credentials to the DPC?**

A.: If March 1 or May 31 notification of reappointment is required, October 15 is the target date for the submission of faculty credentials to the DPC. This target date applies to:

Instructors completing a contract expiring 8/31 of that academic year.

Faculty completing a 2<sup>nd</sup> special appointment expiring 8/31 of that academic year.

If June 30 notification of reappointment is required, November 15 is the target date for the submission of faculty credentials to DPC. This target date applies to:

Faculty at the rank of Assistant Professor and above completing a 1<sup>st</sup> two-year contract expiring 12/31 of the following academic year.

Faculty completing a 3<sup>rd</sup> or subsequent special appointment expiring 12/31 of the following academic year.

If August 31 notification of reappointment is required, November 15 is the target date for the submission of faculty credentials to the DPC. This target date applies to:

Instructors completing a one-year contract expiring 12/31 of the following academic year.

Faculty completing a 2<sup>nd</sup> special appointment expiring 12/31 of the following academic year.

Faculty at the rank of Assistant Professor and above completing a 2<sup>nd</sup> or 3<sup>rd</sup> two-year

To find out what is going on nationally with regards to academic freedom issues, check out the national AAUP website:

[www.aaup.org](http://www.aaup.org)

contract expiring 8/31 of the following academic year.

If December 15 or December 31 notification of reappointment is required, September 1 is the target date for the submission of faculty credentials to the DPC. This target date applies to:

Faculty at the rank of Assistant Professor and above completing a 1<sup>st</sup> two-year contract expiring 8/31 of that academic year.

Faculty at the rank of Assistant Professor and above completing a 2<sup>nd</sup> or 3<sup>rd</sup> two-year contract expiring 12/31 of the following academic year.

Faculty completing a 3<sup>rd</sup> or subsequent special appointment expiring 8/31 of that academic year.

**Q.: What are the target dates for forwarding the DPC reappointment recommendation to the Dean?**

A.: If March 1 or May 31 notification of reappointment is required, November 15 is the target date for forwarding the DPC reappointment recommendation to the Dean. This target date applies to DPCs considering reappointment of:

Instructors completing a contract expiring 8/31 of that academic year.

Faculty completing a 2<sup>nd</sup> special appointment expiring 8/31 of that academic year.

If June 30 notification of reappointment is required, February 15 is the target date for forwarding the DPC reappointment recommendation to the Dean. This target date applies to DPCs considering reappointment of:

Faculty at the rank of Assistant Professor and above completing a 1<sup>st</sup> two-year contract expiring 12/31 of the following academic year.

Faculty completing a 3<sup>rd</sup> or subsequent special appointment expiring 12/31 of the following academic year.

If August 31 notification of reappointment is required, February 15 is the target date for forwarding the DPC reappointment recommendation to the Dean. This target date applies to DPCs considering reappointment of:

Instructors completing a one-year contract expiring 12/31 of the following academic year.

Faculty completing a 2<sup>nd</sup> special appointment expiring 12/31 of the following academic year.

Faculty at the rank of Assistant Professor and above completing a 2<sup>nd</sup> or 3<sup>rd</sup> two-year contract expiring 8/31 of the following academic year.

If December 15 or December 31 notification of reappointment is required, October 1 is the target date for forwarding the DPC reappointment recommendation to the Dean. This target date applies to DPCs considering reappointment of:

Faculty at the rank of Assistant Professor and above completing a 1<sup>st</sup> two-year contract expiring 8/31 of that academic year.

Faculty at the rank of Assistant Professor and above completing a 2<sup>nd</sup> or 3<sup>rd</sup> two-year contract expiring 12/31 of the following academic year.

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