



# The Professional

The Award Winning Newsletter

**THE PROFESSIONAL** is the official Newsletter of the Hofstra Chapter of the American Association of University Professors

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## The President's Message

by Estelle Gellman

Although the AAUP does not have as high a profile during years in which we are not preparing for negotiations, we remain active in enforcing the contract and representing faculty - and we seek your continued involvement in chapter activities.

**The Contract is now available at**  
**[http://www.hofstra.edu/PDF/prov\\_contract\\_aaup0611.pdf](http://www.hofstra.edu/PDF/prov_contract_aaup0611.pdf)**  
**or in hard copy from the Human Resources office**

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Deborah Dolan

Now that the contract is available, I urge all of you to look carefully at Articles 5, 6, 7 and 8 and Appendix E on Distance Learning. Article 22 should be of particular interest to adjunct faculty and those faculty on special appointments and Appendix B should be of particular interest to Library faculty. As always, please contact me or the Hofstra AAUP office if you have any questions about the contract or concerns about implementation of procedures. Particularly in the initial year of a contract, we find that there may be language that is confusing and it is important that we hear from you if you are encountering any problems in implementing or adhering to the contract provisions.

Dennis Mazzocco is our new Grievance Officer and he is busy following up on potential grievances. We are re-instituting the grievance column in this issue of *The Professional* with the goal of more fully informing members about what constitutes a grievance and the actions taken by the union when a contract violation occurs. A grievance is not simply a complaint - a complaint rises to the level of a grievance only when it constitutes a violation of the contract. We cannot redress all faculty complaints - some complaints may be addressed by other individuals or governance bodies, e.g., the Grievance Committee of the Senate Faculty Affairs Committee or the Affirmative Action Officer, but we are here to listen to all complaints and advise as to how they may be adjudicated. If the complaint rises to the level of a grievance, then our formal grievance procedures come into play. The Hofstra AAUP chapter cannot know everything that is happening on campus so, if you are concerned about actions taken in your unit or your department, please let us know.

We hope to have all of our committees up and running by the fall and welcome your participation; either use the tear-off elsewhere in this newsletter or let us know by e-mail of your interest. We are anticipating particularly full agendas for the Benefits Committee, the Committee on Women and Minorities and the Committee on the Not-Yet-Tenured and welcome all faculty who have interest in these areas to join these committees.

I would like to take this opportunity to welcome Catherine Adams as our new

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### **The President's Message (cont'd)**

Administrative Coordinator and invite faculty to drop by the AAUP office in 137 Monroe to say hello. Catherine is taking over from Linda Lott who expertly administered the chapter for the last decade and whose vast knowledge of the University and the AAUP - and whose caring and helpful manner - was greatly appreciated by all of us who worked with her.

I am anticipating a much less stressful summer than last year - we will NOT be negotiating this summer - and look forward to working with you to broaden our activities and to strengthen the ability of our chapter to represent our faculty.

### **National AAUP Issues**

Summarized from AAUP website by Deborah V. Dolan

In addition to providing advice and assistance to faculty and administrators, engaging in state and federal lobbying, and supporting collective bargaining and other means to ensure higher education's contribution to the common good, AAUP also provides amicus briefs to the courts.

Recent briefs include:

#### **AAUP, AAR, PEN Center & Ramadan v. Secretaries of State and Homeland Security**

AAUP has a historical and ongoing commitment to the free travel of scholars, and has intervened on behalf of foreign scholars who have been denied admission to the United States based on their political beliefs and associations.

In 2004, Professor Tariq Ramadan, a Swiss national, one of Europe's leading scholars of the Muslim world, a visiting fellow at St. Anthony's College at the University of Oxford and a Senior Research Fellow at the Lokahi Foundation in London, was barred from entering the United States to accept speaking invitations by AAUP and other organizations of scholars. His visa was purportedly revoked in accordance with a federal law regarding aliens who have used a 'position of prominence within any country to endorse or espouse terrorist activity.' The ideological exclusion provision allows the government to deny a visa to anyone who has "endorse[d] or espouse[d] terrorist activity or persuade[d] others to endorse or support a terrorist organization."

The activity cited was several donations by Professor Ramadan to Palestinian relief organizations that, the government alleges, provided financial support to Hamas, a designated terrorist organization. At the time of Professor Ramadan's donations, the organizations were registered in France and were NOT deemed terrorist organizations by the US Government. In addition, Professor Ramadan had disclosed these donations to the US Government.

Since 2005, AAUP has filed a number of complaints and motions to the courts challenging both the 'material support' argument in this case as well as the ideological exclusion provision in light of AAUP's historic and continuing defense of academic freedom, scholars' freedom to travel as well as freedom to address academic communities in the United States; in addition, AAUP argues that the ideological exclusion provision also violates First Amendment principles of freedom of expression and ideas in this country.

**For more information about this and other AAUP amicus briefs, see**  
<http://www.aaup.org/AAUP/protectrights/legal/2005-07-amicus.htm>

## Executive Council

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## Q & A on Junior Faculty Leave

By Deborah V. Dolan

### Junior Faculty Leave

**(CBA section 6.18 – Not-yet-tenured Faculty Research and Scholarship Support)**

#### Who is eligible?

All full-time faculty who will not be tenured as of 9/1/08 and who have not received a negative decision regarding reappointment or tenure.

#### For how many credits am I eligible?

*If your original appointment started **after** 8/31/06, you are eligible to take 6 credits of released time.*

*If your original appointment started **before** 8/31/06, and*

- *you will not be tenured as of 9/1/08, and*
- *you have not received a negative recommendation for reappointment,*

then you are eligible to take 3 credits of released time.

#### When may I take this released time?

*The released time must be taken prior to your sixth year of service. If your original appointment started after 8/31/06, 3 of the 6 credits of released time for which you are eligible may be taken in your first or second year.*

#### What is the procedure for taking released time?

You must notify your Department Chairperson (Chair) no later than the second week of the semester prior to the semester in which you wish to take the leave. [If a faculty member wishes to take released time during his/her first semester, the faculty member must notify the Chair at least 30 days prior to the start of that semester, or within one week of the appointment letter if that date is later.]

**I notified my Chair within the first two weeks of this semester that I wanted to take released time next semester. S/he indicated that it isn't a good time/I can't take it that semester. What now?**

The Chair must make every effort to schedule the released time for the requested semester. Occasionally, this may not be possible. At the latest, the released time must be granted for the semester following semester requested.

## Q & A on Junior Faculty Leave (cont'd)

**I was initially appointed after 8/31/06 and thus eligible for 6 credits of released time. Can I take them in the same semester?**

YES, but only in your third, fourth, or fifth year (you can only take 3 of the 6 credits of released time prior to your third year).

**Can I combine released time with banked time to further reduce my load or to be released from teaching responsibilities for an entire semester ?**

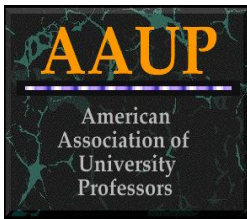
YES. Released time can be combined with banked time to further reduce your load in a semester, or to be excused from teaching responsibilities for 1 semester.

**Do I need approvals beyond the Chair to take a semester off?**

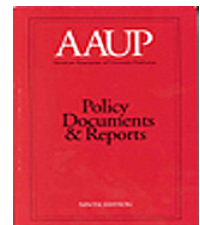
YES. Positive recommendations from your Chair and Dean and permission of the Provost are required in order to be released from teaching responsibilities for a semester.

**Can I take overload during the semester in which I take released time?**

NO.



**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)**



## The Adjunct Angle

By Richard Pioreck

**As an adjunct faculty member did you know:**

- \* That you receive a 6% increase upon earning a promotion in rank? (CBA Article 8.9)
- \* That you receive seniority bonuses? (CBA Article 8.8)
- \* That you have access to research funds? (CBA Article 6.21)
- \* That you have health benefits available to you? (CBA Article 7.10)
- \* That you and your dependents are eligible for tuition remission? (CBA Article 7.22)
- \* That you can establish a TIAA-CREF retirement account? (CBA Article 7.20)
- \* That you can have your AAUP dues deducted in installments from your paycheck?

These and many other rights and benefits dealing with subjects ranging from compensation to working conditions to the criteria for gaining a promotion in rank are detailed in the collective bargaining agreement (CBA) between Hofstra University and the AAUP.

Many adjunct faculty members are unaware of the rights and benefits they have under the CBA. All faculty members should be aware of these rights and benefits so they may avail themselves of their rights and benefits.

These hard won benefits are largely unknown to adjunct faculty members. Partly this is due to the nature of the adjunct existence, moving from university to university to teach a large enough load to make ends meet. But the greater reason is most likely because so many adjunct faculty members do not inquire about what rights and benefits they are entitled to under the CBA. Knowing your rights and benefits can help you work smarter and secure greater compensation and defray the expense of some fringe benefits such as healthcare and retirement.

What other rights and benefits would adjunct faculty want to have? The AAUP wants to know what your concerns are. What do you need to do your jobs to the best of your ability?

Each fall, we ask adjunct faculty members to join the AAUP. Dues were only \$51.00 for 2007. Besides securing your voting rights for the new CBA, you will also be represented by the AAUP rather than just covered by the provisions of the CBA. Increased union membership will allow the AAUP to bargain for additional rights and benefits in the new CBA. Join this upcoming Fall, and become a member for 2008. Let Hofstra University know you care about how adjunct faculty are treated as we perform our very necessary jobs.

Future columns will discuss these and other rights and benefits in greater detail. Knowing your rights can only benefit each and every adjunct faculty member.

# WELCOME!

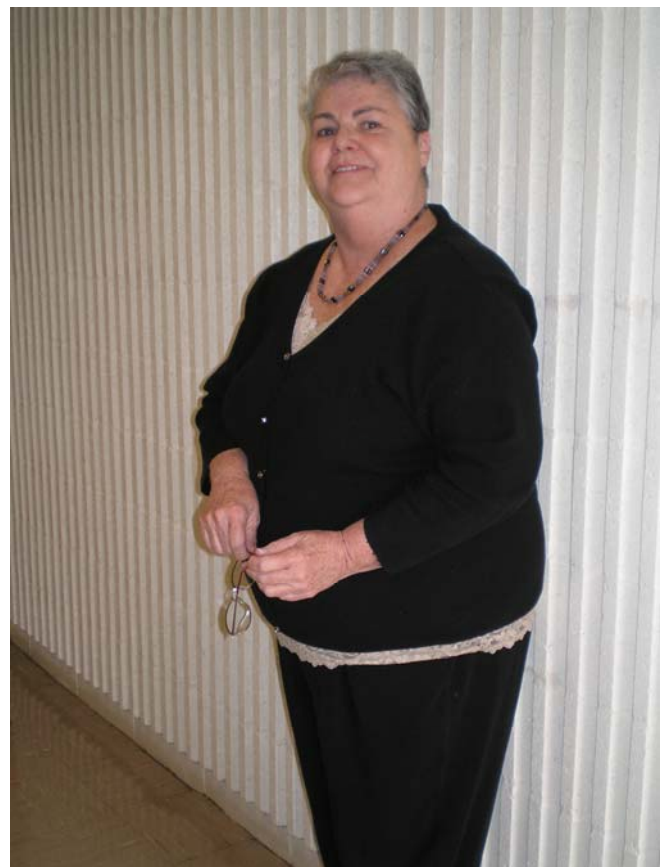
**We would like to welcome  
Catherine Adams  
as the new Administrative Coordinator  
of Hofstra AAUP.**

Catherine has been a member of the Hofstra community for the past 16 years, serving as secretary in the Business Computer Information Systems and Quantitative Methods (BCIS/QM) and Accounting, Taxation, and Legal Studies in Business Departments simultaneously.

Catherine is located in the AAUP office at 137 Monroe Hall.

Telephone 516 463 5409

email [Catherine.Adams@Hofstra.edu](mailto:Catherine.Adams@Hofstra.edu)



## News from Retirees

By Natalie Naylor

The Hofstra Association of Retired Professors (HARP) is entering its fourth year with more than 100 members, about half residing in the New York metropolitan area. HARP is an advocate for Hofstra retirees; provides opportunities for social interaction of its members; disseminates information on issues relevant to Hofstra retirees; facilitates communication among retired faculty; and provides a forum for Hofstra retirees to discuss issues and concerns. HARP has had several general membership meetings at Hofstra, with retiree health benefits a continuing concern.

**The next general meeting is scheduled for May 11 at 12:00 noon in Student Center Room 142**, when Gene Kaplan will discuss his recent book *Sensuous Seas: Tales of a Marine Biologist*. Faculty who will be retiring this year are invited to attend.

The current, elected officers and other members of the HARP Council are: Stanley Kertzner and Natalie Naylor, Co-Presidents; Eveline Felsten, Recording Secretary; Fred Keener, Corresponding Secretary; Harold Klein, Ellen Parker, Hadassah Paul, Mercedes Rodriguez, and Herbert Rosenbaum. Faculty who are retiring in 2007 can direct inquiries and questions about the organization to Fred Keener at [engfmk@hofstra.edu](mailto:engfmk@hofstra.edu) or at 380 Yale Road, Garden City South, NY 11530.

## Grievance Report

By Dennis W. Mazzocco, 1st Vice-President for Grievances

Article 11 of our collective bargaining agreement covers Grievance and Arbitration procedures, which provide for a series of steps to resolve contractual disputes. Following these steps, arbitration may become necessary if we are unable to resolve a conflict. (An arbitration is essentially a legal hearing to resolve contractual disputes and is presided over by an arbitrator who is hired by both sides; the ruling of the arbitrator is binding on both parties.) If a faculty member believes that she/he has had contractual rights violated, the first step is to bring the matter to the attention of the Hofstra AAUP by telephone or email. This initial dialogue with the union provides us with an opportunity to gauge if indeed there may be a violation. At this point, the matter remains confidential as the union and the faculty member discuss the potential contractual violation. If there is agreement to move forward, we generally attempt to meet with the administration to settle the issue, if at all possible, and at least determine what the administration's argument(s) might be if the case were to go to arbitration. If that proves unfruitful, we then consult with our legal counsel to determine if we have contractual grounds (or a history of past practice) to file a grievance, and how likely we are to prevail if the case were to proceed to arbitration. The Hofstra AAUP retains one of the most experienced labor law firms with considerable experience in protecting faculty governance. We rely upon our attorney to guide us so that we do not bring forward frivolous cases with no merit. Additionally, our Grievance Committee, consisting of senior faculty and the union executive officers, deliberate over every case that might go forward to arbitration. Although it can be tempting to bring all grievances that are not satisfactorily resolved to arbitration, it can be damaging to the faculty to go to arbitration on cases that we lose. Not only is it costly, but the faculty member(s) involved may lose more in an arbitration establishing interpretations of contract language inimical to the interest of the faculty than if they agreed to a compromise settlement with the administration. We make every attempt to resolve grievances through discussion with the administration. When, however, there is a clear violation of the contract and our legal counsel believes that the faculty member is likely to gain more from arbitration than from a negotiated settlement, we will not hesitate to present a vigorous defense of our faculty members' rights.

From January 2006 to present, the AAUP has handled some 20 inquiries from faculty members requesting assistance and/or inquiring about contractual violations. Many of these cases were either settled with the administration or, after consultation with the union member, union officers, and our legal counsel, it was found that they did not constitute a contractual violation. Of the original 20 or so inquiries, only four cases resulted in formal

grievances with the administration. As of this writing, none have proceeded to arbitration. Here is a brief description of many of the inquiries/cases we have investigated on behalf of faculty members. Whenever possible, we will protect the identities of our members who have brought possible contract violations/issues to our attention.

1. Three faculty members received negative tenure decisions due to declining enrollments in the program in which they taught. These faculty were originally given denials of tenure "without prejudice" while the administration reviewed the enrollment figures. The review and subsequent denials were not issued until late in the fall semester of their terminal year. The AAUP filed grievances on behalf of these members, citing the shortened time period that these faculty received to appeal the University's decision and/or to find new employment. Progress is being made toward a settlement that would give each of these faculty members an additional year of employment and the right to apply for open lines in other departments to which they could apply their previous University experience. **Grievance Filed: December, 2006. Pending.**

2. One professor was accused of filing expense reports for an academic conference that he/she allegedly did not attend. In the absence of a formal investigation or the opportunity for the faculty member to present his/her case, the Dean imposed sanctions that included a new five-day per week teaching schedule, the refusal to approve travel funds to conferences (even though a paper had been accepted and was scheduled for presentation), and a denial of overload and summer teaching. A grievance was filed by the AAUP citing inequitable class assignments and denial of contractual rights and requesting that the basis for the sanctions be reviewed by the appropriate faculty committee. The faculty member and Dean have since reached a settlement agreement. **Grievance filed: November, 2006. Settlement agreed upon.**

3. A professor was removed as a Director in a Study Abroad program without a formal investigation or DPC review. The AAUP filed a formal grievance based on procedural violations. Since the professor was given an assignment to another Study Abroad program, although not as a Director, and there is ambiguity as to the procedures for appointing Program Directors, it was felt that it was not appropriate to pursue arbitration. **Grievance filed: October, 2006. Dropped without resolution.**

4. Three adjunct professors (over the course of the last year) raised concerns about cutbacks in their Summer teaching assignments (and compensation) caused in some part by a reduction in the number of sections offered. Each complaint centered on seniority contractual protections not being honored. One grievance was filed on behalf of two of the professors, while the third professor did not elect to go forward with a formal complaint. The grievance was settled when the faculty members' teaching schedules were restored to their former levels. **Grievance filed: April, 2006. Grievance settled.**

5. Two adjunct professors raised complaints that they had lost teaching assignments (and compensation) due to a reduction in courses offered and/or residual effects of the reduction of SUS faculty. The union investigated and found no reason to file a grievance in these matters due to a lack of any contractual violation. **No contract violation. No grievance filed.**

6. One full-time professor raised concerns because his/her teaching schedule differed from a verbal agreement he/she made with the administration following the reduction of SUS faculty. The union investigated and elected not to go forward with a formal grievance. The union had no standing to enforce an oral agreement when the teaching assignment did not violate the contractual requirements. **No contract violation. No grievance filed.**

7. One full-time professor raised concerns over class size limits that involved teaching 90 students or more. The contract does not prevent the administration from assigning a specific number of students to any one instructor as long as appropriate procedures are followed in respect to consultation with faculty when class limits are exceeded, appropriate compensation is forthcoming, and class assignments are made fairly and equitably. The union investigated and found no reason to file a grievance. **No contract violation. No grievance filed.**

Grievance Report (cont'd)

8. One adjunct professor raised concerns about cutbacks in his/her teaching assignments (and compensation) caused in some part by reductions in the number of sections offered. The complaint was settled when the faculty member's teaching schedules were restored to their former levels after consultation between the Dean and AAUP. **Complaint settled without formal grievance.**

9. One professor raised complaints that his/her schedule (and compensation) was not being fairly adjudicated. The complaint was settled without a grievance and resolved after negotiations with the AAUP and Dean. **Complaint settled without formal grievance.**

10. One professor filed a complaint regarding the use of materials designed for a distance learning class and compensation for teaching large distance learning classes. The AAUP filed a grievance in an effort to resolve the matter; it was ultimately settled to the satisfaction of all parties. **Grievance settled.**

*The above instances are typical of the type of grievance activity in which the AAUP is involved. If you have similar concerns or feel that your rights have been violated under the contract, please do not hesitate to contact myself or another AAUP representative. We are always here to help you.*

We're on the Web:  
**WWW.AAUP-HOFSTRA.EDU**  
  
Webmaster: Annmarie Singh

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



**Yes, I would like to become active in Hofstra AAUP.**

**I am interested in**

- Benefits Committee**
- Committee on Women and Minorities**
- Not-Yet-Tenured Committee**
- Newsletter Committee**

**Name:** \_\_\_\_\_ **Dept:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Please tear off and return this form to the Hofstra AAUP Office, 137 Monroe Hall, Hofstra University, Hempstead, NY 11549. We will contact you shortly.**

**Or, if you have questions, please call Catherine Adams at x35409 or email her at [Catherine.Adams@Hofstra.edu](mailto:Catherine.Adams@Hofstra.edu)**

