AGREEMENT BETWEEN LE MOYNE COLLEGE AND

LE MOYNE COLLEGE ADJUNCTS ASSOCIATION, NYSUT, AFT/NEA, AFL-CIO

JULY 1, 2019 TO JUNE 30, 2020
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PREAMBLE

This is a labor contract by and between LE MOYNE COLLEGE ("Le Moyne" or the "College") and Le Moyne College Adjuncts Association, NYSUT, AFT/NEA, AFL-CIO ("Union" or "LMCAA").

The purpose of this Agreement is to promote and maintain good relations between the College, the Union, and the adjunct faculty members represented by the Union and to make clear the basic provisions upon which such relations depend. It is the intention of both the College and the Union to work together to provide and maintain mutually satisfactory terms and conditions of employment and to prevent, as well as adjust, misunderstandings or grievances related to employment arising hereunder.

ARTICLE 1

RECOGNITION

The College recognizes the Union as the exclusive bargaining representative for all part-time adjunct non-tenure track faculty members employed by the College and providing classroom instruction on its campus in Syracuse, New York and those who provide classroom instruction at sites away from the Syracuse campus within the Central New York region (but not those who teach only "on line," including "hybrid" courses requiring students to be in the classroom less than 30 percent of the normal class time), and who teach at least three credit hours in a semester in any combination of one, two or three credit courses, including part-time adjunct non-tenure track instructors, part-time adjunct non-tenure track assistant professors, part-time adjunct non-tenure track associate professors, and part-time adjunct non-tenure track professors; but excluding all full-time faculty members, tenure and tenure track faculty members, visiting faculty, research faculty members, graduate assistants, teaching assistants, research assistants, non-classroom instructional staff and Site Supervisors, faculty members who work in a dual capacity for the College which includes administrative, supervisory, confidential and/or managerial status, confidential employees, temporary employees, casual employees, managers, guards, all other professional employees and supervisors as defined in the National Labor Relations Act, all full-time employees, and all other employees.

ARTICLE 2

DEFINITIONS

For the purpose of this agreement:

1. The term "College" refers to Le Moyne College.

2. The term "Union" or "LMCAA" refers to Le Moyne College Adjuncts Association/NYSUT/AFT/NEA AFL-CIO.

3. "Part-time" or "adjunct faculty member" shall carry the same meaning as "bargaining unit member."

4. "Day" shall mean any day, Monday through Friday that the College is open for business.

5. For those bargaining unit members providing voice and instrumental lessons, each hour of lesson per student, per semester, shall carry a credit hour equivalent of two (2) hours.

6. For purposes of this Agreement the "Academic Year" commences with the start of the Fall semester and ends the day before the start of the next Fall semester.
7. Bargaining Unit Member: Subject to the more detailed provisions of Articles I (Recognition) and XV (Seniority Credit), a bargaining unit member generally is an adjunct faculty member who is earning Seniority Credit (based on at least three credit hours of classroom instruction provided on the College's campus or away from campus but within Central New York) for the current semester (Fall/Spring) or summer session, or who in at least one of the preceding three semesters (Fall/Spring) or summer sessions has earned Seniority Credit (based on the same three credit hours of classroom instruction) in anyone semester/session. Bargaining Unit Member status is not attained by virtue of online teaching or the teaching of hybrid courses which required less than 30% of normal class time. Bargaining Unit Members who teach only in the summer lose Bargaining Unit Member status if they do not teach at least three credits hours for two consecutive summers. Other Bargaining Unit Members lose Bargaining Unit Members status if they do not teach at least three credit hours for four consecutive semesters/sessions.

8. "Seniority Credit" is earned when an adjunct faculty member teaches three (3) qualifying, as defined in #7 above, credit hours or more (in any combination of one, two or three credit hour courses) during a semester.

9. Active Status: An adjunct is in Active Status in any semester (or summer session) in which he/she is a Bargaining Unit Member and is actually engaged in classroom instruction of at least three credit hours on the College's campus or away from the campus but within Central New York. Teaching online teaching or teaching of hybrid courses which require less than 30% of normal class time does not constitute Active Status.

ARTICLE 3

MANAGEMENT RIGHTS

Management of the College is vested exclusively in the College. Except as otherwise specifically provided by an express provision of this Agreement, the Union agrees that the College has the right:

- to establish, plan, direct, alter and/or control the College's programs, curriculum, course offerings, objectives, activities, resources and priorities;
- to establish, alter and/or administer policies, procedures, rules, regulations and standards governing conduct, performance, quality, and safety and/or to direct and control College operations;
- to apply College-wide policies to adjuncts;
- to alter, reorganize, expand, reduce and/or discontinue programs, units, schools, courses, equipment, facilities, and locale of operations;
- to address accreditation requirements;
- to determine and/or alter the type of personnel assigned to perform duties;
- to determine and/or alter the number, qualifications, scheduling, responsibilities and assignment of adjuncts (including but not limited to requiring attendance at orientation and/or training sessions);
- to evaluate, determine the timing and content of evaluations, and/or determine the processes and criteria by which adjuncts' performance is evaluated (including changes thereto);
- to determine compensation for adjuncts;
- to discipline or dismiss adjuncts;
- to exercise the option not to hire or reappoint adjuncts;
- to establish and/or alter the academic calendar, including holidays and holiday scheduling;
- to assign and/or alter work locations;
- to schedule and/or alter hours of work;
- to recruit, hire, promote, demote, layoff, transfer and/or reassign adjuncts;
- to determine all matters relating to faculty hiring and tenure and student admissions;
- to introduce new (or otherwise changes existing) standards, facilities or methods of instruction or assessment of student learning;
- to subcontract all or any portion of any operations;
- to exercise sole authority on all decisions involving academic matters; and
- to make decisions regarding what is taught, how, when and where it is taught and by whom it is taught

The above listing of management rights is not intended to be exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the College.

ARTICLE 4

UNION RIGHTS

1. Bargaining Information

The College shall provide to the Union annual audited financial statements and the annual budget of the College, upon request, no sooner than thirty (30) calendar days of approval by the Board of Trustees.

2. Unit Information

The College shall provide electronically to the Union a list of the names, home telephone numbers (if available), home addresses, campus e-mail addresses, and the class schedules of all members of the bargaining unit who are currently teaching within six weeks from the first day of classes for the fall term and spring term. Such list for the summer term(s) will be provided no later than October 1.

3. Labor/Management Meetings

The College Provost and/or designees and the Union President and/or designees shall meet at least once each Fall and Spring term at a mutually agreed upon time, unless the parties agree not to meet. Requests to meet shall be made at least one week in advance.

4. Communications

So long as the College has sufficient technology and capacity, the Union shall have the right to communicate notices concerning Union meetings, social affairs, elections, and other general Union business over the College's computer system via a website created by the College for that purpose. Communications shall be submitted for posting to the Director of Human Resources (or designee); posting shall occur within a reasonable time after receipt. Derogatory statements about the College or personnel will not be posted. Use of the system is subject to the College’s generally applicable computer use policies. In the event the College believes the contents of a notice violates this section, it will not post the notice and will return it to the Union, with reasons for its rejection provided in a timely manner.

5. Meeting Space

The Union will be permitted to utilize College facilities for meeting space subject to the same procedures and requirements applicable to any other group.
6. Cabinet Space

The College shall provide the Union President with space on campus where he/she may maintain a locked filing cabinet, which the Union will provide.

7. Copies of Agreement

Following signing, the College will distribute copies of this Agreement to members of the bargaining unit electronically.

ARTICLE 5

UNION SECURITY/CHECKOFF

1. With respect to any bargaining unit member on whose behalf the College receives a written authorization in a form agreed upon by the LMCAA and the College, the College shall deduct from the wages of the bargaining unit member an amount equal to the LMCAA member dues or agency fees in the amount designated by LMCAA. The deductions shall be made in accordance with the written authorization. The College agrees to transmit the dues and agency fees so deducted to the Union by the tenth (10th) day of the following month.

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 College needs to be corrected.

2. Errors made in Union dues or agency fee deductions resulting from errors made by the College will be corrected as necessary by the College. In no event will the College 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.

3. The College 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 College will provide said data electronically.

4. The LMCAA shall provide the College 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 LMCAA shall provide the College the nature and effective date of the change in writing, no later than thirty (30) days prior to the change.

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

6. The College will include in its packet of information for new hires such union-related information as mutually agreed upon by the parties.

ARTICLE 6

SENIORITY CREDIT

a. Adjunct faculty members shall earn one (1) Seniority Credit upon completion of bargaining unit employment in each Fall or Spring semester. Adjunct faculty members shall also earn one (1) Seniority Credit upon completion of bargaining unit employment during any one (1) or more summer sessions. The maximum number of Seniority Credits that an adjunct faculty member can earn in any academic year is two (2) credits. Notwithstanding that credit is earned only upon
completion of employment for a semester, an adjunct faculty member who has been assigned a
course, but which course has then been reassigned to a full time faculty member in order to
complete that faculty member's teaching load, will receive Seniority Credit for that course as of the
completion of that semester.

b. Any adjunct faculty member who does not earn Seniority Credit for four consecutive semesters (not
counting summer sessions) shall no longer be considered a unit member. For those adjunct faculty
members who teach only summer sessions, unit membership is lost after a failure to earn Seniority
Credit in two consecutive summers. If such an individual is reemployed, that person will have the
status of a new employee. 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 an adjunct faculty member
resigns or is terminated for cause.

c. Any bargaining unit employment, subject to the limitations set forth above, shall be counted for the
purposes of Seniority Credit. Specifically, any such service provided prior to the recognition of the
Union as the exclusive bargaining unit by the National Labor Relations Board (as reflected in the
College's records) shall be counted for the purposes of seniority credit.

d. As the College initially determines years of seniority from its records, it will provide each unit
member and the Union with its determination as it becomes available (i.e., as the College
determines seniority for portions of the bargaining unit, it may provide that information to unit
members and need not provide information for the entire unit at one time). Each adjunct faculty
member shall have 60 days from the date they receive such information to share any discrepancies
with the College along with evidence proving such for correction. (The failure to raise an issue
within that 60 day period will render the College's determination final and binding.) Any unresolved
discrepancy between an adjunct faculty member and the College shall be subject to the contractual
grievance procedure. Following the initial reconciliation of seniority credit the College shall provide
the Union with a comprehensive seniority list annually, which list shall not be subject to challenge.

ARTICLE 7

ACADEMIC FREEDOM

Adjunct faculty will be afforded the same academic freedom as full-time faculty, as set out in the
College’s policies and/or Faculty Handbook.

ARTICLE 8

GOVERNANCE

Adjunct faculty will be permitted to participate in the Faculty Senate on such terms as established
by the Faculty Senate.

Departments will invite adjunct faculty to at least one department meeting during the Fall and
Spring semesters and provide timely notice of the time and place of each such meeting.
ARTICLE 9

APPOINTMENTS

1. Except as otherwise provided herein and subject to the terms of this Agreement, the College 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 work to meet the College’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 College will make a reasonable effort not to make changes to appointments before the end of a current appointment.

2. Notice of Course Offerings

Unit members who have taught the same course for six (6) or more semesters and are displaced by a newly hired part-time faculty member and left without an appointment, the displaced unit member will receive notification of the change from the department chair on or before November 15 for the spring semester and on or before June 30 for the Fall semester. The department chair will also provide the rationale for such a change if requested by the unit member.

Except in emergency situations, at least five (5) work days before posting outside the College or offering to a non-bargaining unit member any course offerings (including open sections) and/or other teaching assignments which the College determines it will make available to part-time faculty, the College will provide a notice of those course offerings by each department to its adjunct faculty members, with a copy to the Union President.

Bargaining unit members interested in teaching any such course or other teaching assignment may submit a written request including by email so indicating to the department chairperson within five (5) days of the posting.

Course offerings and/or other teaching assignments available to bargaining unit members shall be offered to the best qualified candidate based upon qualifications established by the College and included in the posting. If, as determined by the College, an internal and external candidate are equally qualified, preference will be given to the internal candidate (subject to the College’s right to make an appointment to accommodate dual career interests). In the event that the College determines that two or more bargaining unit members are equally qualified, the bargaining unit member with the most seniority credits shall be offered the course to teach.

The assignment of course and/or other teaching assignments are not subject to the grievance and arbitration provisions of this Agreement but may be presented to the Dean for review in a timely manner. The Dean, or his/her designee, shall provide an e-mail response to the unit member normally within five (5) business days. The determination of the Dean (or his/her designee) is final.

3. Course Load and Length of Appointments

Beginning with the 2012-2013 academic year, the following Departments shall offer one (1) year appointments, of at least two courses per academic year, to at least the listed number of adjunct faculty (totaling 28) as follows:
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<th>Courses</th>
<th>Units</th>
<th>Courses</th>
<th>Units</th>
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<tbody>
<tr>
<td>Anthropology, Criminology,</td>
<td>1</td>
<td>Foreign Language</td>
<td>3</td>
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<tr>
<td>Sociology</td>
<td></td>
<td>Philosophy</td>
<td>3</td>
</tr>
<tr>
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<td>2</td>
<td>History</td>
<td>3</td>
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<td></td>
<td></td>
<td>Religious Studies</td>
<td>3</td>
</tr>
<tr>
<td>Education</td>
<td>3</td>
<td>Psychology</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fine Arts/ VPA</td>
<td>4</td>
</tr>
<tr>
<td>English</td>
<td>2</td>
<td>Political Science</td>
<td>1</td>
</tr>
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<td></td>
<td></td>
<td>Chemistry</td>
<td>1</td>
</tr>
</tbody>
</table>

The parties agree to meet as needed to evaluate and adjust the foregoing minimums. Decisions to adjust the minimums up or down shall be based upon the reasonable rationale provided by the College.

If a one (1) year appointment is cancelled or shortened that causes the College to fall below the agreed upon total minimum number of one (1) year appointments, the affected Adjunct Faculty member will receive the stipend provided in Paragraph 6 of this article.

Nothing in this Agreement restricts one of the above listed Departments from offering more than the above number of one year appointments or Departments not listed above from offering one year appointments. An individual who receives a one year appointment one year has no guarantee of receiving it in future years.

Department Chairs may consider seniority and/or qualifications in determining which adjunct faculty are to be offered a contract covering more than one (1) semester.

Adjunct faculty who are offered contracts of more than one semester and are unable to accept them, may be offered a single semester contract.

Notwithstanding any other provision of this Agreement, the College may provide priority in course assignments to recipients of one year appointments if necessary to meet the above course requirement.

4. Notification of Appointments and Appointment Renewals

For bargaining unit members whose appointment is for a fall semester or a full academic year, every effort will be made by the College to notify individuals of that appointment by August 1. For bargaining unit members whose appointment is offered for a spring semester, every effort will be made by the College to notify individuals by December 1.

For bargaining unit members who receive summer session appointments, every effort will be made by the College to notify individuals of that appointment by April 30.

The minimum information to be included in the contracts shall be the number of hours to be taught, expected responsibilities and the payment accompanying such instruction. Additional duties and the corresponding compensation shall be included in the contract. Additional hours above the minimum provided in the contract may be taught upon agreement between the individual and the College.

5. Notification of Non-Renewal for Purpose of Termination

For those bargaining unit members whose appointments are not going to be renewed for the purpose of termination, every effort will be made to provide notification by April 15 for the Spring and December 1 for the Fall. When a member is undergoing remediation in accordance with Article XX of this Agreement, notification of non-renewal will be provided two weeks after the conclusion of the semester.
Upon notice of said non-renewal, a bargaining unit member may request the reasons for non-renewal within ten (10) work days of receipt of such notice. The request for reasons shall be addressed to the member’s immediate supervisor.

The member’s immediate supervisor shall provide the bargaining unit member with the reasons for non-renewal within ten (10) work days of the request.

In the event a bargaining unit member challenges the reasons provided, the timelines established in the grievance procedure shall begin with the date the individual receives the reasons provided by the member’s immediate supervisor.

6. Cancelled Courses

Scheduled courses may be canceled due to insufficient enrollment or other reasons as determined by the college. In the event a course is cancelled any time after the notification dates listed above, the College shall make a good faith effort to offer the bargaining unit member impacted another course to teach. In any event the unit member shall receive seniority credit for the semester that the cancelled course was to have been taught.

If, for any reason other than insufficient enrollment, a course is cancelled within two weeks of the first day of class or later, the assigned bargaining unit member will receive a $375 stipend, in addition to prorated pay (equal to the number of class sessions taught/total number of schedule class sessions) for any class session that has been taught. This benefit shall be extended equally to unit members with appointments that are one (1) semester and multiple semesters.

ARTICLE 10

WORKLOAD

1. An adjunct faculty member may be permitted to work up to 21 credit hours in any academic year (exclusive of the Summer, May and J-mesters). In special circumstances, the Provost may approve assignments beyond 21 credit hours. Credit hours taught during summer sessions are not counted towards the 21. The parties agree that this section is not intended to establish a definition of adjunct status, and teaching assignments, regardless of the number of hours, do not qualify under any circumstances for tenure consideration.

2. The College agrees that it will apply its class size limits without regard to whether a course is taught by an adjunct faculty member or a full time faculty member.

ARTICLE 11

WORKING CONDITIONS

1. Teaching Related Expenses

The College shall provide all supplies, materials and/or software, which it requires to teach a class. If an adjunct faculty member is authorized by the College to purchase said supplies, materials and/or software, he/she will be reimbursed for those expenses upon submission of appropriate receipts to the Department or Program Chairperson.

Upon prior approval by the Department Chair or Program Chair, the College shall make direct payment to the institution or facility to cover the cost of field trips and similar expenses. Examples of such field trips include, but are not limited to, museum trips, concerts, movies, plays and readings.
If an adjunct faculty member is authorized to cover the costs of the approved field trip, he/she will be reimbursed for those expenses upon submission of receipts to the Department/Program Chairperson.

If the College requires the use of an outside party in connection with a class (accompanist), the adjunct faculty member shall have the cost of such outside party covered by the College.

2. Desk Space and Equipment

Each adjunct faculty member shall have access to copy machines, e-mail and a computer with readily accessible, professional quality printing capabilities at no cost to the individual. Adjunct faculty members will have access to a desk with the understanding that it might be shared with colleagues.

3. Intellectual Property

Adjunct faculty members shall be afforded all of the same rights regarding intellectual property that full-time faculty are provided.

4. Health Safety

The College shall continue to make reasonable provisions for the safety and health of adjunct faculty members during the hours of their employment.

LMCAA shall be notified of the convening of the College Health and Safety Committee or committee of similar purpose and mission. The LMCAA shall appoint one (1) member of said committee if and when it is convened.

5. Personnel Files

The College shall maintain an official personnel file for each adjunct faculty member. The College will provide that member with a copy of any formal performance and/or disciplinary action that is placed in the unit member's personnel file. The adjunct faculty member shall have the right to review the contents of this file on a reasonable basis, by appointment and under supervision of Human Resources. The adjunct faculty member may be accompanied by a Union representative. Upon reasonable request, adjunct faculty will be provided with copies of any documents in the personnel file. The College may request that the adjunct faculty member sign any document prior to its placement in the file. Unless specifically provided otherwise in the document, such signature does not indicate agreement with the contents of the document but merely indicates that the individual has seen the document. An adjunct faculty member has the right to reasonably submit a response to any document placed in the personnel file.

ARTICLE 12

EVALUATION

1. Procedures

Adjunct faculty may be evaluated to maintain and promote academic standards and to assess qualifications and competency.

The College will from time to time modify the evaluation tool and/or process to be used in evaluating adjunct faculty. Prior to finalizing any changes to the tool and/or process, the College will seek the input of the Union President, through Labor Management Committee meetings or otherwise. Evaluations may consist of input from students, faculty and appropriate administrators.
For evaluations conducted by someone other than students, the evaluations shall be in writing and conform with department standards and criteria. When appropriate, all such written evaluations shall include specific suggestions for improvement.

Members are encouraged to provide a Report of Professional Activities to their department chair each academic year.

At least once during the term of the collective bargaining agreement, the College will make every effort to complete at least one evaluation for each adjunct faculty member.

When an evaluation is complete, an adjunct faculty 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.

An adjunct faculty member may request that the appropriate administrator jointly review the evaluation at a time mutually acceptable to both parties.

An adjunct faculty member may place supplemental student evaluations and/or a summary of student evaluations in his or her personnel file.

The College will provide at least one (1) week notice to the adjunct faculty member in advance of the presence of observers attending a class session for the purpose of conducting an evaluation under this article, except in special circumstances which will be reviewed with the Union President or designee.

2. Student Evaluation

The Office of Institutional Research shall make available to adjunct faculty members, their Department or Program Chairpersons, and the appropriate Dean and the Provost a statistical analysis of student course evaluations. All student evaluation and commentary may be shared with the foregoing members of the College community, as well as the President and Human Resources, but not with other members of the College community without the adjunct faculty member's approval.

The procedures for processing and analyzing data and communicating results should duly respect the confidentiality of both students and faculty.

With the approval of the adjunct faculty member, the appropriate Dean may make available the adjunct faculty member's student course evaluations to other members of the Le Moyne College community for consultation.

Procedures for securing, summarizing, and introducing student evaluations into the administrative process of evaluation will be examined periodically for efficiency and overall effectiveness in Labor Management Committee meetings.

3. Remediation

In the event an adjunct faculty member who has earned seniority credit in at least three (3) academic years is identified to have an unsatisfactory classroom teaching performance, the College shall notify the adjunct faculty member of his/her teaching deficiencies and shall offer the individual an opportunity to remediate any identified deficiencies.
The adjunct faculty member will be given specific written guidelines on what teaching issues need to be corrected. Where appropriate in the College’s judgment, that adjunct faculty member may also be required to attend teaching workshops or participate in other activities which address those deficiencies. At the request of the Department/Program Chair or adjunct faculty member there will be a meeting to discuss strategies for correcting those identified deficiencies. Provided that the adjunct faculty member attends such workshops, participates in such other activities as designated and meets with the appropriate administrator to discuss strategies, that adjunct faculty member will be offered a course assignment(s) by the College to evaluate whether satisfactory improvement has been achieved. Such evaluation can include up to two classroom observations, with prior notice, and an opportunity to discuss that observation with the evaluator. The evaluator will provide written feedback addressing the guidelines identified above in a timely manner.

If after such remediation the adjunct faculty member’s teaching performance has not improved sufficiently, he or she is subject to termination/non-renewal.

If the adjunct faculty member’s teaching performance has improved to a degree sufficient to allow the adjunct faculty member’s continued employment, then the adjunct faculty member may be assigned courses in subsequent semesters in the usual customary manner.

The College, in its sole discretion, may apply this provision to adjunct faculty members who have not earned seniority credit in at least three (3) academic years as referenced above.

**ARTICLE 13**

**PROMOTION**

Adjunct faculty members will normally be hired at the rank of Adjunct Instructor and thereafter shall receive automatic promotion in rank as follows:

- From Adjunct Instructor to Adjunct Lecturer upon earning seniority credits for three (3) or more consecutive years.

- From Adjunct Lecturer to Adjunct Assistant Professor upon earning total seniority credits for nine (9) or more consecutive years. However, once an adjunct faculty member reaches the rank of Adjunct Lecturer, he or she will automatically move to the rank of Adjunct Assistant Professor if they then have or thereafter earn the terminal degree for the area in which they teach.

The College may, in its discretion, award the rank of Adjunct Assistant Professor to an adjunct faculty member prior to obtaining the above-referenced seniority credits provided he or she has the required terminal degree.

The College may also award, in its discretion, the rank of Adjunct Associate Professor or Adjunct Professor to adjunct faculty members at any time.

For the purposes of this section the adjunct faculty member shall not be deemed to have a break in service if: no course is available; the unit member’s assigned course is assigned to a full-time faculty member and/or the unit member is granted leave in accordance with this agreement.
ARTICLE 14

COMPENSATION

1. 2019-20 Minimum Compensation for New Hires, Fall and Spring Semesters:

<table>
<thead>
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<th>SCHOOL</th>
<th>$ PER CREDIT HOUR</th>
<th>$ PER 3 CREDIT HOUR</th>
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<tr>
<td>Arts and Sciences</td>
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<tr>
<td>Graduate (with Terminal Degree)</td>
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<td>Madden School of Management</td>
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</tr>
<tr>
<td>Under Grad./Grad (with Masters)</td>
<td>$1,033</td>
<td>$3,100</td>
</tr>
<tr>
<td>Under Grad/Grad (with JD/Professional Degree)</td>
<td>$1,133</td>
<td>$3,400</td>
</tr>
<tr>
<td>Under Grad/Grad (with Terminal Degree)</td>
<td>$1,367</td>
<td>$4,100</td>
</tr>
<tr>
<td>Graduate and Professional Studies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Undergrad./Grad (with Masters)</td>
<td>$1,033</td>
<td>$3,100</td>
</tr>
<tr>
<td>Under Grad. (with Terminal Degree)</td>
<td>$1,133</td>
<td>$3,400</td>
</tr>
<tr>
<td>Graduate (with Terminal Degree)</td>
<td>$1,283</td>
<td>$3,850</td>
</tr>
</tbody>
</table>

2. Salary Increases for Returning Faculty (Fall/Spring)

Each unit member who has previously taught in the Fall/Spring at the College shall receive for the current Fall and/or Spring semester no less than the rate per credit hour that they last received in that prior year plus an amount equal to the "base adjustment" component provided full-time faculty for that current year. For example:

A. The Fall/Spring 2014-15 compensation for a bargaining unit member who taught in the Fall/Spring 2013-14 will be their 2013-14 compensation rate increased by an amount equal to the "base adjustment" component provided full-time faculty for the 2014-15 academic year.

B. Compensation for that same bargaining unit member who then teaches in the Fall/Spring 2015-16, will be that 2014-15 amount increased by an amount equal to the "base adjustment" component provided full-time faculty for the 2015-16 academic year.

C. Compensation for that same bargaining unit member who then teaches in the Fall/Spring 2016-17, will be that 2015-16 amount increased by an amount equal to the "base adjustment" component provided full-time faculty for the 2016-17 academic year.

D. Compensation for that same bargaining unit member who then teaches in the Fall/Spring 2017-18, will be that 2016-17 amount increased by an amount equal to the "base adjustment" component provided full-time faculty for the 2017-18 academic year.

E. Compensation for that same bargaining unit member who then teaches in the Fall/Spring 2018-19, will be that 2017-18 amount increased by an amount equal to the "base adjustment" component provided full-time faculty for the 2018-19 academic year.

F. Compensation for a bargaining unit member who taught in the Fall/Spring of 2016-17, but not in the Fall/Spring of 2017-18, and who returns to teach in the Fall/Spring 2018-19 will be their 2016-17 amount increased by the "base adjustment" component provided full-time faculty for the 2018-19 academic year.

3. Longevity Adjustment for Fall/Spring Semester

When a unit member returns to teach for his/her 10th semester, his/her current base salary for the Fall/Spring semester shall be increased by $200 per 3 credit course or $67 per credit hour. When a unit member returns to teach for his/her 20th semester, his/her current base salary for the Fall/Spring semester shall be increased by $200 per 3 credit course or $67 per credit hour.
4. MINIMUM COMPENSATION for Summer. "May-mester" and "J-mester" courses

The minimum compensation for bargaining unit members teaching in the Summer, May-mester or J-mester shall be the same rate as provided full-time faculty. Those rates are:

<table>
<thead>
<tr>
<th>Undergraduate Courses</th>
<th>Traditional On-Campus Courses or Blended (Hybrid) Courses</th>
<th>On-line Courses</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Student Enrollment</td>
<td>4 Credit Hour Stipend</td>
</tr>
<tr>
<td>8-25</td>
<td>$5,334</td>
<td>$4,000</td>
</tr>
<tr>
<td>26+</td>
<td>$6,000</td>
<td>$4,500</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Graduate Courses</th>
<th>Student Enrollment</th>
<th>3 Credit Hour Stipend</th>
<th>Student Enrollment</th>
<th>3 Credit Hour Stipend</th>
</tr>
</thead>
<tbody>
<tr>
<td>10-25</td>
<td>$5,500</td>
<td></td>
<td>10-17*</td>
<td>$6,500</td>
</tr>
<tr>
<td>26+</td>
<td>$6,000</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Additional Compensation

Effective for the first full semester following ratification, the minimum rates for additional duties shall be as set forth below. For other services, the rate shall be negotiated between the College/Department and the individual bargaining unit member.

<table>
<thead>
<tr>
<th>TASK</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fine Arts Music/ Voice Lessons</td>
<td>$50.00 per student/ 2 credits/hour</td>
</tr>
<tr>
<td>Independent Studies - 3 credits</td>
<td>$250 per student</td>
</tr>
<tr>
<td>Below Class minimum for program/curriculum required</td>
<td>$515 per student</td>
</tr>
<tr>
<td>Masters Thesis Supervisor - 3 credits</td>
<td>$250 per student</td>
</tr>
<tr>
<td>Traditional Team Teaching</td>
<td>Prorate stipend by number of instructors.</td>
</tr>
<tr>
<td>Non-Traditional Team Teaching 1, 2 or 4 credit courses</td>
<td>As negotiated between Department and Unit Member</td>
</tr>
<tr>
<td>PA Instructor 7 credits (Team Teaching)</td>
<td>Prorate based on credits</td>
</tr>
<tr>
<td>Lab Instructors less than 3 credits</td>
<td>Prorate based on contact hours</td>
</tr>
<tr>
<td>New Course Development</td>
<td>As negotiated between Department and Unit Member</td>
</tr>
</tbody>
</table>

6. Mandatory In-Service and Training

Bargaining unit members with teaching assignments may be required to attend annual in-service, training (including on-line training) for up to two (2) hours per semester without additional compensation. Mandatory training beyond two (2) hours during a semester shall be compensated at a rate of fifty dollars ($50.00) per hour.

7. Minimum Expectations of a Compensated Assignment

It is understood that compensation for teaching assignments includes compensation for developing a syllabus; ordering in advance books and materials for students to purchase in a timely fashion; preparing for classes; holding office hours each week to meet with students; grading in a timely manner student assignments and examinations; completing and turning in required reports and other records related to that teaching assignment (including but not limited to student evaluations); and related activities.
ARTICLE 15

BENEFITS

1. **Life Insurance.** The College will provide life insurance in the face value of $10,000 for unit adjunct faculty members who are eligible to access the full grievance procedure. The policy conditions shall be the same as the College's life insurance benefits for full time faculty members.

2. **Professional Development.** The College will provide a professional development fund for adjunct faculty members in the amount of $12,000 for the 2019-2020 academic year.

A joint committee of equal representation from the Union and College shall determine the application process, criteria, and allocation for these funds. This fund's sole purpose is to offer reimbursement for the individual professional development needs of adjunct faculty members.

Qualifying expenses shall include but are not limited to:

- Academic Work Related Conference Travel (As a presenter or participant)
- Course expenses including any tuition, fees and/or books
- Other professional development or research related expenses as may be appropriate to the adjunct faculty member’s academic field

For the purposes of this fund's administration, anyone who has taught more than one (1) semester at the College is eligible to apply. Any leftover funds within an academic year will not be rolled over to the following year.

At the close of each academic year, a report of how funds were disbursed and to whom will be made available to the Union's Executive Committee no later than June 30 each year.

3. **Health Insurance Subsidy.** A joint committee shall decide on eligibility criteria, individual cap, application procedures and other such matters pertaining to the distribution of funds to be used as a subsidy towards health insurance coverage costs for adjunct faculty members acquiring insurance elsewhere. A needs based approach to the distribution of such funds shall be a priority. The College will create a pool in the amount of $14,000 for the 2019-2020 academic year from which adjunct faculty members can seek that subsidy.

4. **ID Cards.** Adjunct faculty members will be issued ID cards that, so long as they are members of the bargaining unit, will provide them with library, fitness center and recreational access on the same terms as full time faculty. They will also continue to have email access while a member of the bargaining unit.

5. **Parking.** During the life of this Agreement, adjunct faculty members shall be entitled to the same parking privileges on the same basis as provided full time faculty.

6. **Emeritus Status.** An adjunct faculty member who retires at age 55 or older with at least 15 years of seniority will be eligible to be considered for Emeritus status. Award of this status rests in the discretion of the President. Emeritus status carries with it: continued access to library services, campus parking privileges (on the same terms available to non-faculty staff), use of College email, access to Canvas course pages for a specified period of time (at which time materials can be downloaded on disk for future use), use of College letterhead for scholarly activities and use of mailing privileges for scholarly activities and use of College recreational facilities (for the employee) on the same terms available to active staff.

7. **Tuition Benefits.** The College will remit for a bargaining unit member tuition for one (1) undergraduate course for each semester in which the adjunct faculty member earns Seniority Credit. The adjunct faculty member may have two semesters beyond the semester in which the course was earned to use the course. The course is not transferrable.

8. **TIAA/CREF.** Adjunct faculty members shall continue to have access to the Supplemental Retirement Plan.
ARTICLE 16

ABSENCES AND LEAVES

1. Absences

When an adjunct faculty 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 adjunct faculty member must notify the department chair or designee in advance that she/he will be absent to ensure the accommodation to cover the class is appropriate.

When the class is appropriately rescheduled, a suitable substitute is found, or if despite the best efforts of the adjunct faculty member the class cannot be rescheduled or a substitute found, the adjunct faculty member shall generally suffer no loss of pay. However, in the event the Department Chair or designee reasonably determines that there has been an abuse of this provision, either in terms of the number of absences or the pattern of those absences, the Department Chair or designee may provide notice to the adjunct faculty member that additional absences may result in discipline and/or a reduction in compensation commensurate with those absences.

2. Unpaid Leaves of Absence

Any adjunct faculty 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 College. Such discretion shall take into account all pertinent factors, including the needs of the College, 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 College shall make its best effort to offer an assignment consistent with that adjunct faculty member’s assignment immediately prior to the leave. Seniority Credits, compensation, and any benefits related thereto held by the adjunct faculty member shall be retained upon return to the College at the completion of an authorized leave. Seniority Credit shall not accrue, however, during the period of the authorized leave.

ARTICLE 17

LABOR/MANAGEMENT COMMITTEE

A joint labor/management committee will be established to meet at a mutually agreeable time and location. The purpose and intent of this joint labor management committee is to provide open lines of communication and to provide a forum to address and resolve issues emerging from the newly formed relationship between the College and Union. (Matters subject to the grievance and arbitration provision of this Agreement are beyond the scope of the Labor/Management Committee, except as otherwise mutually agreed.) The committee will meet at least once during the fall and spring semesters each academic year.

Standing committee members for the Union will include the Union President (or designee), a representative appointed from NYSUT/AFCA and up to three bargaining unit members appointed by the Union President. Standing committee members for the College will include a designated representative from Human Resources, a designated representative from each Dean’s office and can include one other individual chosen by the College. Committee members should normally serve at least 1 year to ensure continuity and consistency.

Ad hoc participants may be added to the standing committee as needed by mutual consent of the College and Union.
ARTICLE 18
NON-DISCRIMINATION

The parties agree that, to the extent prohibited by law, neither will discriminate against any adjunct faculty member based on his or her race, color, religion, national origin, age, gender, marital status, sexual orientation, disability, veteran status, membership or lack of membership in the union or the exercise of any right afforded by Section 7 of the National Labor Relations Act, or on any other basis prohibited by law.

Adjunct faculty members may file complaints under the College's Equal Employment Opportunity/Affirmative Action Policy and/or its Sexual Harassment Policy. In the event an adjunct faculty member is claimed (by another adjunct faculty member or otherwise) to have violated the College's Equal Employment Opportunity/Affirmative Action Policy and/or its Sexual Harassment Policy, at the College's option the College may bypass any of the formal procedural provisions of those policies (e.g., provisions relating, hearings, appeals, etc.) and handle such matters instead as a disciplinary matter in accordance with the Discipline provisions of this Agreement. Nothing in this provision prohibits an adjunct faculty member from access to the Grievance and Arbitration procedure contained in Article XXI.

ARTICLE 19
NO STRIKE/NO LOCKOUT

Neither the Union nor any adjunct faculty member, singly or in concert, shall authorize or engage in any strike, sympathy strike, slow-down, picketing, handbilling/leafleting, demonstration, cessation of work, or other interference with the business of the College during the life of the Agreement. The foregoing prohibition includes, but is not limited to, any refusal to work assigned hours or schedules or perform assigned duties, in whole or in part. Any adjunct faculty member who encourages or participates in a violation of this Article shall be subject to discipline up to and including discharge.

Notwithstanding the foregoing, adjunct faculty members are not precluded from participating in peaceful protests, rallies or demonstrations which are not related to labor disputes (whether such dispute involves the College or a third party) and which do not interfere with the operations of the College or violate the College's generally applicable policies on demonstrations. Adjunct faculty members are also not precluded from participating in peaceful rallies or demonstrations in support of other College employees provided such activities do not occur on or near any College facility or place of operations (including but not limited to within a two mile radius of the boundaries of the College's campus) and such activities do not interfere with the operations of the College or otherwise violate any generally applicable College policy. Under no circumstances do the foregoing provisions permit adjuncts to strike and/or withhold any services, engage in any work slow-downs or engage in picketing, handballing or leafleting.

Nothing in this Agreement constitutes a waiver of the College's right to legal and/or equitable relief in a court of competent jurisdiction in the event of a violation of this Article.

In the event the College notifies the Union of an alleged violation of this provision, the Union will make every good faith effort to end such violation, including communicating with involved adjunct faculty members to advise them of their obligation to comply with this provision and the potential consequences of failing to comply.

The College agrees that there will be no lockout of adjunct faculty members during the term of this Agreement.
ARTICLE 20
ACCESS TO THE GRIEVANCE PROCEDURE AND DISCIPLINE

1. Access to the Grievance Procedure

Disputes involving discipline or termination of adjunct faculty members who have earned seniority credits for three (3) or more consecutive years prior to ratification of this first contract between the parties shall not be subject to the binding arbitration step of the grievance procedure, although they will be subject to all other steps in the grievance procedure. Upon appointment following completion of three (3) full, consecutive semesters (or for an adjunct who only teaches one semester per academic year upon appointment following completion of at least one full semester in each of two consecutive years) after ratification, disputes involving such members shall be subject to the full grievance and arbitration procedure.

Discipline or termination disputes involving new adjunct faculty members and adjunct faculty members who have not earned seniority credits in three (3) or more consecutive years prior to ratification are not subject to any step of the grievance procedure until such members have been appointed following completion of six (6) full consecutive semesters (or for an adjunct who only teaches one semester per academic year, following completion of at least one full semester in each of four consecutive years) after the ratification of this first contract between the parties, whatever date is later. At such time disputes involving such members shall be subject to the full grievance and arbitration procedure.

For the purposes of this section the adjunct faculty member shall not be deemed to have a break in service if: no course is available; the unit member's assigned course is assigned to a full-time faculty member and/or the unit member is granted leave in accordance with this agreement.

2. Discipline/Just Cause

Disciplinary decisions that are subject to the full scope of the grievance and arbitration procedure of this contract, as provided above, must be for just cause.

ARTICLE 21
GRIEVANCE AND ARBITRATION PROCEDURE

1. Definition

A grievance is defined as a complaint by an adjunct faculty member, group of adjunct faculty members, or the Union that there has been a violation, misinterpretation, or misapplication of any provision of this agreement. Except as otherwise provided by express provision of this Agreement, the following procedure shall apply to grievances.

2. Informal Resolution

The parties agree to use their best efforts to informally and promptly resolve grievances. The adjunct faculty member must request a meeting with his/her department Chairperson as soon as possible after the event giving rise to the complaint, but no later than ten (10) days after the grievant knew or should reasonably have known of the event giving rise to the grievance. The grievant shall identify that he/she is invoking this process in writing. At the adjunct faculty member's request, a representative of the Union may participate. A person chosen by the Chairperson may also attend. The meeting should be held within ten (10) days of the request. The Chairperson's decision is subject to approval by the appropriate administrator. The decision shall be rendered within ten (10) days of the meeting. If the grievant is not
satisfied with the Chairperson's decision, as approved by the appropriate administrator, the grievant may initiate formal proceedings.

3. Formal Proceedings

**Step 1:** Within ten (10) days of a decision at the informal stage, the grievance must be filed in writing with the appropriate Dean. 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. Within ten (10) days of receipt of that writing, the Dean or designee shall meet with the grievant, and if requested by the grievant, representation from the Union, for the purpose of resolving the grievance. A person chosen by the Dean or designee may also attend. Within five (5) days of the meeting, the Dean or designee shall render a decision, subject to approval by the appropriate administrator, in writing with copies sent to the grievant(s) and the Union.

**Step 2:** If the grievance is not resolved at Step 1 and the grievant wishes to pursue the matter, the grievant must submit the grievance in writing to the Chief Academic Officer or designee within ten (10) days after the receipt of the decision of the Dean. Within ten (10) days of the receipt of the grievance, the Chief Academic Officer or designee shall meet with the grievant and representation from the Union for the purpose of resolving the grievance. A person chosen by the Chief Academic Officer or designee may also attend. Within five (5) days of the meeting, the Chief Academic Officer or designee shall render a decision in writing, subject to approval by the appropriate administrator, with copies sent to the grievant(s) and the Union.

**Step 3:** If the grievance is not resolved at Step 2, then within twenty (20) days of 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. A copy of the request or demand will simultaneously be served upon the College. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator.

The selected arbitrator will hear the matter promptly and will issue a decision not later than thirty (30) calendar days from the date of the close of the proceeding. 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 authority to alter, amend or modify this agreement, or to imply any obligation not expressly set forth herein and his/her decision shall be final and binding. No award shall be retroactive beyond 10 days from the date the grievance was filed. Where an arbitrator provides an award of back pay, the arbitrator shall consider whether that back pay award shall be reduced by the amount of any interim receipts of money.

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

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, will be borne equally by the College and the Union.

4. Timeliness

The parties recognize the importance of pursuing grievances in a timely fashion. For that reason, the time limits contained in this Article for the initiation and appeal of grievances shall be strictly adhered to and shall not be deemed waived except by mutual written agreement of the parties. In the event the College
does not answer a grievance within the specified time limit, the grievant must move the grievance to the next step or waive it. Grievances not initiated or appealed within the time limitations and in the manner set forth herein shall be deemed waived and barred from further processing. The failure to enforce this provision with respect to any grievance shall not be considered by an arbitrator as a waiver of the right to enforce it with respect to any future grievances.

5. Exclusivity

Subject to the applicability of the College's Equal Employment Opportunity/ Affirmative Action Policy and/or its Sexual Harassment Policy pursuant to Article XIX of this Agreement, for all matters which are subject to this grievance and arbitration procedure, this procedure is the sole and exclusive internal recourse available to adjunct faculty members and is in lieu of any other College procedure (e.g., Faculty Rights and Welfare Committee procedures) that may otherwise be available.

ARTICLE 22

SEPARABILITY CLAUSE

Should any provision of this Agreement, or any application thereof, be found to be unlawful by virtue of any federal or state tribunal, such provision shall be null and void, but in all other respects the provisions of this Agreement shall continue in full force and effect for the life thereof. In the event a provision is found unlawful, at the request of either party, the parties will negotiate for a substitute provision, provided such provision does not circumvent the law.

The failure of either party to insist upon performance of the terms of this Agreement by the other in any one or more instances shall not be construed as a waiver or relinquishment of the rights of either party to expect and require future performance of any such terms by the other. Notwithstanding any such failure, the obligations of the parties to such future performance of its terms shall continue in full force and effect.

ARTICLE 23

DURATION

This Agreement shall continue in effect until June 30, 2020 at midnight and shall be automatically renewed from year to year thereafter, unless at least sixty (60) days prior to any termination date either party serves written notice on the other of a desire to amend or modify the Agreement.

Le Moyne College:

By: ____________________________

Name: Roger Stackpoole

Title: Senior Vice President for Finance, Administration & Treasurer

Date: July 2, 2019

Le Moyne College Adjunct Union:

By: ____________________________

Name: George Pierre Lebron

Title: President, LMCAA

Date: July 2, 2019