

AGREEMENT
BETWEEN
THE ADMINISTRATION OF
PRATT INSTITUTE
AND
THE UNITED FEDERATION OF
COLLEGE TEACHERS
AFL - CIO

September 1, 2011 – August 31, 2015

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AGREEMENT effective the _____ day of _____, by and between THE ADMINISTRATION OF PRATT INSTITUTE (hereinafter referred to as the "Administration" or the "Institute") and the UNITED FEDERATION OF COLLEGE TEACHERS, LOCAL 1460, AMERICAN FEDERATION OF TEACHERS, AFL-CIO (hereinafter referred to as the "Union").

W I T N E S S E T H

WHEREAS, Pratt Institute has been recognized as an Employer consistent with the terms and provisions of the National Labor Relations Act, and

WHEREAS, a secret ballot was conducted by the National Labor Relations Board, and

WHEREAS, the members of the faculty in the bargaining unit consented to by the parties have selected the Union as their representative for the purpose of collective bargaining, and

WHEREAS, the parties desire to work with each other in mutual respect, harmony and cooperation,

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I RECOGNITION

The Administration hereby recognizes the Union or its successor as the exclusive bargaining representative for all full-time and regular part-time members of the faculty presently or hereafter employed by the Institute in the bargaining unit certified as appropriate for election by the National Labor Relations Board, to wit:

"INCLUDED: All full-time and regular part-time members of the teaching staff including full and part-time professional librarians employed at the Institute's two locations at 200 Willoughby Avenue, Brooklyn, N.Y., and 142 West 14th Street, New York, N.Y."

"EXCLUDED: All other employees, Deans, Assistant Deans, Associate Deans, Assistant to the Deans, Department Chairpersons, Directors, Associate Directors, Area Heads, Heads, The Librarian, The Assistant Librarian, Coordinators in the Art and Design & Package Design Department, Administrative Personnel, guidance counselors, laboratory assistants, graduate assistants, technicians, office clerical employees, guards and supervisors as defined in the Act."

"NOTE: Regular part-time members of the teaching staff are those individuals who are employed part-time on a regular basis during the course of a semester as opposed to a

substitute who comes in during a semester to substitute for someone on maternity leave, sick leave or disabled.”

ARTICLE II
ADMINISTRATION - UNION RELATIONSHIPS

2.1 This Agreement shall not be construed to repeal, rescind, modify or diminish any of the provisions of the Statutes, Charter, By-laws, Rules or Regulations of the Institute as amended to date or any future amendments thereto which are not in conflict with this Agreement.

2.2 The rights, privileges and obligations of members of the Unit as set forth in this Agreement supersede and replace any individual contract of employment between such member and the Institute.

2.3 The parties agree that all rights, powers and authority of the Administration which have not been limited or modified by this Agreement are retained by the Administration without limitation and are in no way subject to the grievance or arbitration procedures set forth in this Agreement.

2.4 The Institute President (or designee) will meet with representatives of the Union monthly to discuss subjects that may arise during the term of this Agreement and to discuss matters necessary to its implementation. This shall not prevent the Union from consulting with the Institute President (or designee) at other times.

ARTICLE III
ACADEMIC FREEDOM AND RESPONSIBILITY

3.1 Academic and professional freedom, creativity, and constructive dissent are essential to the functioning of the Institute as well as being a fundamental working condition. The Institute serves its community as an open intellectual forum where varying shades of opinion may be freely expressed and fairly debated. Departmental faculty shall have appropriate input related to new or revised curriculum within their departments.

3.2 Academic freedom shall include free discussion of material relevant to a course that a faculty member has been assigned to teach consistent with the published syllabus and established curriculum.

3.3 Faculty members are entitled to full freedom in research, creation of personal works and the publication of the results. The creation of these works is not to interfere with the satisfactory performance of responsibilities to the Institute.

3.4 Teachers are entitled to freedom in the classroom in discussing their subject, but they should not introduce into their teaching controversial matter that has no relation to their subject. Teachers are citizens, members of a learned profession, and officers of an educational

institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but this special position in the community imposes special obligations. As men and women of learning and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they at all times should be accurate, should exercise appropriate restraint, should show respect for the opinions of others and for the established policy of their institution, and when properly identifying themselves to outside audiences as associated with the Institute should clearly indicate that they are not institutional spokespeople unless specifically commissioned to serve in such a capacity.

3.5 Academic freedom is inseparable from professional responsibility and ethics. Academic responsibility of the faculty shall include teaching effectiveness and professional competence.

3.6 Notwithstanding the foregoing, in those cases where a faculty member's research or other work is sponsored through the Institute, the faculty member will not engage in conduct that is contrary to or inconsistent with any agreement between the Institute and the sponsoring entity.

ARTICLE IV CHECK-OFF

4.1 Upon receipt of a written authorization from an employee member of the bargaining unit, the Institute shall, pursuant to such authorization, deduct from the wages due said employee each month and remit to the Union regular dues or an agency fee as fixed by the Union.

4.2 The Institute shall be relieved from making check-off deductions upon (a) termination of employment; (b) transfer to a job other than one covered by the bargaining unit; (c) layoff from work; (d) an agreed leave of absence without pay; (e) revocation of check-off authorization in accordance with its terms or applicable law.

Notwithstanding the foregoing, upon the return of an employee to work within the bargaining unit from any of the foregoing enumerated absences, the Institute will resume the obligation of making said deductions except for terminated employees.

4.3 It is specifically agreed that the Institute assumes no obligation arising out of the provisions of this Article and the Union agrees it will indemnify and hold the Institute harmless from any claims, actions or proceedings by any employee arising from deductions made by the Institute hereunder. Once funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE V
NON-DISCRIMINATION

Neither the Institute nor the Union shall discriminate against, or in favor of, any employee on account of race, color, religion, creed, national origin, citizenship status, political belief, gender, sexual orientation, marital status, age, disability, or membership in or non-membership in the Union, or activity on behalf of the Union.

ARTICLE VI
INFORMATION AND DATA

The Administration shall make available to the Union upon its reasonable request and within a reasonable time thereafter, such information which is reasonably available and is related to this Collective Bargaining Agreement which is within the possession of the Administration, as may be necessary for negotiation and implementation of this Agreement.

ARTICLE VII
GRIEVANCE AND ARBITRATION

7.1 The Administration and the Union agree that they will use their best efforts to encourage the informal and prompt settlement of grievances which may arise under the terms and conditions of this Agreement. In the informal settlement procedure, the employee and/or the Union shall present and discuss his or her grievance with his or her immediate supervisor. The process hereinafter set forth shall be used for the resolution of all grievances not settled informally.

7.2 A grievance is defined as a dispute arising between the parties concerning the interpretation, application, performance or termination of this Agreement or an alleged breach or violation thereof, or affecting the terms and conditions of employment of the members of the bargaining unit hereunder.

7.3 Only the Union may file a grievance.

7.4 Every employee or group of employees shall have the right to present grievances through the Union to the Administration free from interference, coercion, restraint, discrimination or reprisal.

7.5 Grievances and any decision rendered in connection therewith shall be in writing at each formal step of the grievance procedure. It shall be a fundamental responsibility of administrators having supervisory functions to carry out the purpose of these provisions commensurate with the authority delegated to them.

7.6 In the event an administrator fails to communicate his or her decision to the Union within the time limit provided in Article 7.8, said failure shall be deemed a denial of the

claim and the Union may proceed to the next step of the grievance process. In the event the grievance is deemed to be denied pursuant to the preceding sentence, the Union shall have fifteen (15) non-holiday work days from the date on which the administrator's response was due to make the written submission or demand required to bring the matter to the next step of the grievance/arbitration process. The failure of the Union to appeal a decision to the next step within the time limit provided shall constitute a withdrawal of and shall bar further action on the grievance.

7.7 Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all interested parties to attend and have a fair and full opportunity to present any and all relevant information, evidence and testimony.

7.8 Formal Steps in the Grievance Procedure

Step 1. A grievance must be submitted in writing by the Union no later than twenty non-holiday work days after it has notice of the event constituting the alleged grievance. The grievance shall set forth the basis of the complaint or dispute and the remedy requested, and shall be filed by the Union with the employee's immediate supervisor, be he or she a Chairperson, Coordinator, Area Head, etc. with copies to the appropriate Dean. The supervisor shall, within five non-holiday work days after receipt of the grievance, meet with the affected employee and a representative of the Union for the purpose of discussing the grievance, and shall, within five non-holiday work days after the grievance meeting, issue his or her decision with his or her reasons therefore in writing to the Union.

Step 2. If the grievance has not been settled in Step 1, then within ten non-holiday work days after receipt of the written decision of the supervisor, or the expiration of the time limit for making such decision, the Union may submit the grievance in writing to the appropriate Dean with a statement of why the decision of the supervisor is not satisfactory. The appropriate Dean shall meet with a representative of the Union within five non-holiday work days after receipt of the notice of appeal for the purpose of resolving the grievance.

Step 3. If the grievance is not resolved at that meeting, or within ten non-holiday work days thereafter, the Union may submit the grievance in writing to the President. Either the President or the Provost or their designee shall meet with a representative of the Union within five non-holiday work days thereafter for the purpose of discussing the grievance, and the President, Provost or their designee shall within five non-holiday work days after the grievance meeting issue his or her decision with the reasons therefore in writing to the Union.

Step 4. Arbitration. If the grievance has not been settled at Step 3, then within ten non-holiday work days after receipt of the written decision of the President, the Union may request arbitration by giving notice to that effect, by certified mail, return receipt requested, directed to the President (or designee) and to the American Arbitration Association. An arbitrator shall be selected in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The Voluntary Labor Arbitration Rules shall apply to arbitration procedures. The arbitrator shall have the power and obligation to subpoena all records upon written demand of the grievant.

7.9 Anything herein above to the contrary notwithstanding, if any grievance affects more than one employee or is to be initiated during the last four weeks of a semester or trimester prior to an employee's vacation, the Union may initiate such grievance at Step 2 or Step 3 of the grievance procedure, thereby expediting the process.

The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

The award of an arbitrator hereunder shall be final, conclusive and binding upon the Institute, the Union and the employee.

The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in this Article and in no event shall have the authority to add to, subtract from, modify or amend the provisions of this Agreement. A final decision or award of the arbitrator shall be made within thirty non-holiday work days after the closing of the hearing. Such decision shall be binding upon the Union, the Administration and the faculty members affected thereby. The Administration and the Union agree that all arbitration awards shall be complied with fully and immediately.

ARTICLE VIII INTERDEPENDENCE AND COMMUNICATION

The Institute recognizes that the variety and complexity of the tasks performed by it are best accomplished by continuing communication and consultation with a full opportunity for exploration of all points of view among members of the Pratt Community, to the extent appropriate and practicable. In order to achieve this, each department in each School and the Library shall hold regular faculty meetings in each semester and faculty shall make every reasonable effort to attend such meetings.

ARTICLE IX PAST PRACTICE

The terms and conditions of employment set forth in this Agreement shall govern the relationships between the Employer and the Employees covered by it and no deviation from or modification of said terms and conditions of employment shall be permissible. However, if prior to this Collective Bargaining Agreement there was a past practice generally in effect throughout the Institute which was still in effect at the date of this Agreement and not specifically modified by this Agreement, and which provided more favorable terms of employment for Employees, including members of the bargaining unit, then such more favorable terms and conditions shall continue; provided, further, that any question as to whether a specific term or practice was in general effect shall be subject to the grievance and arbitration provisions hereof.

ARTICLE X
SEPARABILITY

In the event any provision of the Agreement, in whole or in part, is declared to be illegal, void or invalid by any court of competent jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement, and in such event the remainder of this Agreement shall continue to be binding upon the parties hereto.

ARTICLE XI
SUCCESSOR

In the event the Institute is transferred, sold, assigned, etc., the terms and conditions of this Agreement shall remain in effect during the life of this Agreement.

ARTICLE XII
UNION ADMINISTRATION TIME

12.1 The Chairperson of the Union Chapter at the Institute shall have a reduction of one-quarter of a full-time teaching load for his or her Department and shall be relieved from his or her non-teaching duties without loss of compensation or status.

12.2 During the last semester in which this Agreement is in effect, the Institute shall release up to six members of the Union Chapter's Negotiating Committee from their non-teaching responsibilities without loss of compensation or status.

12.3 The members who constitute the Union Chapter Negotiating Committee, as well as the Union Chapter Chairperson, shall be made known to the Administration no later than six weeks prior to the beginning of the semester for which the reduction is requested.

12.4 During the term of this Agreement, the Union shall designate three of its bargaining unit members, who may be part-time or full-time faculty, to handle grievances, each of whom shall have a reduction of one-quarter of a full-time teaching load. Such reduction in teaching load shall be without loss of compensation or status.

ARTICLE XIII
UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

13.1 No employee shall engage in any Union activity, including the distribution of literature, which could interfere with the performance of work during his or her working time or in working areas of the Institute at any time except as may be provided for herein.

13.2 A representative of the Union shall have reasonable access to the Institute for the purpose of conferring with Administration, Union delegates or Union employees and for the purpose of administering this Agreement. Such conferences shall not interfere with the operation of the Institute.

13.3 The Administration shall provide space on existent bulletin boards which shall be used for the purpose of posting proper Union notices.

13.4 The Administration shall make available to the Union an office, furnished with the usual office equipment, including a desk, chairs, filing cabinet and telephone (for campus and local use within the area code).

13.5 The Union Chapter at the Institute shall be permitted reasonable use of appropriate Institute facilities for its meetings upon proper notice to and approval of availability of space, provided, however, that the use shall not interfere with the Institute business or instruction.

13.6 The Union shall be permitted the reasonable use for Union Chapter purposes of copying, duplication and reproduction services on the same basis that these services are available to other groups and organizations.

ARTICLE XIV INSTITUTE FACILITIES

14.1 The Administration shall make every effort to make necessary repairs upon receipt of complaints concerning the maintenance and repair of the immediate teaching environment and its equipment; but in any event such repairs shall be completed within two weeks, except in instances of documented, unusual circumstances. A copy of the Physical Plant Maintenance Work Order will be sent to the complainant.

14.2 The Administration shall provide adequate secretarial and clerical assistance to all departments and areas, including the Library, for Institute purposes.

14.3 The Administration shall continue to provide parking privileges, unless rendered impossible by construction requirements, at the annual parking fee set forth below, effective as of the beginning of the academic year:

| | |
|------|----------|
| 2011 | \$200.00 |
|------|----------|

The annual fee covers parking for three semesters: Fall, Spring and Summer. The unused semester portions of the parking fee shall be refunded.

14.4 The Administration shall continue to provide a dining room for the faculty and staff of the Institute separate from other dining areas.

14.5 Reasonable effort will be made to provide adequate office space for faculty members.

ARTICLE XV
ACADEMIC RANK

15.1 The academic rank for full-time faculty members shall be Professor, Associate Professor, Assistant Professor and Instructor.

15.2 The academic rank for part-time faculty members shall be Adjunct Professor, Adjunct Associate Professor, Adjunct Assistant Professor and Adjunct Instructor, and where appropriate Visiting Professor, Visiting Associate Professor, Visiting Assistant Professor and Visiting Instructor. The title of Lecturer shall continue to be used in the Department of Graduate Library and Information Science to cover all part-time faculty together with an indication of the highest rank of such faculty member. A letter that identifies each part-time faculty member and their actual rank from the above-designated ranks with their salary schedule shall be sent to said part-time faculty member and a copy shall be placed on file with the Union at the start of each semester.

15.3 The Library is an academic facility of the Institute. Professional librarians shall have academic rank and shall enjoy all the rights and privileges granted faculty members in the other units of the Institute.

ARTICLE XVI
APPOINTMENTS, REAPPOINTMENTS, PROMOTIONS AND TENURE

16.1 The Union recognizes and accepts the authority of the Board of Trustees acting in all matters concerning appointment, reappointment, promotion and tenure.

16.2 At the same time, in an academic community, these matters of appointment, reappointment, promotion and tenure, must have input at the point of closest contact with the faculty members individually affected. Accordingly, the Chairperson of each Department shall receive written recommendations in all of these matters from the Departmental faculty and any other members of the Institute community who may be affected by these matters. The Departmental Committees on appointment, reappointment, promotion and tenure shall develop standards of eligibility, fitness and evaluation; which shall include teaching effectiveness and professional competence and may include non-teaching responsibilities, Institute service and public service. The faculty in each Department and/or Area and in the Library shall set up such procedures as they deem appropriate to effectuate the foregoing.

16.3 Evaluation reports and recommendations concerning reappointment, promotion and/or tenure, as set forth in Article 16.2 above, shall be in writing and shall be forwarded to the Chairperson and/or Area Head. The Chairperson and/or Area Head shall add his or her comments and copies of these evaluation reports, recommendations and comments shall be given

to the individual faculty member involved who shall have the opportunity to append or affix his or her comments. These recommendations will then be forwarded to the Dean of the School or of the Library, who shall add his or her comments, with copies to the individual faculty member involved who shall have the opportunity to append or affix his or her comments. These recommendations will then be forwarded to the Provost, or such other academic administrative officer as may be designated by the Board of Trustees, for review and recommendation with copies to the individual faculty member involved who shall have the opportunity to append or affix his or her comments. Final determination is by the expressed approval of the Board of Trustees. Review and determination shall also take into account enrollment trends, distribution and budgetary considerations. Differences between the recommendations made and final determination are to be clearly stated in writing setting forth the reasons for the determination.

16.4 Faculty members shall be advised in writing at the time of appointment of the standards for eligibility, fitness and evaluation and the procedures employed by the respective Department, School or Library. The faculty member shall be advised by the Department Chairperson of the time when recommendations affecting his or her reappointment, promotion, and/or tenure are to be made by the Department faculty, Head and Dean, and he or she shall be given a reasonable opportunity to submit such material as he or she believes will be helpful to an adequate consideration of his or her circumstances.

16.5 Effective August 15, 2008 the following shall apply to full-time tenure track faculty:

- a faculty member's first year shall be considered probationary and he/she may be terminated at the discretion of the Administration prior to the end of the Spring semester or trimester (or the end of the Fall semester if the member begins mid-year);
- following the first year, appointments shall normally be for periods of two years;
- faculty will be formally reviewed for reappointment in the third and fifth year and for tenure in the seventh year.

Section 16.6 shall not apply to full-time tenure track faculty.

The Institute's right to terminate a full-time faculty member in his/her first year shall be absolute, shall prevail over any apparently inconsistent provision of this Agreement, and shall not be grievable or arbitrable.

16.6 For non-tenured faculty members (except for full-time tenure track faculty), no one shall be denied reappointment for professional incompetence unless he or she has been evaluated and two successive academic year evaluations are negative, except that for faculty members in initial appointments, one semester or trimester evaluation may be sufficient if such

faculty member does not have the academic competence to teach the courses offered in the documented change in the School's curriculum, or if his or her evaluations are negative.

16.7 The decision not to reappoint on the basis of negative teaching evaluations must be communicated to the person affected in writing. Those holding full-time appointments in their first year of service must be notified by the end of the Spring semester or trimester (or the end of the Fall semester if the member begins mid-year). Non-tenured full-time faculty with two or more years of service shall be notified on or before May 31st that during the following academic year they shall be on terminal reappointment.

16.8 The Institute will notify the non-tenured faculty member in writing of his or her reappointment prior to the end of the Spring semester or trimester for full-time appointments, by December 1st for non-tenured part-time reappointments (subject to sufficiency of enrollment) in the succeeding Spring semester, and by April 15th for non-tenured part-time reappointments (subject to sufficiency of enrollment) in the succeeding Fall semester.

16.9 Notification of promotion in rank and/or granting of tenure shall be in writing prior to the end of the Spring semester or trimester. Notification of the denial of promotion or tenure shall be made in writing prior to the end of the Spring semester or trimester with the reasons clearly set forth.

16.10 Any determination which is arbitrary, capricious, or discriminatory shall be subject to the grievance procedure.

16.11 Recognizing the desirability of receiving input from the faculty with respect to the appointments of academic Chairpersons and Deans, the Provost will receive in writing timely and appropriate recommendations from faculty members. Departmental committees on appointment, reappointment, promotion and tenure shall have the option whether to review any case concerning the promotion or granting of tenure to the department's chair.

16.12 An individual who does not possess faculty tenure at Pratt but who serves as a department Chairperson for at least six (6) years and then steps down, may be appointed to a full-time faculty position provided said appointment will not cause an incumbent full-time faculty member to be denied reappointment or laid off. The appointment, without a search, shall not constitute a violation of Article 23.1(a)(2), 23.2(a)(2), or any other provision of this Agreement.

Once the appointment has been made, the terms of that individual's employment shall be governed by all the provisions of this Agreement that apply to full-time faculty including the procedures for reappointment and tenure contained in this Article. A non-tenured faculty member who is appointed to the faculty pursuant to this section will, in no event, be awarded tenure prior to his/her second semester following the appointment.

ARTICLE XVII
CLASS SIZE

17.1 The Chairperson of each Department by February 15th of each year shall receive recommendations from the Department faculty and other members of the Institute community concerning all matters of class size and shall forward them with his or her comments to the Dean of the School for his or her review, recommendations and submission in turn to the academic administrative officer designated by the Board. These recommendations shall be advisory only and final determination shall rest with the aforementioned academic administrative officer.

17.2 Any change in existing class sizes shall be consistent with the objectives of preserving an atmosphere conducive to effective teaching and learning and achieving efficiency.

17.3 The faculty of the Department shall be given the reasons for any change.

ARTICLE XVIII
ADMINISTRATION RIGHTS AND OBLIGATIONS

18.1 All the rights, powers, discretion, authority and prerogatives possessed by the Institute prior to the execution of this Agreement, whether exercised or not, are retained by and are to remain exclusive with the Institute, except as expressly limited herein.

18.2 Nothing in this Article nor this contract is intended to preclude the continued participation of members of the Union or of the faculty in all phases of Institute operation, including governance, and the Administration reserves the right to consult with the Union, its members and members of the faculty in that connection.

ARTICLE XIX
PERSONNEL FILES

19.1 Faculty members shall be permitted to examine their Human Resources ("HR") file during regularly scheduled work hours. The file may also be open to duly authorized personnel who are charged with responsibility in the areas of evaluation, promotion, tenure, and reappointment.

19.2 Faculty members shall be entitled to copy any materials in their HR file.

19.3 A copy of any derogatory or critical material pertaining to a faculty member's conduct, service, character, or personality shall be forwarded to the faculty member when the material is placed into his/her HR file. Faculty members shall acknowledge that they have read such material by affixing their signature on the actual copy to be filed, with the understanding that such signature merely signifies that the material to be filed has been read and does not

necessarily indicate agreement with its content. The faculty member shall have a right to place a response in the HR file.

ARTICLE XX WORKLOAD

20.1 The unit of faculty workload is the contact hour. A contact hour is a clock-hour period during which the faculty member is in lecture, studio, workshop, laboratory or any equivalent as may be stated in this Article. Effective September 1, 2008, individual courses shall not be given so-called “mixed” designations (M1, M2); and shall only be considered as one type of class (studio, lecture, lab, etc.).

20.2 A full-time teaching load shall consist of the following contact hours in the Fall and Spring semesters or trimesters.

(a) In the School of Architecture:

(1) 16 contact hours of studio or 12 contact hours of lecture;

(2) in the Graduate Division of the School of Architecture -- 14 contact hours of studio or 11 contact hours of lecture.

(b) In the School of Art and Design:¹

(1) 15 contact hours of studio or 12 contact hours of lecture;

(2) in the Graduate Division of the School of Art and Design -- 12 contact hours of studio or 11 contact hours of lecture, with four to nine thesis students equaling one class section or three contact hours.

(c) In the School of Liberal Arts and Sciences:

(1) For the Department of English and Humanities and for the Department of Social Science -- 12 contact hours of lecture except as follows:

(i) For all Freshman English courses (English 101, 103, 209, 10 and 211), courses in which the students’ writing load is very heavy and courses for which the instructor schedules two conference hours weekly per class in addition to his or her normal office hours, the instructor will receive 4 contact hours credit per class rather than the three-contact-hours schedule normally accorded a three credit course.

(ii) For Graduate courses -- 11 contact hours of lecture.

¹ Notwithstanding the provisions of Section 20.2(b), full-time faculty in the Department of Art and Design Education may work a lesser load if (and to the extent) required by Pratt’s teacher certification agency.

(2) For the Department of Mathematics and Science:

(i) 12 contact hours of lecture; 15 contact hours of laboratory; 3 contact hours of lecture and 12 contact hours of laboratory. Any other combination of lecture and laboratory contact hours shall be limited to the following: the number of lecture contact hours plus eight-tenths of the number of laboratory contact hours shall not exceed 12 contact hours.

(ii) For Graduate courses - 14 contact hours of laboratory or 11 contact hours of lecture.

(d) For the Graduate School of Information and Library Science:

9 contact hours consisting of 3 class sections and 2 contact hours of lecture and 1 conference hour for each class section.

(e) The Library:

(1) Work Week

(i) Librarians hired prior to January 1, 2008

Professional librarians shall have a thirty-five hour work week. The hours worked shall be Monday through Friday (9 a.m. to 5 p.m.) in each week and may include duty on not more than one weekday evening (Monday through Thursday) for public service librarians who shall work from 1 p.m. to 9 p.m. on that workday. For the position of Evening and Weekend Librarian, the hours of work shall be Monday through Thursday, 3 p.m. to 11 p.m., and Sunday, 11 a.m. to 6 p.m., or Monday through Friday, 9 a.m. to 4 p.m., if the Library is closed during the evening hours in the Summer session(s).

(ii) Librarians hired on or after January 1, 2008

Professional librarians shall have a thirty-five hour work week. The regular work schedule may be comprised of any days and hours during the Library's regular hours of operation except that librarians shall have at least two consecutive days off as part of their regular work schedule and shall not be required to work more than an eight hour workday (e.g., 9 a.m. - 5 p.m.) as part of their regular schedule. The Institute shall provide at least two weeks' notice to the employee and the Union of a change in an employee's work schedule.

(iii) Professional Librarians shall have a reduced summer work week in accordance with policies for administrative summer work weeks.

(2) Vacation

(i) Librarians hired before September 1, 2001, shall have vacation as follows:

- employed one (1) year but less than five (5) years 22 days

- employed more than five (5) years 32 days

(ii) Librarians hired on or after September 1, 2001, shall have vacation as follows:

- employed one (1) year but less than less five (5) years 20 days
- employed five (5) years but less than ten years 22 days
- employed ten (10) years or more 24 days

(iii) No librarian shall accrue more than thirty five (35) working days of vacation, and any librarian who has thirty-five (35) vacation days will not accrue additional vacation.

(iv) Librarians hired on or after September 1, 2000, may be required to use their vacation during the summer.

(3) Library faculty shall have the normal Institute holidays (twelve (12) days); two (2) days during the Winter or Spring recess; the period from December 26 through December 31; and four (4) discretionary days.

(4) To meet the needs of the Library and the professional development of the individual Library faculty member, the Library faculty shall be granted time to attend professional conferences and meetings upon the approval of the Director.

(5) Full-time tenured and tenure track librarians will have three (3) days per quarter release time for professional development. Each year, quarters shall be defined as September 1 to November 30, December 1 to February 28 (or the 29th during a leap year), March 1 to May 31, and June 1 to August 31. These days may not be carried over between quarters. The scheduling of days will be determined by the Director, in consultation with the librarian.

(6) Professional Librarians shall earn sick leave at the rate of 0.833 days for each continuous month of service, to a maximum of ten (10) days per year. Unused sick days may be carried over into the following year up to a maximum of sixty (60) days. Upon a reasonable suspicion of misuse, an employee may be required to provide substantiation of a personal illness to justify paid sick leave.

Unused sick leave is forfeited upon the employee's retirement, resignation, or termination.

(f) Administrator's Teaching Workload:

(1) The Deans and non-academic Administrators may teach a maximum of three contact hours per semester;

(2) The Division Heads or Division Chairpersons may teach a maximum workload consisting of no more than one-half of the maximum full-time workload for that Division or School;

(3) The Department Chairperson, Department Head or equivalent may teach a maximum workload consisting of no more than three-fourths of the maximum full-time workload for that Department.

Where a Department is as large in terms of faculty members as the equivalent number of faculty members under Deans or Heads of Divisions, the Chairperson of such a Department shall teach no more than one-half of the full-time workload for that Department.

Any deviation from these standards shall be made only by mutual consent of the Administration and the Union, which shall not be unreasonably withheld.

(g) A member of the faculty teaching in more than one School shall receive workload credit for the School in which the course is offered, e.g., if an Art and Design School faculty member teaches a 4-hour undergraduate studio in the School of Architecture, he or she shall be deemed to have fulfilled 25% of his or her full-time teaching load; the addition of 9 hours of undergraduate lecture in the School of Art and Design would then constitute a full-time teaching workload for such faculty member ($9/12 = 75\%$).

20.3 A full-time faculty member shall not be required to teach more than a full-time teaching load as provided in subparagraph 20.2, above. A reduced teaching load in the form of equivalent contact hours shall be made without loss of pay for unusually heavy non-teaching assignments, creative work such as research, art or literature, and other academically or professionally related activities consistent with the goals of the Institute. The amount of the reduction shall be approved by the faculty member's Dean with the concurrence of the academic administrative officer as the Board shall designate, upon the recommendation of the Department Chairperson and the consent of the faculty member involved. In the event of any disagreement between or among these parties, the designated academic administrative officer shall make the decision.

20.4 A faculty member shall have at least one day a week (Monday through Friday) free from assigned duties to pursue his or her professional development. Wherever practicable, the class schedule of the faculty member shall be compact, as may be consistent with student needs. Scheduling shall involve consultation with the faculty member concerned. Faculty members shall be available whenever necessary and practicable for consultation on educational and professional matters.

20.5 A faculty member shall not have more than four (4) different course preparations during a semester and shall not be assigned more than one (1) new course preparation per semester. A course preparation is defined as a distinctly separate offering assigned to a specific catalogue course number.

20.6 A faculty member is expected to have one hour of posted office hours for each three contact hours of assigned teaching to a maximum of four (4) office hours per week, except for faculty members with only studio assignments for whom the maximum office hours shall be three per week. Office hours as defined in this contract may be held in off-campus locations such as studios or other professional work areas only with the mutual concurrence of both Chairpersons and faculty members, except that at least one (1) office hour must be held on campus. Prior notice of such arrangements shall be given to the appropriate Dean. The faculty member is responsible for being present in the studio or professional work area during the hours indicated. The parties reaffirm their commitment to compliance with this provision notwithstanding any contrary past practice.

20.7 The maximum number of students assigned to faculty members shall be no more than 150 per semester. Except for faculty who teach Survey of Art I (HA 115), Survey of Art II (HA 116), Survey of Art: Nineteenth Century (HA 215) and Survey of Art: Twentieth Century (HA 216) the maximum number of students shall be no more than 180. Any number in excess of the 150 (or 180 in case of faculty who teach HA 115-116 and HA 215-216) shall be agreed upon by the parties as soon as the problem arises, or the maximum shall remain at 150 (or 180 in case of HA 115-116 and HA 215-216).

20.8 The maximum number of independent study students assigned to any faculty member per semester shall be seven (7) students.

20.9 (a) No provision in this Article is meant to prevent a full-time faculty member from accepting additional part-time employment at Pratt Institute. However, no full-time faculty member may accept or be assigned such part-time employment if he or she does not have a full-time workload as herein above defined.

(b) Additional part-time employment of full-time faculty shall be based upon academic competence and accumulated seniority. In the event that individuals of equal competence apply for such employment, seniority shall prevail.

20.10 Faculty shall be reimbursed for expenses incurred for attendance at approved professional conferences and meetings. The amount of reimbursement shall be predetermined and approved by the faculty member's Chairperson with the concurrence of the faculty member involved.

20.11 Workload and Assignment for Adjunct Status (including CCE)

(a) Effective Spring 2013, Adjunct faculty shall be assigned a minimum of 50 % of a full time workload each Fall and Spring semester.

(b) Adjunct faculty may be assigned a maximum workload of 75% of a full time equivalent.

(c) It shall not be considered a violation of this Paragraph if adjunct workload assignments are one converted contact hour below the minimum or above the maximum each Fall and Spring semester.

(d) Existing and future Adjunct faculty choosing not to teach a minimum of 50% of a full time equivalent work load for 2 semesters (whether consecutive or not), shall have their status changed to Visiting.

(e) Assignment of courses for Visiting faculty shall be made by the Administration in its discretion.

ARTICLE XXI
HALF-TIME TEACHING OPTION

21.1 Faculty members (including librarians) who are presently participating in the Half-Time Teaching Option shall be permitted to continue to do so. However, no additional faculty will be permitted to elect the option. Faculty participating in the Half-Time Teaching Option shall be governed by the provisions below.

(a) The faculty member is required to teach one-half the normal full-time teaching load and in both the Fall and Spring semesters.

(b) Salary to be the applicable percent of what the faculty member's full-time salary would have been.

(c) The fringe benefit provisions applicable to full-time faculty in Articles 27 and 28, including tuition remission and the tuition exchange plan, will continue to apply (life insurance, disability, and TIAA-CREF to be adjusted to the salary that the faculty member will be receiving); except that health and hospitalization insurance will be discontinued for any individual who has other employment elsewhere that provides health and hospitalization insurance as provided in Article 27. Further, for purposes of determining the faculty member's contribution for health and hospitalization pursuant to Article 27, the faculty member's "annual pay" while electing the half-time option will be assumed to be the amount that the faculty member's full-time salary would have been had she/he not elected the half-time option.

(d) The leave provisions applicable to full-time faculty in Article 29 will continue to apply, adjusted to the salary that the faculty member will be receiving.

(e) The faculty member will retain the seniority rights as a full-time, tenured member of the faculty.

(f) The faculty member will be permitted to commence annuity payments from TIAA-CREF in accordance with its rules and regulations.

(g) The faculty member will continue to have the opportunity for promotion.

(h) The faculty member may not return to teaching a full-time load.

21.2 The application of this Article shall have no effect on the application of Article 26 (i.e., Article 26 shall be applied as though no faculty elected the Half-Time Option). Thus,

the faculty member who elected the option will be calculated as teaching full-time for purposes of Article 26. Part-time faculty who teach the courses that the faculty member would have taught had he or she retained a full-time teaching load will not be considered in applying Article 26.

ARTICLE XXII
PRE-RETIREMENT TEACHING OPTION

22.1 Eligibility Criteria

A faculty member who wishes to participate must satisfy all of the following criteria:

(a) Must be a full-time tenured faculty member or librarian who has not retired or announced an intention to retire.

(b) Must have completed at least twenty (20) years of service at Pratt as a member of the full-time or adjunct faculty or as an academic administrator, including the last eight (8) years of service as full-time faculty or CCE, as of the end of the semester in which the application is submitted.

(c) Must submit an irrevocable written commitment to resign upon completion of participation in the option.

22.2 Duration of Participation

A maximum of three consecutive years.

22.3 Teaching Load

(a) Participant will teach one-half of his or her normal full-time teaching load.

(b) Participant is required to teach in both the Fall and the Spring semesters.

(c) Participant is not eligible for release time, sabbatical, or unpaid leave of absence.

22.4 Pay and Benefits

(a) Salary to be the applicable percent of what the faculty member's full-time salary would have been.

(b) The fringe benefit provisions applicable to full-time faculty in Articles 27 and 28 will continue to apply (life insurance, disability, and TIAA-CREF to be adjusted to the salary that the faculty member will be receiving); except that health and hospitalization insurance will be discontinued for any individual who has other employment elsewhere that provides health and hospitalization insurance as provided in Article 27. Further, for purposes of

determining the faculty member's contribution for health and hospitalization pursuant to Article 27, the faculty member's "annual pay" while electing this option will be assumed to be the amount that the faculty member's full-time salary would have been had she/he not elected this option.

(c) The faculty member will be permitted to commence annuity payments from TIAA-CREF in accordance with its rules and regulations.

22.5 Notification

A faculty member who wishes to elect the above option the following year must complete and sign the form prescribed by the Institute and submit it to the Provost by no later than March 1. The form will include the member's commitment to resign as set forth in Section 22.1(c) above.

22.6 Maximum Number

Up to five members will be permitted to begin participation in any given year, but in no event shall the total number of participants at any time exceed fifteen. In the event that the number of eligible faculty members who apply to begin the option the following semester exceeds the number of available openings, applicants with the most seniority as full-time Pratt employees will have priority.

22.7 Application of Article 26

The application of this Article shall have no effect on the application of Article 26 (i.e., Article 26 shall be applied as though no faculty elected the Pre-Retirement Teaching Option). Thus, the faculty member will be calculated as teaching full-time for purposes of Article 26. Part-time faculty who teach the courses that the faculty member would have taught had he or she retained a full-time teaching load will not be considered in applying Article 26.

ARTICLE XXIII PART-TIME FACULTY

23.1 Adjuncts

(a) Prior to the completion of ten (10) semesters of service (as an adjunct), faculty members in this category shall make a decision as to whether or not they wish a full-time position.

(1) If they do not wish a full-time position after the tenth semester, they will not be reappointed to the adjunct faculty but may be appointed to the visiting faculty.

(2) Subject to the provisions of Article XVI, if they wish a full-time position they may be granted a Certificate of Continuous Employment. In the event that a full-time position within the field of competence of such a faculty member holding a CCE becomes

available and the CCE applies for the position, the CCE will be among the finalists for the position.

(b) Each semester adjunct faculty covered by this section may be evaluated as to whether or not they meet the departmental standards of professional competence as teachers. If two (2) successive academic year evaluations are negative, they will not be reappointed. Evaluation reports shall be in writing with copies given to the individual faculty member who shall have the opportunity to append or affix his or her comments.

23.2 Promotional opportunities shall be available for part-time faculty members in Adjunct ranks: i.e., Adjunct Instructor, Adjunct Assistant Professor, Adjunct Associate Professor, Adjunct Professor.

23.3 Workload² and Assignment for Adjunct Titles

(a) The maximum workload for adjunct faculty members shall not exceed three-quarters (3/4) of the full-time workload, except as provided below. Every effort shall be made to provide adjunct faculty who have a Certificate of Continuous Employment with a workload of three-quarters (3/4) of a full-time workload.

(b) Academic competence shall govern the assignment of courses. In the event that individuals of equal competence apply for a course, seniority shall prevail. For purposes of interpreting and applying this provision, “academic competence” shall be determined by the Administration and said determination shall not be overturned unless arbitrary and capricious. If the incumbent is not being offered the course, he or she will be provided the reason for that decision.

(c) The maximum workload for adjunct faculty shall be three-quarters (3/4) of the full-time workload within a School. However, it will not constitute a violation of this section or the Collective Bargaining Agreement unless an adjunct’s workload in a semester -- after it has been converted to undergraduate lecture contact hours¹ -- exceeds the three quarters (3/4) limit by more than one (1) contact hour.

23.4 Visiting Category

This category is open to individuals who are distinguished practitioners or specialists.

² Workload Conversion Formula

An example of converting a faculty member’s workload to undergraduate lecture contact hours would be as follows:

A part-time faculty member is assigned ten (10) undergraduate studio contact hours in the School of Art and Design. A full-time undergraduate load in the School of Art and Design is twelve (12) contact hours of lecture and 15 contact hours of studio. The load of ten (10) studio contact hours is converted into lecture contact hours by multiplying as follows:

$$\frac{10}{15} \times 12 = 8$$

Therefore, the part-time faculty member is assigned the equivalent of eight (8) undergraduate lecture contact hours.

(a) They shall teach no more than one-half (1/2) the full-time load. However, it will not constitute a violation of this section or the Collective Bargaining Agreement unless a visiting faculty member's workload -- after it has been converted to undergraduate lecture contact hours¹ -- exceeds the one-half (1/2) limit in either a semester or over the course of a year by more than one and a half (1/2) contact hours.

(b) Depending on their title, their compensation shall parallel the compensation of the equivalent adjunct ranks.

(c) They shall not be eligible for a Certificate of Continuous Employment (CCE).

23.5 Effective 9/1/2012, there shall be 100 CCE positions. Thereafter during the term of the Agreement each year on or about 9/1 there shall be 100 CCE positions. These positions shall be filled in accordance with regular Pratt administration practices and Article 16 of the CBA. However, no current CCE Adjunct faculty members who hold this status as of 9/01/12 shall lose his or her status as CCE Adjunct as a result of the operation of this provision.

Prior to 8/31/2015, at least three full-time tenured track positions shall be awarded to Adjunct professors with CCE status.

Effective 9/1/2012, and on or about that date every year thereafter during the term of the Agreement, there shall be 250 individuals in the status of Adjunct faculty (i.e., excluding faculty with CCE and Visiting faculty). These positions shall be filled in accordance with regular Pratt administration practices and Article 16 of the CBA. However, no current faculty possessing adjunct faculty status shall lose his or her status as Adjunct as a result of the operation of this provision.

ARTICLE XXIV SALARIES³

24.1 Full Time Faculty Increases

(a) Effective September 1, 2011, full-time faculty members who were employed as full-time faculty at Pratt in the 2010-11 academic year and continue to teach full-time, shall receive the higher of:

- (1) The member's 2010-11 salary plus 3%; or
- (2) The applicable minimum rate.

³ See Appendix A for clarification of salary computations pursuant to Article XXIV.

(b) Effective September 1, 2012, full-time faculty members who were employed as full-time faculty at Pratt in the 2011-12 academic year and continue to teach full-time, shall receive the higher of:

- (1) The member's 2011-12 salary plus 3.25% ; or
- (2) The applicable minimum rate.

(c) Effective September 1, 2013, full-time faculty members who were employed as full-time faculty at Pratt in the 2012-13 academic year and continue to teach full time, shall receive the higher of:

- (1) The member's 2012-13 salary plus 3.25%; or
- (2) The applicable minimum rate.

(d) Effective September 1, 2014, full-time faculty members who were employed as full-time faculty at Pratt in the 2013-14 academic year and continue to teach full-time, shall receive the higher of:

- (1) The member's 2013-14 salary plus 3.25% ; or
- (2) The applicable minimum rate.

24.2 Full-Time Faculty Minimums

Effective September 1, 2008, the following shall be the minimum salary levels for regular full-time faculty for the duration of the Agreement:

| | |
|----------------------------|----------|
| <u>Instructor</u> | \$43,000 |
| <u>Assistant Professor</u> | \$48,000 |
| <u>Associate Professor</u> | |
| Years of Service | |
| Up to 5 | \$55,500 |
| 6 to 10 | \$58,000 |
| 11 to 15 | \$60,500 |
| 16 to 20 | \$63,000 |
| 21 to 25 | \$65,500 |
| 26+ | \$68,000 |

Professor

Years of Service

| | |
|----------|----------|
| Up to 5 | \$60,000 |
| 6 to 10 | \$63,500 |
| 11 to 15 | \$67,000 |
| 16 to 20 | \$70,500 |
| 21 to 25 | \$74,000 |
| 26+ | \$77,500 |

(a) These minimums shall not apply to faculty on non-tenure track appointments. With respect to faculty participating in the Half-Time Teaching Option or the Pre-Retirement Teaching Option, the minimums shall apply to what the faculty member's salary would have been had she/he been fully loaded.

(b) A "year of service" shall be defined as (1) a full academic year (both semesters) in which the faculty member actually taught full-time; (2) time spent working full-time as an academic administrator or librarian; and (3) time on paid leave (full-time). It shall not include time spent teaching part-time or on an unpaid leave. Where the time is in fractions, six-tenths or more will be rounded up and five-tenths or less will be rounded down. If a faculty member teaches full time for one semester only, in two different academic years, those two semesters combined shall be treated as a year of service.

(c) The burden of establishing a faculty member's years of service shall rest with the faculty member.

24.3 Part-Time Faculty Increases

(a) Effective September 1, 2011, part-time faculty members who were employed in the 2010-2011 academic year shall receive an increase in their contact hour rate of 3% on the higher of:

(1) The contact hour rate in effect for them in the 2010-11 academic year; or

(2) The applicable minimum rate.

(b) Effective September 1, 2012, part-time faculty members who were employed in the 2011-12 academic year shall receive the higher of:

(1) The contact hour rate in effect for them in the 2011-12 academic year plus 3.25%, or

(2) The applicable minimum rate.

(c) Effective September 1, 2013, part-time faculty members who were employed in the 2012-13 academic year shall receive the higher of:

(1) The contact hour rate in effect for them in the 2012-13 academic year plus 3.25%, or

(2) The applicable minimum rate.

(d) Effective September 1, 2014, part-time faculty members who were employed in the 2013-2014 academic year shall receive the higher of:

(1) The contact hour rate in effect for them in the 2013-2014 academic year plus 3.25%, or

(2) The applicable minimum rate.

24.4 Part-Time Faculty Minimums⁴

Effective September 1, 2008, the following shall be the minimum contact hour rates per contact hour of undergraduate lecture for the duration of the Agreement:

| | |
|----------------------------|----------|
| <u>Instructor</u> | \$ 950 |
| <u>Assistant Professor</u> | \$ 1,100 |
| <u>Associate Professor</u> | |
| Years of Service | |
| Up to 5 | \$1,250 |
| 6 to 10 | \$1,300 |
| 11 to 15 | \$1,350 |
| 16 to 20 | \$1,400 |
| 21 to 25 | \$1,450 |
| 26+ | \$1,500 |

⁴ See Appendix B for clarification for computing the minimum contract hour rate for other than undergraduate lecture courses.

Professor

Years of Service

| | |
|----------|---------|
| Up to 5 | \$1,400 |
| 6 to 10 | \$1,475 |
| 11 to 15 | \$1,550 |
| 16 to 20 | \$1,625 |
| 21 to 25 | \$1,700 |
| 26+ | \$1,775 |

(a) A “year of service” shall be defined as two Fall or Spring semesters in which the faculty member actually taught part-time the entire semester. Time on paid leave shall be treated as time spent teaching for purposes of the preceding sentence.

(b) For purposes of determining part-time faculty minimums for part-time faculty only, there shall be a rebuttable presumption that a faculty member has taught part-time every semester since his/her date of employment at Pratt. The burden of establishing a faculty member’s years of service shall rest with the faculty member. The faculty member will be given access to pertinent employment records at his or her request.

24.5 All full-time faculty who have additional part-time employment shall be compensated at the part-time rate, carrying with him/her, his/her full-time rank. S/he shall be paid the prevailing rate or the part-time minimum for his/her rank, whichever is greater.

24.6 Full-time Library faculty who work excess hours beyond their normally scheduled work week will be compensated at \$45.00 per hour.

24.7 Compensation for independent study students shall be at one hundred and fifty dollars (\$150) per student per contact hour based on the contact hours that are normally associated with the course for which credit is being given.

24.8 Equalization Funds

Effective 8/31/2012, Pratt shall make available \$80,000 in equalization funds to be distributed in accordance with the schedule provided by the Union.

Effective 8/31/2013, Pratt shall make available an additional \$80,000 in equalization funds to be distributed in accordance with the attached schedule provided by the Union.

Effective September 1, 2013, the equalization funds that have been distributed shall be added to the base salary of those individuals (i.e., the general wage increases effective September 1, 2013 and September 1, 2014 shall apply to the equalization funds distributed).

Following the distribution of the aforementioned \$160,000 on 8/31/2013, Pratt will have no additional obligation with respect to this paragraph.

ARTICLE XXV
SUMMER SESSION

25.1 Instructors for the various course offerings will be recruited from amongst the Pratt Institute faculty. In the event that two or more persons request to teach the same course or section who have equal qualifications including experience, seniority based on teaching the same course offering in previous Summer School sessions shall determine the choice. However, if more than one section of the same course is offered in a Summer Session, a faculty member can exercise his or her seniority right over one section only in a Summer Session.

25.2 (a) In the event that no qualified person from within the Pratt faculty makes a request to teach a particular course or section, the Dean (or designee) may recruit qualified persons outside the Pratt Institute faculty.

(b) The Visiting Category as outlined in Article 23.5 above, provides for circumstances under which distinguished practitioners may be invited during the Summer Session to teach elective courses which their pre-eminence or special expertise uniquely qualifies them to offer. They shall teach no more than one course per summer session.

25.3 Salaries:

(a) Full-Time

(b) Full-time faculty who teach for the Summer Session shall be paid at his/her part-time rate, which is defined and computed as follows:

The full-time faculty member's per annum salary divided by two times (2x's) the total maximum per semester contact hour workload for that particular school or department as appropriate. Seventy-five percent (75%) of that sum is the part-time rate for full-time faculty. Example: School of Liberal Arts and Sciences, 12 contact hours per semester is the maximum workload. Assuming an annual salary of \$43,200 divided by 2 times the maximum contact hour workload (2 x 12 = 24):

$$\frac{\$43,200}{24} = \$1800.00 \times .75 = \$1350.00$$

| |
|--|
| \$1350.00 would be the contact hour salary rate. |
|--|

(c) Part-time

Part-time faculty shall receive their present part-time rate.

25.4 The Administration agrees that no course or section will be dropped in a capricious or arbitrary manner. It further agrees that no course or section will be dropped or canceled if the income from student enrollment exceeds the cost of Summer School faculty salaries by 50%, within a given school.

This means that should the income from student enrollments for a given school fall below 50% over the cost of faculty salaries, the Dean (or designee) shall be free to remedy the financial situation by dropping course offerings with lowest enrollments or by combining sections as is appropriate.

25.5 In any event, the Dean (or designee) shall be free to drop or cancel a course or section if the enrollment is seven (7) students or less except where such courses are a requisite for a degree program or certification or where other minimums have prevailed in the past. It is understood that the requisite courses for degree provision would apply only to those students within the last year of their program.

25.6 Upon the recommendation of the appropriate faculty member and Dean, any course which does not meet the criteria stipulated in Articles 25.4 or 25.5, above, may be approved by the Provost (or designee). The income from student enrollment and faculty salaries for such courses shall not be included in the implementation of Articles 25.4 or 25.5 above.

ARTICLE XXVI

RATIO OF FULL-TIME FACULTY TO PART-TIME FACULTY

26.1 Pratt Institute agrees to maintain the ratio of full-time faculty to part-time faculty at no less than the ratio existing during the 2004-05 academic year. In 2004-05, the Institute employed 128 full-time faculty and 739 part-time faculty.

(a) Academic chairpersons shall be included within their respective status (i.e., full-time or part-time).

(b) The number of full-time and part-time faculty for a given year shall be determined based on the second pay check of the Fall semester.

(c) Data from the Summer session shall not be used in calculating the ratio and the ratio shall not apply during that period.

The Union agrees that it will not pursue any grievance enforcing Article XXVI (ratio of full-time to part-time faculty) for the duration of the Agreement.

ARTICLE XXVII
HEALTH BENEFITS

27.1 Eligibility and Contributions

(a) Full-Time Faculty

Full-time faculty members are provided with health benefit coverage under the Aetna plans provided to Pratt Institute administrators (hereafter referred to as the "Aetna plans"). However, any full-time faculty member who

- (i) was appointed to the full-time faculty prior to September 1, 1998 (including faculty who have elected the Half-Time Option or the Pre-Retirement Teaching Option); or
- (ii) held a CCE as of July 17, 1998 and was subsequently appointed to the full-time faculty,

and who is presently covered by either the Pratt Institute Self-Insured Plan ("Self Insured Plan") or HIP, may continue that coverage. All full-time faculty are required to contribute to the cost of the coverage as set forth in Section 27.3.

(b) Part-Time Faculty

(1) CCE's

CCE's are provided with health benefit coverage under the Administrator plans. However, any CCE who was awarded a CCE prior to September 1, 1998 who is presently covered by either the Self-Insured Plan or HIP may continue that coverage. All CCE's are required to contribute 25% of the cost of the coverage.

(2) Adjunct Faculty

The Institute shall make health benefit coverage available to Adjunct faculty (i.e. excluding Visiting faculty) and contribute 50% toward the cost of individual coverage under any such plan. The Institute shall have the right to determine and select the carrier, nature of plan, type of coverage, plan design, and other terms and conditions of the plan and shall also have the right to change, modify, replace the plan without the need to bargain with the Union, provided that the cost to the Institute of the plan remains substantially the same as the cost of providing the benefit as of the effective date of the Agreement. The Institute will give notice and an opportunity to discuss any such changes to the Union in advance."

To be eligible for benefits under this provision, Adjunct Faculty must teach a minimum of 50% of a full time workload each Fall and Spring Semester. If the Adjunct Faculty member is assigned one converted contact hour below the 50% minimum, that Adjunct Faculty member will retain eligibility for medical benefits.

(c) Retirees

(1) Future retirees who are not Medicare eligible will be offered the plans being offered to Pratt Institute administrator retirees. Pratt shall have the right to change, modify, discontinue, or eliminate medical coverage for future retirees who are not Medicare eligible without the need to bargain over any change, modification, discontinuance, or elimination, provided that Pratt makes the same change, modification, discontinuance, or elimination of retiree coverage for Pratt administrators.

(2) Faculty who retire after December 8, 1993, will be required to contribute 20% of the cost of whichever coverage is elected.

(3) Faculty who retired prior to December 9, 1993, who elect the Self-Insured Plan or HIP will be required to contribute ten percent (10%) of the cost of coverage. However, if no Administrator plan is available in the locale where the retiree resides, the pre-December 9, 1993 retiree will not be required to contribute the ten percent (10%) until the Aetna plans being provided to Pratt Institute administrator retirees becomes available and the retiree is offered the choice and elects not to be covered by the Administrator plan.

27.2 With respect to the current Administrator plans and any successor plan (the "Current Plan"), Pratt shall have the right to change, modify, or replace the Current Plan without the need to bargain over any change, modification, or replacement if (i) Pratt makes the same changes, modifications, or replacements for administrators at Pratt, and (ii) any new, revised, or modified health plan or plans provides for substantially comparable benefits to the Current Plan. Pratt will give notice and discuss such changes with the Union prior to implementation. This provision shall apply to all benefits under the plan, including, but not limited to, health insurance and optical benefits. This provision shall apply equally to benefits for current bargaining unit employees and retirees. This provision shall not be applicable to HIP.

27.3 Contribution Schedule For Full-Time Faculty

Full-time faculty members will be required to make contributions as follows:

| <u>Annual Pay</u> | <u>Annual Contribution</u> |
|----------------------|---|
| \$25,000 to \$40,000 | 11% of the cost of whichever coverage applies |
| More than \$40,000 | 15% of the cost of whichever coverage applies |

27.4 Grandfathered Coverage

(a) Self-Insured Plan

The Self-Insured Plan shall provide coverage for major medical expenses administered by Aetna for faculty, their spouses and dependent children. The major medical coverage shall include provisions for a maximum benefit of one million dollars (\$1,000,000) and a cash deductible of two hundred dollars (\$200) in any one year for an individual and five hundred (\$500) in any one year per family, and reimbursement for the first five thousand dollars

(\$5,000) per individual in excess of the deductible amount of 80%, and for the remainder, 100%. Payment shall be at the 95th percentile of PHCS. The plan shall also include a prescription program; when an employee purchases a prescription drug from a participating pharmacy, the employee's co-payment will be two dollars (\$2) for generic drugs and seven dollars (\$7) for brand name drugs. In addition, the Institute shall reimburse the faculty member up to the sum of fifty dollars (\$50) over a one year period for either a complete pair of eyeglasses, prescription sunglasses, contact lenses and/or the replacement of a lens, a pair of lenses or a frame.

The maximum major medical benefit for a retired faculty member over age sixty-five (65) and his/her spouse over age sixty-five (65) shall be one hundred thousand dollars (\$100,000).

(b) HIP

(1) HIP coverage shall be the HIP full medical plan including the H3F Rider and the Pratt optical benefit described in subsection (c) above.

(2) Notwithstanding any provision to the contrary contained in this Article, when the Institute ceases offering HIP coverage outside this bargaining unit, HIP coverage will cease for members and retirees of this unit as well. Those members and retirees will be given sufficient notice of the cessation so that they can avoid any break in coverage.

27.5 Domestic Partners

(a) Domestic partners, who satisfy all of the criteria set forth below, have the same eligibility for health benefits under this Article as spouses of eligible faculty and librarians. The criteria are as follows:

- (i) The persons are not related by blood;
- (ii) Neither person is married and the persons have never been married to each other;
- (iii) The persons share a primary residence and intend to do so permanently;
- (iv) The persons have been living together for at least one year prior to the date of the Affidavit.
- (v) The persons are at least eighteen years of age;
- (vi) The persons are competent to enter a contract;
- (vii) The persons are not in a domestic partnership relationship with anyone else; and
- (viii) The persons share the common necessities of life and have agreed themselves to be responsible for each other's welfare.

(b) The faculty member or librarian must submit an Affidavit of Domestic Partnership swearing to the foregoing. In addition, she/he must submit proof of qualifying cohabitation. In the event the relationship terminates or any other change occurs so that the persons are no longer in compliance with all of the above criteria, the member or librarian must inform the Institute within thirty days.

(c) Coverage will first be available for a domestic partner who qualifies under the provisions of this Article as of January 1, 2006.

(d) Notwithstanding the above, the parties understand that this change must be approved by Aetna and/or HIP. In the event that the carrier does not approve it, the parties will negotiate such changes as are required to satisfy those carriers.

ARTICLE XXVIII
OTHER FRINGE BENEFITS

28.1 Retirement/Pension Plan

The Institute shall continue the present program with TIAA (all options: CREF, deferred taxes, etc., under the present plan shall be retained) which shall include the following:

(a) Enrollment in the retirement/pension plan is mandatory for all full-time faculty over age 21 with two years of service. The waiting period shall be reduced or eliminated for employees with prior related industry service in higher education (a college or university which conforms to the federal standards for IRS Code section 501(c)(3) status or a similar public institution of higher education).

(b) The Institute's total contribution to the individual faculty member's TIAA/CREF account will be as follows:

| <u>Academic Year</u> | <u>% of Member's Regular Annual Salary</u> |
|----------------------|--|
| 2011-12 | 7% |
| 2012-13 | 5% |
| 2013-14 | 5% |
| 2014-15 | 7% |

(c) Each faculty member shall contribute five percent (5%) of his or her regular monthly compensation, except that he or she shall have the option of contributing or not contributing five percent (5%) of the first \$8,000 of his or her regular salary.

28.2 Life Insurance

(a) Full-Time Faculty

The Institute shall provide each member of the faculty with life insurance in the amount of one year's base salary rounded to the next thousand dollar figure.

(b) Part-Time Faculty

The Institute shall provide a life insurance plan for part-time faculty with a CCE whereby each eligible member of the faculty shall be insured for twenty-five thousand dollars (\$25,000). Certain reductions equal to two-thirds of annual gross salary (rounded to the nearest thousand dollar as is the current policy under this insurance plan) shall apply for employees over the age of 65.

28.3 Disability

The Institute shall provide full-time faculty and part-time faculty with a CCE a total disability plan on a non-contributory basis. The plan shall provide for a monthly income equal to 60% of the covered monthly salary up to \$3,000, plus 40% of the covered monthly salary in excess of \$3,000, not to exceed \$3,000 monthly. The plan becomes effective two years from the date of employment, except that under specific circumstances employees with prior total disability coverage may have the period reduced. There shall be no minimum age requirement.

The employer agrees to provide TIAA Long Term Disability Insurance as follows:

(a) With respect to disabilities which occur at age 60 or less, benefits will cease at age 65.

(b) With respect to disabilities which occur after age 60 but before age 65, benefits will cease four and one-half (4 1/2) years after disablement.

(c) With respect to disabilities which occur at age 65 but before age 68½, benefits will cease at age 70.

(d) With respect to disabilities which occur after age 68½, benefits will cease after one (1) year.

28.4 Tuition Remission and Tuition Exchange Plan

(a) Full-Time Faculty

(1) Tuition Remission

Faculty members, their children and spouses shall have free tuition in any regular course of study at the Institute.

(2) Tuition Exchange

The Institute will provide faculty members with the opportunity to participate in the Tuition Exchange Program which is presently available for administrators.

(b) Part-Time Faculty

The tuition remission program set forth in Article 28.4(a)(1), above, shall be available on a pro rata basis to the spouses and children of the adjunct faculty who have completed ten (10) or more semesters of employment (as a visitor or adjunct). The pro-ration per semester shall be based on the faculty member's workload in the last preceding semester as against a full-time per semester workload in the faculty member's department.

ARTICLE XXIX
LEAVES

29.1 Leaves of Absence

Leaves of absence, excepting those for service in the armed forces, Vista or the Peace Corps, shall be for a period of time not in excess of one year. In extraordinary circumstances, leaves may be extended. They shall be without pay. Unless of an emergency nature, applications for such leave shall be made by October 15th for the ensuing Spring semester and by February 15th for the ensuing Fall semester. Faculty shall be responsible for 100% of premiums for any medical coverage during a leave of absence exceeding one month, except for sabbatical leaves, FMLA, medical, or disability leaves, or approved leaves to perform work or service that is not compensated and that reasonably is deemed by the Institute to enhance the professional reputation of the Institute

29.2 Sabbatical Leaves

(a) Sabbatical leave eligibility under subsections (b) and (c) shall require at least six (6) years of continuous service at the Institute before and between sabbaticals. Sabbaticals will not be awarded prior to the award of full time faculty tenure, or the award of CCE status.

(b) Compensation for sabbatical leave shall be full pay for a half year leave and one-half pay for a full year leave. Upon return, the faculty member shall be reinstated at his/her previous assignment and shall be eligible for any salary increases that may have resulted during the leave period.

(c) The Institute will grant to full-time faculty at least seven (7) sabbatical leaves at full pay for one semester or one-half pay for two continuous semesters in each year, provided a sufficient number of applications are received.

(d) Effective September 1, 2008, the Institute shall grant at least four (4) sabbatical leaves at full pay for one semester or one-half pay for two continuous semesters in

each year to CCEs. Compensation shall be based on the average of the CCE's workload of the previous academic year. Upon return, the CCE shall be eligible for any salary increases that may have resulted during the leave period.

(e) Approval of sabbatical leave will be granted by the Board of Trustees only upon the recommendation of the President. The President's recommendation shall be based on a review of all applications made and submitted to the Deans and forwarded to the Provost. The Provost's review shall take into account reasons for the leave as stated by the faculty member, the number of previous leaves, the allocation of leaves among the various schools and academic professional disciplines, and the benefit of such leaves to the individual and the Institute.

(f) No request for leave may be discriminated against because it asks for a semester leave at full pay as opposed to a year leave at half pay.

29.3 Medical Leave

(a) Non-tenured full-time faculty shall be entitled to medical leave at full pay for one calendar month for each year of service for the first three years of service and then, beginning with the fourth year of service, up to a total maximum of six months, or one semester. If necessary, such medical leave may be extended without pay up to a maximum of one year total, including paid and unpaid medical leave.

(b) Tenured full-time faculty and Adjunct faculty with a CCE shall be entitled to medical leave with full pay, up to a maximum of one calendar year

(c) Full-time faculty and Adjunct faculty with a CCE may be eligible for disability coverage under article 28.3 following the exhaustion of medical leave pursuant to sections 29.3 (a) and (b). Medical benefits will continue pursuant to article 27 for eligible faculty on disability coverage for a period of one calendar year.

(d) Part-time faculty members without a CCE will be entitled to medical leave calculated as follows:

(1) The length of the medical leave shall be 1 month multiplied by the individual faculty member's years of employment (i.e. 4 months for a faculty member with 4 years of employment) but shall not exceed a single semester;

(2) The faculty member shall be eligible for $\frac{3}{4}$ of his/her regular salary during the length of the medical leave as specified in 29.3(c)(1) above; and

(3) In no event shall the total amount of medical leave pay exceed $\frac{3}{4}$ of the individual faculty member's pay for a single semester.

(e) Following return to work after a paid medical leave, any faculty member must complete a full academic year of service before being eligible for additional paid medical leave pursuant to this article.

Full-time faculty and CCEs will be eligible to return from medical leave to the same or similar position within the Institute, at the beginning of the next semester following the end of the medical leave.

(f) Professional Librarians shall be eligible for paid medical leave pursuant to sections 29.3 (a) and (b) except that any and all paid leave, including vacation, sick leave, and discretionary leave, must be used concurrently during the medical leave and shall not be used to extend the length of the medical leave

ARTICLE XXX TENURE

30.1 Academic freedom and economic security are necessary for the success of the Institute in fulfilling its obligations to its students and to society.

30.2 “Tenure” shall mean the right of a person to hold his or her position until retirement during efficient and competent service, and not to be removed or suspended except for cause.

30.3 All members of the permanent full-time faculty and part-time faculty having Certificate of Continuous Employment shall have tenure.

30.4 Subject to the provisions of Article 16, full-time faculty members who have served in a continuous manner for a probationary period of seven (7) years shall be reappointed for an eighth year with tenure or shall receive a terminal contract. Persons initially appointed to professorial ranks (ranks above Instructor) may have the probationary period reduced, except that two years of satisfactory service at the Institute must be completed before tenure takes effect. Each two years of prior full-time faculty service at an accredited college or university shall be credited as the equivalent of one year full-time service at Pratt Institute for purposes of eligibility for tenure to a maximum of two years full-time service at Pratt.

30.5 Subject to the provisions of Article 16, part-time faculty who hold adjunct titles and who have served a total of ten semesters as an adjunct and have been appointed for an eleventh semester or more, beginning with the fall semester of 1972 shall be deemed to be professionally competent and shall be given a Certificate of Continuous Employment.

30.6 Where the service of a member of the faculty is interrupted by reason of an approved leave of absence, the period of creditable service immediately preceding such leave shall be counted in computing the years of continuous service required to confer tenure.

30.7 Nothing herein shall be construed as conferring tenure in administrative positions. Appointments to or removal from such positions, however, shall not deprive the person so appointed or removed of tenure in the highest academic rank held with tenure prior to his or her appointment to such office or conjointly with such office, nor shall such appointment or the holding of such position or the removal from such position deprive any person of service credit toward the achievement of tenure under the provisions of this Article.

30.8 Neither tenure as conferred through the operation of this Agreement nor the period requisite for the achievement of tenure shall be affected by promotion, or by change of rank, except that a person upon whom tenure is conferred through the operation of this Agreement and who maybe promoted, or whose rank may be changed, shall have tenure in his or her new rank.

30.9 Each person upon whom tenure is conferred shall be so notified in writing.

30.10 The Administration may elect to increase the salary of a full-time faculty member upon his or her receiving tenure. Whether to grant such an increase and the amount of any such increase shall be solely the discretion of the Administration, and the Administration's decision may not be grieved or challenged in arbitration under this Agreement. Any such increase shall take effect the September 1st immediately following the award of tenure.

30.11 Nothing in this Article shall be construed as denying tenure to faculty members currently having tenure.

30.12 (a) Whenever a department Chairperson or Dean has evidence of deterioration of a tenured faculty member's competence or adherence to duty, an evaluation of his or her total performance shall be effectuated.

(b) An Ad Hoc Committee shall be empowered to evaluate the total performance of a tenured faculty member whenever the Chairperson or Dean has evidence of the deterioration of such tenured faculty member's competence or adherence to duty as set forth in Article 29.11(a), above. The Ad Hoc Committee shall be appointed by the Provost and shall consist of a representative of the President, two Deans and four tenured faculty members.

30.13 Termination for Cause

(a) Faculty members having tenure shall not be removed or suspended except for adequate cause which shall include: (i) incompetent service; and (ii) neglect of duty.

(b) Removal or suspension of a person on tenure shall require service of written charges and may be taken up as a grievance directly at Step 2 of the grievance procedure under this Agreement within thirty (30) days of removal or suspension. The person so charged shall be on a pay status pending the outcome of the proceedings affecting his/her tenure unless the person is charged with gross misconduct (in which event the person shall be on unpaid status). The fees and expenses of the American Arbitration Association and the Arbitrator shall be borne by the Institute.

30.14 Lay-off -- Transfer -- Financial Exigency

(a) There shall be no lay-offs or notice of lay-offs of tenured faculty except in the case of Institute-wide financial exigency as defined in Article 30.13(e).

(b) During the period of this Agreement, in the event of serious problems of enrollment in any academic areas, tenured faculty maybe transferred to other areas in related fields of instruction. It is incumbent upon such faculty members to engage in such retraining

and/or professional development as is reasonable and necessary to teach effectively in the related fields. Such transfers shall be made in order of seniority with due regard to professional competence with the consultation of the faculty member concerned.

(c) In the event any member of the tenured faculty cannot be retrained as provided in subparagraph (b) of this Article, or there is no area in a related field of instruction to which he or she may be transferred, he or she shall be placed in a suitable non-academic position in the Institute without loss of his or her tenured faculty status.

(d) Only if the financial problems of the Institute cannot be resolved by the operation of the provisions of Article 31 and Article 30.13(b) and (c) because of the severity and extent of the Institute's financial exigency as defined in Article 30.13(e), tenured faculty may be laid off after non-tenured faculty in the following sequence: (1) tenured part-time faculty; then (2) tenured full-time faculty, in accordance with seniority within areas of competence dating from the original date of employment. In every instance of lay-off in the case of financial exigency, the tenured faculty member concerned shall be notified prior to the end of the Spring semester or trimester that during the following academic year he or she will be on a terminal appointment. Such notice shall be given as early as possible. The Institute will make every effort to place laid-off faculty members in other suitable positions and the laid-off faculty member shall be placed on a preferential rehiring list for three years for vacancies in their areas of competence with those having greater seniority having prior claim to a position. Such individuals rehired shall be compensated at a salary no less than that last received at the Institute plus any increases that may have accrued during their absence.

(e) Financial exigency must be demonstrably bona fide and fully explained and documented to the faculty to the effect that unless the Institute effectuates the inherent economies, the viability of Pratt Institute is endangered.

(f) Allegations of arbitrariness, discrimination or capriciousness in connection with the operation of Article 30.14 shall be subject to the grievance procedure.

30.15 If a faculty member received tenure during the term of the 2003-2007 CBA, that faculty member may during the Fall 2012 Semester request that the Provost assess that member's scholarship as of the date of tenure to determine whether that scholarship warrants a compensation adjustment. The Provost's decision with respect to that request will be in his/her sole discretion, non-reviewable, non-grievable, non-arbitrable and otherwise not subject to litigation. Such compensation adjustment shall commence at the beginning of the Fall 2013 Semester and will not be retroactive.

ARTICLE XXXI LAY-OFFS AND TERMINATION OF NON-TENURED FACULTY

31.1 Lay-offs of non-tenured faculty members may be effectuated by the Institute only for the following reasons:

(a) Insufficient enrollment, or

(b) Bona fide discontinuance of a department or program of instruction, or

(c) Financial exigency. Financial exigency must be demonstrably bona fide and fully explained and documented to the Institute faculty to the effect that unless the Institute effectuates the inherent economies the viability of Pratt Institute is endangered.

31.2 Non-tenured, part-time faculty members shall be laid-off prior to non-tenured full-time faculty members. Lay-offs then shall be governed by an order of separation involving cumulative seniority. Laid-off personnel shall be placed, within areas of competence, on a preferential rehiring list for three (3) years. Re-employment shall be based upon cumulative seniority within areas of competence.

31.3 (a) Notice of lay-off of full-time faculty shall be no later than March 1st prior to the completion of the first year of service and December 1st prior to the completion of the second year of service.

(b) Faculty members with more than two years of service will be notified prior to the end of the Spring semester or trimester that during the following academic year they shall be on a terminal appointment. Such notice shall be given as early as possible.

(c) Normally, where practicable, those holding part-time appointments must be notified no later than December, prior to the Christmas recess, with respect to an appointment in the succeeding Spring semester and no later than May 15th with respect to an appointment in the succeeding Fall semester.

31.4 In the event of lay-off or termination the faculty member shall be given the reasons.

31.5 Non-tenured faculty members shall not be removed, suspended or terminated during the period of their appointment except for adequate cause which shall include (a) incompetent service and (b) neglect of duty.

ARTICLE XXXII NON-TENURE TRACK APPOINTMENTS

32.1 The Provost may issue non-tenure track full-time appointments for the following reasons:

(a) To replace a faculty member on sabbatical or other leave of absence;

(b) To temporarily fill a budgeted full-time tenure track line, for a maximum duration of three years; or

(c) In order to employ an accomplished professional (maximum of two at any one time).

32.2 Non-tenure track full-time terminal appointments shall be issued in accordance with the following:

(a) The Provost will inform the Union of the appointment including the reason therefore at least seven days prior to its being announced.

(b) The appointment shall not cause any incumbent full-time faculty member to be denied reappointment or laid off.

(c) A person who has held an appointment under this section may thereafter be appointed to a full-time, tenure-track position only after a search and in accordance with the usual procedure for filling such a position. Service in an appointment pursuant to this Article shall not be credited for purposes of eligibility for tenure.

32.3 Non-tenure track full-time appointments in accordance with this Article shall be disregarded for purposes of Article 26. Any part-time appointment for the purpose of replacing a full-time faculty member on sabbatical or other leave of absence, shall also be disregarded for purpose of Article 26.

32.4 Appointments under this Article shall not be subject to Article 16.

ARTICLE XXXIII NO STRIKES - NO LOCKOUTS

33.1 The parties subscribe to the principle that any and all differences under this Agreement be resolved by peaceful and appropriate means without interruption of the Institute program. The Union, therefore, agrees that during the term of this Agreement it shall not instigate, engage in, support, encourage or condone any strike, work stoppage or other concerted refusal to perform work by any faculty members covered by this Agreement. This section, if violated, may, in the sole discretion of the Administration, be enforced either through the arbitration provisions hereof or by means of an action in any court of competent jurisdiction or in any administrative agency having jurisdiction, or through any combination of these remedies.

33.2 The Administration agrees that during the term of this Agreement it shall not lock-out any or all of the faculty members covered by this Agreement. This section, if violated, may, in the sole discretion of the Union, be enforced either through the arbitration provisions hereof or by means of an action in any court of competent jurisdiction or in any administrative agency having jurisdiction, or through any combination of these remedies.

ARTICLE XXXIV
AGENCY FEE

34.1 As a condition of employment, all unit members shall be required to (i) become a member of the Union, or (ii) pay an agency fee to the Union within thirty days after the initial date of employment, in accordance with applicable law.

34.2 The Institute agrees that any unit member who does not comply with section 1 within the first semester of service or within any subsequent year will not be reappointed notwithstanding any other provision of this Agreement.

34.3 The Union agrees that it will indemnify and hold the Institute harmless from any damages and/or costs and expenses sustained by reason of any action taken by the Institute under this Article.

ARTICLE XXXV
TERM OF AGREEMENT

35.1 From the effective date hereof to and including August 31, 2015, this Agreement shall remain in full force and effect and be binding upon the parties hereto and shall thereafter be continued for annual periods unless notice of termination or modification is given in writing by either party to the other by certified mail at least sixty days prior to the above expiration date.

35.2 No later than six months prior to August 31, 2015, the parties shall commence discussions and negotiations for the purpose of extending, renewing or modifying this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

PRATT INSTITUTE

UNITED FEDERATION OF COLLEGE
TEACHERS, LOCAL 1460, AMERICAN
FEDERATION OF TEACHERS, AFL-CIO

By _____

By _____

By _____

By _____

APPENDIX A

Clarification of Article 24

Examples of Full-Time Faculty Salary Calculations

For Full-Time faculty who were employed as full-time faculty at Pratt during the 2007/08 academic year, the following are example calculations effective September 1, 2008:

Example 1 (FT):

John Doe has completed 12 years of service as a full time faculty member. He has received a promotion from Assistant Professor to Associate Professor effective September 1, 2008. His salary during the 2007-2008 academic year was \$55,000.

Salary Calculation for AY 2008-2009 :

- “The member’s 2007-2008 salary plus 3%...”

$$\begin{aligned}\text{Salary (2007-2008)} &= \$55,000 \\ 3\% \text{ of Salary (2007-2008)} &= \$55,000 \times (0.03) = \$1,650 \\ \text{Salary plus 3\%} &= \$55,000 + \$1,650 = \$56,650\end{aligned}$$

- “The applicable minimum rate.”

The applicable minimum rate for an Associate Professor who is in his 13th year of full-time service is \$60,500.

Since “The applicable minimum rate” (\$60,500) is greater than “the member’s salary plus 3%” (\$56,650), John Doe’s salary for the 2008-2009 academic year is \$60,500.

Example 2 (FT):

Jane Smith is a full time Professor who has completed 18 years of service as a full time faculty member. Her salary during the 2007-2008 academic year was \$69,000.

Salary Calculation for AY 2008-2009 :

- “The member’s 2007-2008 salary plus 3%...”

$$\begin{aligned}\text{Salary (2007-2008)} &= \$69,000 \\ 3\% \text{ of Salary (2007-2008)} &= \$69,000 \times (0.03) = \$2,070 \\ \text{Salary plus 3\%} &= \$69,000 + \$2,070 = \$71,070\end{aligned}$$

- “The applicable minimum rate.”

The applicable minimum rate for a Professor who is in her 19th year of full-time service is \$70,500.

Since “the member’s salary plus 3%” (\$71,070) is greater than, “the applicable minimum rate” (\$70,500), Jane Smith’s salary for the 2008-2009 academic year is \$71,070.

Example 3 (FT):

Lee Someone has completed 8 years of service as a full time faculty member. She has received a promotion from Instructor to Assistant Professor effective September 1, 2008. Her salary during the 2007-2008 academic year was \$50,100.

Salary Calculation for AY 2008-2009 :

- “The member’s 2007-2008 salary plus 3%...”

$$\begin{aligned} \text{Salary (2007-2008)} &= && \$50,100 \\ 3\% \text{ of Salary (2007-2008)} &= && \$50,100 \times (0.03) = \$1,503 \\ \text{Salary plus 3\%} &= && \$50,100 + \$1,503 = \$51,603 \end{aligned}$$

- “The applicable minimum rate.”

The applicable minimum rate for an Assistant Professor who is in her 9th year of service is \$48,000.

Since “the member’s salary plus 3%” (\$51,603) is greater than “the applicable minimum rate” (\$48,000), Lee Someone’s salary for the 2007-2008 academic year is \$51,603.

Example 4 (FT)

Sally Williams is a full-time Professor who has completed 15 years of service as a full-time faculty member. Her salary during the 2007-2008 academic year is \$67,000.

Salary Calculation for AY 2008-2009:

- “The member’s 2007-2008 salary plus 3%...”

$$\begin{aligned} \text{Salary (2007-2008)} &= && \$67,000 \\ 3\% \text{ of Salary (2007-2008)} &= && \$67,000 \times (0.03) = \$2,010 \\ \text{Salary plus 3\%} &= && \$67,000 + \$2,010 = \$69,010 \end{aligned}$$

- “The applicable minimum rate.”

The applicable minimum rate for a Professor who is in her 16th year of service is \$70,500.

Since “the applicable minimum rate” (\$70,500) is greater than “the member’s salary plus 3% (\$69,010), Sally Williams’ salary for the 2008-2009 academic year is \$70,500.

Examples of Part-Time Faculty Salary Calculations

For Part-Time faculty who were employed during the 2007/08 academic year, the following are example calculations effective September 1, 2008:

Example 1 (PT):

Ben Good has completed 12 years of service as a part time faculty member. He has received a promotion from Adjunct Assistant Professor to Adjunct Associate Professor effective September 1, 2008. His contact hour rate per undergraduate lecture hour during the 2007-2008 academic year was \$1,300.

Salary Calculation for AY 2008-2009:

- “the contact hour rate in effect for them in the 2007-2008 academic year plus 3%”

$$\begin{aligned}\text{Rate (2007-08)} &= \$1,300 \\ 3\% \text{ of Rate (2007-08)} &= \$1,300 \times (0.03) = \$39 \\ \text{Rate plus 3\%} &= \$1,300 + \$39 = \$1,339\end{aligned}$$

- “The applicable minimum rate.”

The applicable minimum rate for a part-time Associate Professor who is in his 13th year of part-time service is \$1,350.

Since “The applicable minimum rate” (\$1,350) is greater than “the contact hour rate in effect for them in the 2007-2008 academic year plus 3%” (\$1,339), Ben Good’s contact hour rate per undergraduate lecture hour for the 2008-2009 academic year is \$1,350.

Example 2 (PT):

Mary Days has completed 18 years of service as a part time faculty member. She has received a change in status from Visiting to Adjunct and a promotion from Associate Professor to Professor effective September 1, 2008. Her contact hour rate per undergraduate lecture hour during the 2007-2008 academic year was \$1,600.

Salary Calculation for AY 2008-2009:

- “the contact hour rate in effect for them in the 2007-2008 academic year plus 3%”

$$\begin{aligned}\text{Rate (2007-08)} &= \$1,600 \\ 3\% \text{ of Rate (2007-08)} &= \$1,600 \times (0.03) = \$48\end{aligned}$$

$$\text{Rate plus 3\%} = \quad \$1,600 + \$48 = \quad \$1,648$$

- “The applicable minimum rate.”

The applicable minimum rate for a part-time Professor in her 19th year of part-time time service is \$1,625.

Since “the contact hour rate in effect for them in the 2007-2008 academic year plus 3%” (\$1,648) is greater than “the applicable minimum rate” (\$1,625), Mary Days’ contact hour rate per undergraduate lecture hour for the 2007-2008 academic year is \$1,648.

Example 3 (PT):

Abel Doer has completed 7 years of service as a part time faculty member. He has received a promotion from Adjunct Instructor to Adjunct Assistant Professor and a CCE effective September 1, 2008. His contact hour rate per undergraduate lecture hour during the 2007-2008 academic year was \$1,000.

Salary Calculation for AY 2008-2009:

- “the contact hour rate in effect for them in the 2007-2008 academic year plus 3%”

$$\begin{aligned} \text{Rate (2007-08)} &= \quad \$1,000 \\ 3\% \text{ of Rate (2007-08)} &= \quad \$1,000 \times (0.03) = \quad \$30 \\ \text{Rate plus 3\%} &= \quad \$1,000 + \$30 = \quad \$1,030 \end{aligned}$$

- “The applicable minimum rate.”

The applicable minimum rate for a part-time Assistant Professor is \$1,100.

Since “the applicable minimum rate” (\$1,100) is greater than “the contact hour rate in effect for them in the 2007-2008 academic year plus 3%” (\$1,030), Abel Doer’s contact hour rate per undergraduate lecture hour for the 2008-2009 academic year is \$1,100.

Example 4 (PT)

Barbara Taylor has completed 5 years of service as a part-time faculty member. She has received a promotion from Visiting Assistant Professor to Visiting Associate Professor effective September 1, 2008. Her contact hour rate per undergraduate lecture hour during the 2007-2008 academic year was \$1,200.

Salary Calculation for AY 2008-2009:

- “the contact hour rate in effect for them in the 2007-2008 academic year plus 3%”

Rate (2007-2008) = \$1,200
3% of Rate (2007-2008) = \$1,200 x (0.03) = \$36
Rate plus 3% = \$1,200 + \$36 = \$1,236

- “The applicable minimum rate.”

The applicable minimum rate for a part-time Associate Professor who is in her 6th year of service is \$1,300.

Since “the applicable minimum rate” (\$1,300) is greater than “the member’s contact hour rate plus 3%” (\$1,236), Barbara Taylor’s contact hour rate for the 2008-2009 academic year is \$1,300.

APPENDIX B

Conversion of Part-time Minimum Rates

[Clarification of Article 24.4]

For minimum contact hours rates other than undergraduate lecture courses, the following formula applies:

Minimum undergraduate lecture contact hour rate times twelve contact hours (maximum load for semester), divided by the maximum full-time workload for the school, course level, and type of course.

Examples (effective September 1, 2008):

1. Rank: Visiting Professor
School: Architecture
Workload: 16 undergraduate studio contact hours
Type of course: studio course

$$\frac{\$1,400 \times 12}{16 \text{ undergraduate studio contact hours}} = \$1,050$$

The per contact hour rate cannot be less than \$1,050 as demonstrated in example # 1.

2. Rank: Visiting Associate Professor
School: Information and Library Sciences
Workload: 9 graduate lecture contact hours
Type of course: lecture/conference

$$\frac{\$1,250 \times 12}{9 \text{ graduate lecture contact hours}} = \$1,666.67$$

The per contract hour rate cannot be less than \$1,666.67 as demonstrated in example #2.

APPENDIX C

LETTER OF UNDERSTANDING

The following constitutes a letter of understanding made by and between Pratt Institute and the United Federation of College Teachers, Local 1460:

By the words “end of the Spring semester or trimester” is meant the last day of exams of the Spring semester or trimester. This definition applies throughout and for the duration of our Collective Bargaining Agreement for the period beginning September 1, 1989 and extending through August 31, 1992 and for all subsequent agreements.

LETTER OF UNDERSTANDING

The following constitutes a letter of understanding effective September 1, 1989 through August 31, 1992, and for all subsequent agreements made by and between Pratt Institute and the United Federation of College Teachers, Local 1460:

When conditions in the Library building are unbearable due to excessive cold or excessive heat and humidity, the Dean of the Libraries (or designee) will use his or her professional judgment based on prior constitution with the Library faculty to ensure adequate service by arranging for one or more librarians to remain in the building.

LETTER OF UNDERSTANDING

The following constitutes a letter of understanding made by and between Pratt Institute and the United Federation of College Teachers, Local 1460 concerning the eight bargaining unit members who presently occupy the townhouses:

The eight members will have the right to continue to rent the space until August 31, 2010 (provided they comply with the terms of this letter), at which time they will vacate the premises. The Institute agrees not to increase the rent during that time period.

The Institute shall be free to initiate whatever proceedings it deems appropriate in order to assure that those townhouses are vacated by August 31, 2010. The eight members shall, on or before June 1, 2008, sign a stipulation consenting to a judgment of possession and warrant of eviction.

Pratt will agree to stay enforcement until August 31, 2010, provided the member remains current in the payment of rent.