

A G R E E M E N T

B E T W E E N

T H E A D M I N I S T R A T I O N O F
P R A T T I N S T I T U T E

A N D T H E

U N I T E D F E D E R A T I O N O F
C O L L E G E T E A C H E R S

A F L - C I O

September 1, 1983 - August 31, 1986

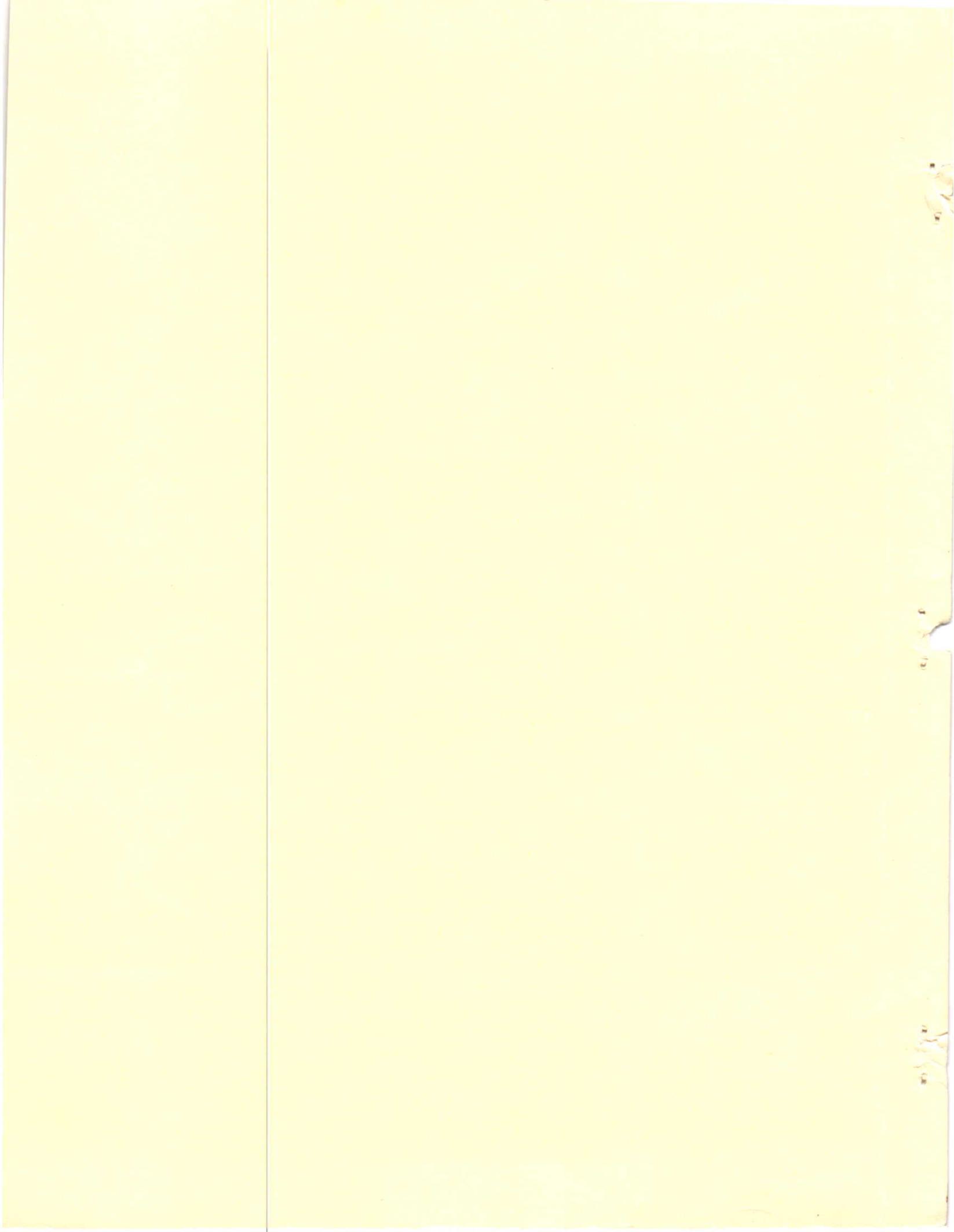


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AGREEMENT effective the first day of September, ¹⁹⁸⁶~~1983~~, by
and between THE ADMINISTRATION OF PRATT INSTITUTE (hereinafter referred
to as the "Administration" or as the "Institute") and the UNITED
FEDERATION OF COLLEGE TEACHERS, LOCAL 1460, AMERICAN 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 representa-
tive 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 ~~160 Lexington Avenue,~~ 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 is 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. Evaluation of faculty and the reward of merit must be based solely on teaching effectiveness and professional competence.

3.2 Faculty members are entitled to full freedom in research and other creative activities and in the publication of the results. Research or consultation is not to interfere with the satisfactory performance of responsibilities to the Institute.

3.3 Faculty members are entitled to freedom in the classroom in discussing the curriculum subject.

3.4 The faculty member is a citizen, a member of a learned profession and an employee of the Institute. When he or she speaks or writes as a citizen he or she should be free from institutional censorship or discipline.

3.5 To encourage creativity and constructive dissent, a faculty member is entitled to full freedom of discussion in all established Institute bodies without reprisal.

ARTICLE IV

CHECK-OFF

4.1 Upon receipt of a written authorization from an employee member of the bargaining unit in the form annexed hereto as Exhibit A, the Institute shall, pursuant to such authorization, deduct from the wages due said employee each month and remit to the Union regular dues 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, religion, creed, national origin, political belief, sex or sexual orientation, age, handicap, 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 thereunder.

7.3 A grievant shall mean (a) an individual employee, or (b) a group of employees having the same grievance, or (c) the Union.

7.4 Every employee or group of employees shall have the right to present grievances to the Administration free from interference, coercion, restraint, discrimination or reprisal on the part of the Administration or the Union, and shall have the right to be represented in all stages of the grievance procedure provided. An individual grievant may choose an individual or the Union to represent him or her. This shall not prevent any employee or group of employees, provided they are not represented by any organization, from presenting a complaint without Union representation.

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 The failure of an administrator at any level to communicate his or her decision to the faculty member and/or the Union within the time limits provided shall permit the grievant to proceed to the next step of the grievance procedure. The failure of a faculty member and/or 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 no later than twenty non-holiday work days after the grievant has notice of the event constituting the alleged grievance. It shall set forth the basis of the complaint or dispute and the remedy requested and shall be filed with the employee's immediate supervisor, be he or she a Chairperson, Coordinator, Area Head, etc. with copies to the appropriate Dean and the Union. The supervisor shall, within five non-holiday work days after receipt of the grievance, meet with the grievant 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 therefor in writing to the grievant and 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 limits for making such decision, the grievant or 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 the grievant and 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 grievant or the Union may submit the grievance in writing to the President. Either the President or the Provost or their designee shall meet with the grievant and 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 therefor in writing to the grievant and 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 grievant or 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 hereinabove to the contrary notwithstanding, (a) 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 meetings in each semester.

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 this 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, typewriter 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 A joint Union-Administration Committee shall be established to analyze and make recommendations to the Dean of each School or other designee of the Board of Trustees concerning office space and facility utilization.

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. 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 provide a suitable faculty lounge and kitchen for the exclusive use of the faculty and their guests. It shall be lockable with a key to be made available to all faculty members.

14.4 The Administration shall continue to provide parking privileges, unless rendered impossible by construction requirements, at an annual parking fee of \$25.00.

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

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

14.7 A security guard will be stationed at the entrance to

the Library from 6 p.m. to 9 p.m. and shall check identifications of all persons entering the Library.

In consultation and agreement with the Union, the Institute may substitute equally effective security measures.

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 Graduate School of 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 faculty 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 which shall include advice as to standards for eligibility, fitness and evaluation. 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 the Libraries, 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 All regular appointments shall be on an annual basis with annual compensation except that part-time faculty members who teach only one semester or trimester each academic year shall be appointed on a semester or trimester basis.

16.6 For non-tenured faculty members, no one shall be denied reappointment for professional incompetence unless he or she has been evaluated and two out of three successive semester or trimester evaluations are negative, except that for faculty members in initial appointments one semester or trimester evaluation may be sufficient.

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 must be notified not later than March 1, before the completion of the first full year of service, not later than December 1 of the second year of service. Non-tenured faculty members with two or more years of service shall be notified prior to the end of the spring semester or trimester that during the following academic year they shall be on terminal appointment. Such notice shall be given as early as possible.

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 1 for non-tenured part-time reappointments (subject to sufficiency of enrollment) in the succeeding Spring semester, and by April 15 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.

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 All data pertaining to the employment of the members of the faculty shall be placed in a central personnel file within the office of the administrative officer designated by the Administration. This data shall include the usual pre-employment materials such as college transcripts, letters of application, curriculum vitae, evaluation reports, correspondence and copies of materials reflecting professional development and achievements.

19.2 Each faculty member shall be informed when material is placed in his or her file and shall have the right to append or affix his or her comments to the file.

19.3 Upon reasonable notice, no longer than forty-eight hours, a faculty member (in the company of his or her Union representative if he or she so wishes) may inspect his or her file and secure copies of any materials therein. The file may also be open to duly authorized personnel who are charged with responsibility in the areas of evaluation, promotion, tenure and reappointment.

19.4 No other personnel file shall be maintained by the Institute covering the faculty.

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.

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:

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

(ii) in the Graduate Division of the School of Architecture - three-fourths of the above undergraduate workload.

(b) In the School of Art and Design:

(i) 15 contact hours of studio or 12 contact hours of lecture.

(ii) in the Graduate Division of the School of Art and Design - 9 contact hours, with four to eight thesis students equalling one class section or three contact hours.

(iii) Pratt/New York-Phoenix School of Design:
Taught by the Pratt/Phoenix faculty at the Pratt/Phoenix site.

15 contact hours of studio or 12 contact hours of lecture.

(c) In the School of Engineering:

(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 - three-fourths of the Undergraduate workload.

(d) In the Graduate School of Library and Information Science: 6 contact hours.

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

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

1. For all Freshman English courses (English 101, 103, 209, 210 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.

2. For Graduate courses - three-fourths of the Undergraduate workload (9).

(ii) For the Department of Physical Education - 15 contact hours. For coaching (including the presence at games): 2 contact hours shall equal 1 contact hour for the purpose of calculating the total number of contact hours.

(iii) For the Department of Nutrition and Dietetics - 12 contact hours of lecture or 15 contact hours of laboratory.

(iv) For the Department of Mathematics and Science:

1. 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.

2. For Graduate courses - three-fourths of the Undergraduate workload.

(v) For the Department of Computer Science and Data Systems Management:

1. 12 contact hours of lecture.
2. For Graduate courses - three-fourths of the Undergraduate workload (9).

(f) In all schools full-time and part-time faculty who teach courses numbered 500-599 (courses which are open to both undergraduate and graduate students) shall receive workload credit of seven-sixths ($7/6$) of the undergraduate contact hour workload, except for those full-time and part-time faculty who taught these courses during the period 1977-78, Summer 1978, 1978-79 and/or Summer 1979 who shall receive the same contact hour workload credit they received in that period (See Appendix I).

Full-time and part-time faculty listed on Appendix I who taught courses numbered 500-599 shall continue to teach these same specified courses.

Example of computation, where applicable, of workload credit for courses numbered 500-599:

Computer Science 555 meets 3 contact hours:

$7/6 \times 3$ contact hours = 3.5 contact hour workload credit.

(g) The Library:

(i) Work week - professional librarians shall have a thirty-five hour work week when classes are in session during the Fall and Spring semesters. 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. From the last day of classes of the Spring semester until the beginning of classes in the Fall semester and during the Spring and Winter recesses, between the Fall and Spring semesters or trimesters, and/or intersession, they shall work a thirty-hour week. The hours worked shall be Monday through Friday 9 a.m. to 4 p.m.

(ii) Vacation - Library faculty who are employed at the Institute for one year but less than five years shall have a vacation of twenty-two working days. For service at the Institute in excess of five years, they shall have an additional ten working days vacation.

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

(iv) 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. In addition, each member of the Library faculty may take three professional days at the Library faculty member's option at reasonable times between September 1 and August 31st.

(h) Administrator's Teaching Workload:

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

(ii) 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;

(iii) 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.

(i) 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 Engineering School faculty member teaches a 4-hour 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 lecture in the School of Engineering 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 with the mutual concurrence of both Chairpersons and faculty members. 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.

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 History and Principles, I-II (HA 115-116) and Nineteenth and Twentieth Century Art (HA 215-216) 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 hereinabove 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 Dean with the concurrence of the faculty member involved.

ARTICLE XXI

PART-TIME FACULTY

21.1 Existing part-time faculty:

(a) Part-time faculty who have served more than a total of ten semesters before September 1972.

(i) Adjunct faculty members in this category shall have been deemed professionally competent and shall have been given a Certificate of Continuous Employment and have adjunct titles.

(ii) Such faculty members shall have the opportunity to indicate whether or not they desire a full-time position at Pratt Institute. If they wish a full-time position, the Institute is obligated to offer such full-time positions within their field of competence if such openings exist. In such case, adjunct faculty will be given the full-time rank which they held as part-time faculty members. Pending availability of such positions, these individuals shall remain as part-time

faculty members. If they do not wish a full-time position, they shall continue as part-time faculty members.

(b) Part-time faculty members who have served a total of ten semesters or less before September 1972 and who have adjunct titles:

(i) Service prior to September 1972 will count toward the ten semester probationary period required for the Certificate of Continuous Employment.

(ii) Such faculty members shall be subject to the following evaluation procedure:

A. Each semester these individuals will be evaluated as to whether or not they meet the departmental standards of professional competence as teachers. If two out of three semester 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.

B. Subject to the provisions of Article XVI, upon the completion of ten semesters of employment and reappointment beginning with the Fall semester of 1972 or thereafter, faculty members in this category shall be given a Certificate of Continuous Employment and shall be subject to the provisions of Paragraph 21.1 (a) (ii).

21.2 Part-time adjunct faculty members hired after September, 1972.

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

(i) 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.

(ii) Subject to the provisions of Article XVI, if they wish a full-time position they are to be granted a Certificate of Continuous Employment and the Institute is obliged to seek to provide, but not to create, a full-time position for them. If such full-time position is not immediately available, they shall be continued as part-time adjunct faculty members until a full-time opening exists.

(b) Each semester adjunct faculty covered by this section will be evaluated as to whether or not they meet the departmental standards of professional competence as teachers. If two out of three semester 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.

21.3 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.

21.4 Workload and Assignment for Adjunct Titles.

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

(b) Seniority within areas of competence shall govern the assignment of courses.

(c) The maximum workload for adjunct faculty shall be three-quarters of the full-time workload within a School, except as follows:

(i) For Undergraduate Studio course offerings the maximum workload shall be 12 contact hours for adjunct faculty in the School of Art & Design.

(ii) For Undergraduate Laboratory course offerings the maximum workload shall be 12 contact hours for adjunct faculty in the School of Engineering, and in the Department of Mathematics and Science and in the Department of Nutrition and Dietetics.

21.5 Visiting Category.

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

(i) They shall teach no more than one half the full-time load, except where Undergraduate Studio or Laboratory full-time maximums are 15 contact hours; a one-half workload may be 8 contact hours.

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

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

ARTICLE XXII

SALARIES

22.1 Effective September 1, 1983, faculty members who were employed in the 1982-83 academic year shall receive an increase in salary for the 1983-84 academic year of five and one-quarter percent (5.25%) of their 1982-83 academic year salary and the sum of six hundred and twenty five dollars (\$625.00). Part-time faculty members who were employed in the 1982-83 academic year and are still employed in the 1983-84 academic year shall receive a prorata increase in their academic year salary based on the full-time increase as set forth above. Any faculty member who has received a promotion effective for the academic year 1983-84 shall receive as salary for the 1983-84 academic year the higher of either the minimum for his or her new rank or the salary received for the academic year 1982-83 plus the additions set forth above.

22.2 Effective September 1, 1984, faculty members who were employed in the 1983-84 academic year shall receive an increase in salary for the 1984-85 academic year of seven percent (7%) of the salary in effect for them in the 1983-84 academic year. Any faculty member who has received a promotion effective for the academic year 1984-85 shall receive as salary for the 1984-85 academic year the higher of either the minimum for his or her new rank or the salary received for the 1983-84 academic year plus the addition set forth above.

22.3 Effective September 1, 1985, the faculty members who were employed in the 1984-85 academic year shall receive an increase in salary for the 1985-86 academic year of six and one-half percent (6.5%) of the salary in effect for them in the 1984-85 academic year. Any

faculty member who has received a promotion effective for the academic year 1985-86 shall receive as salary for the 1985-86 academic year the higher of either the minimum for his or her new rank or the salary received for the 1984-85 academic year plus the addition set forth above.

22.4 The following minimum salary levels for full-time faculty shall prevail in the academic years as set forth below:

	<u>Academic Year 1983-84</u>	<u>Academic Year 1984-85</u>	<u>Academic Year 1985-86</u>
Instructor	\$14,250	\$15,250	\$16,250 per annum
Assistant Professor	\$16,250	\$17,250	\$18,250 per annum
Associate Professor	\$18,250	\$19,250	\$20,250 per annum
Professor	\$21,250	\$22,250	\$23,250 per annum

22.5 Minimum salary levels for part-time faculty shall be as computed below:

(a) Divide the full-time rank rate per annum by the total maximum contact hour workload for that particular school or department as appropriate;

(b) Divide the result by 2 to arrive at the contact hour per semester rate;

(c) For part-time, adjunct and visiting faculty, multiply the result of steps (a) and (b) by .75 to achieve final minimum per contact hour per semester rate. So, for example, in arriving at the above schedules, if 12 is the maximum per semester contact hour full-time workload, in the School of Liberal Arts and Sciences, and \$16,250 is the minimum full-time salary for an Assistant Professor in the School of Liberal Arts and Sciences, the minimum contact hour per semester rate for Adjunct or Visiting Assistant Professor is arrived at as follows:

$$\frac{\$16,250}{12 \times 2} \times .75 = \$507.81$$

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

22.7 Part-time Library faculty working weekends or during the week and full-time Library faculty working weekends on an overload basis will receive payment based upon the attached formulas (Appendix II).

22.8 Compensation for independent study students shall be at \$75 per student per contact hour (based on the contact hours that the course for which credit is given would normally meet).

ARTICLE XXIII

SUMMER SESSION

23.1 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.

23.2 (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 21.5 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 a quarter ($\frac{1}{4}$) of a full-time semester or trimester workload per Summer Session.

23.3 Salaries:

(a) Full-time faculty who teach for the Summer Session shall receive the same rate of compensation they received in the Summer Session 1972 or 1973 or his or her part-time rate, whichever is higher.

(b) The full-time faculty part-time rate is defined and computed as follows:

(i) The full-time faculty member's per annum salary divided by two (2x) times the total maximum per semester contact hour workload for that particular school or department as appropriate. 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 \$14,880 divided by 2 times the maximum contact hour workload ($2 \times 12 = 24$):

$$\frac{\$14,880}{24} = \$620. \quad 75\% \text{ of } \$620 = \$465.00$$

\$465 would be the per contact hour salary rate.

(c) Part-time faculty shall receive their present part-time rate or the rate they received during Summer School 1972 or 1973 whichever is higher.

23.4 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 cancelled 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.

23.5 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.

23.6 Upon the recommendation of the appropriate faculty member and Dean, any course which does not meet the criteria stipulated in 23.4 or 23.5 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 23.4 or 23.5 above.

ARTICLE XXIV

RATIO OF FULL-TIME FACULTY TO PART-TIME FACULTY

Pratt Institute agrees to maintain the ratio of full-time faculty to part-time faculty at no less than the ratio existing during the 1975-76 academic year. The ratio existing during the 1975-76 academic year is determined by

(a) the absolute numbers of full-time as compared to absolute numbers of part-time faculty existing at the time of the second pay check in each semester; or

(b) the amount of academic year salary paid to full-time faculty as compared to the amount of academic year salary paid to part-time faculty existing at the time of the second pay check in each semester; or

(c) the total number of contact hours taught by full-time faculty as compared to the total number of contact hours taught by part-time faculty existing at the time of the second pay check in each semester.

The data for the Fall semester shall be averaged with the data for the Spring semester to yield the ratio existing during the 1975-76 academic year.

In maintaining the ratio of full-time faculty to part-time faculty, Pratt Institute shall have the right in each subsequent academic year to utilize any one of the above formulas. However, in subsequent years, to maintain the ratio determined by Article 24 (a) in the base academic year 1975-1976, the Institute shall utilize only the formula of Article 24 (a); to maintain the ratio determined by Article 24 (b) in the base academic year 1975-1976, the Institute shall utilize only the formula of Article 24 (b); to maintain the ratio determined by Article 24 (c) in the base academic year 1975-1976, the Institute shall utilize only the formula of Article 24 (c). The sources and paycheck periods used to yield the data to determine the formulas in subsequent academic years must remain the same as those used to yield the data in the base academic year, 1975-1976.

For the purposes of formula (a) of this article only, full-time faculty, with reference to their overload only, shall be considered part-time faculty; and for purposes of formulas (b) and (c) of this article only, full-time faculty overload shall be computed as part-time salary and contact hours.

In calculating these ratios, academic chairpersons shall be included within their respective status, i.e. full-time or part-time.

Data from the Summer Session and Winterim shall not be used in calculating the ratio and the ratio shall not apply during those periods.

Pratt Institute may deviate from the formula utilized for a particular academic year only if said deviation shall result in a greater number or ratio of full-time faculty members as compared to part-time faculty members than the number or ratio arrived at by the proper utilization of the formula. Nothing in said formulas or in their application shall require the employment of additional part-time faculty.

ARTICLE XXV

FRINGE BENEFITS

25.1 The Institute shall provide to full-time faculty members who make application therefor the following fringe benefits:

(a) Health and Hospitalization

(i) The Institute shall continue its contract with the Teacher's Insurance and Annuity Association providing coverage for major medical expenses for faculty, their spouses and dependent children. The entire premium will continue to be paid by the Institute. This contract shall include provisions for a maximum benefit of one million dollars (\$1,000,000) and a cash deductible of one hundred dollars (\$100) in any one (1) year, and reimbursement for the first two thousand five hundred dollars (\$2,500) in excess of the deductible amount of 80%, and for the remainder, 100%.

The maximum benefit for retired faculty over age sixty-five (65) and their spouses over age sixty-five (65) shall be one hundred thousand dollars (\$100,000).

(ii) The Institute shall provide a Blue Cross/Blue Shield 120 days full hospital coverage and the Executive Indemnity Surgical plan group contract or HIP hospitalization and medical surgical group contract to the faculty member. The entire cost of individual and/or family coverage under such group contract shall be borne by the Institute.

(iii) The Institute shall provide a Blue Cross/Blue Shield or HIP group contract for all retired full-time faculty who continue to be employed by the Institute either as full-time or part-time faculty members. The entire cost of individual and/or family coverage shall be borne by the Institute.

(iv) Dental Plan
Effective December 1, 1981, the Institute shall provide the Public Employees Benefit Fund Dental Program with full family coverage. The entire cost shall be borne by the Institute.

(v) Optical Plan
Effective September 1, 1983, the Institute shall reimburse the faculty member only up to the sum of fifty dollars (\$50) over a two (2) 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.

(b) Life Insurance

The Institute shall retain the present plan: each member of the faculty is insured in the amount of one year's salary rounded to the next thousand dollar figure.

(c) Disability

The Institute shall continue to provide a total disability plan on a non-contributory basis. The plan becomes effective two years from the date of employment. There shall be no minimum age requirement.

25.2 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) Effective July 1, 1982, all participants in this retirement plan shall retire on the 30th day of June following the attainment of age 70 called the "Normal Retirement Age". Normal Retirement Age may be extended on a year to year basis upon request in writing made through the designated representative of the Administration to the Board of Trustees, and upon Board approval may be extended on a year to year basis for a total of five years.

(b) Enrollment in the retirement/pension plan is mandatory for all full-time faculty over age 30 with two years of service. Participation in the plan is optional for full-time faculty under age 30 with two years of service. The two year service period may be waived by the Board of Trustees. There shall be no waiting period for faculty members who have been previously enrolled in a TIAA/CREF plan.

(c) The Institute shall continue to contribute to the individual faculty member's TIAA/CREF account ^{up to age 70} in an amount equal to 10% of the faculty member's regular monthly compensation.

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

25.3 Early Retirement Incentive Plan

After the 30th day of June following the attainment of ages ⁶⁰ 62 through 69, a faculty member may elect early retirement.

Faculty who elect to retire early shall give written notice to his or her Dean at least one (1) academic year prior to the retirement. [During the 1983-84 academic year, upon written notification to the Provost before January 1, 1984, the required one (1) academic year prior notice shall be waived for any faculty wishing to retire as of June 30, 1984.]

[Years of service under the Early Retirement Incentive Plan will be determined as follows:

(a) Each year of full-time and/or each year of adjunct status with a Certificate of Continuous Employment service shall count as one (1) full year of service.

(b) Each year of part-time service for faculty members who served prior to September 1972 and who subsequently were granted a Certificate of Continuous Employment shall count as one-half ($\frac{1}{2}$) year of service.

The ^{highest} academic year salary ^{of the} for the last five (5) years of employment (excluding overloads, Winterim, Summer Sessions and any other compensation) ^{shall be} will be averaged out and defined as the ^{year} ~~base~~ ^{full-time and F/T of faculty, and adj. pay for w/ccc} salary for the faculty for the Early Retirement Incentive payment.

The Early Retirement Incentive payment shall be based upon the following:

AT AGE	<u>Y e a r s o f S e r v i c e</u>		
	<u>25 or more years</u>	<u>20 - 24 years</u>	<u>15 - 19 years</u>
62	100% of base salary	87½% of base salary	75% of base salary
63	87½%	75%	62½%
64	75%	62½%	50%
65	65%	52½%	40%
66	50%	37½%	25%
67	37½%	25%	15%
68	25%	12½%	10%
69	12½%	6½%	5%
70	0	0	0

The Institute shall pay one-half (½) of the Early Retirement Incentive payment on June 30th of the retirement year and, the remaining one-half (½) on January 30th of the following calendar year. This payment will not be subject to F.I.C.A. (Social Security Tax), nor does it count as earnings to be offset against Social Security income payments.

TIAA/CREF Pension contributions by the Institute shall cease upon early retirement except for Early Retirement Incentive payment *if that option is chosen.* Faculty must advise the Institute if any of the Early Retirement Incentive payment is to be made to TIAA/CREF. *if that option is chosen*

25.4 Tuition Remission and Tuition Plan

(a) Tuition Remission

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

(b) Tuition Plan

The Institute shall continue to provide tuition for children of faculty members enrolled in undergraduate curricula at accredited institutions of higher learning in an amount not exceeding its own tuition

costs or those of the institution chosen by the student whichever is the lesser amount.

(c) Included in the above plans are children of deceased members of the Faculty who died in active service in tenure status who had completed at least ten years in the Institute's employment prior to their death, and the children of retired and totally disabled members of the Faculty who were born prior to retirement or disability.

25.5 Fringe Benefits for Part-Time Faculty

The Institute shall provide to Adjunct Faculty members who have received the Certificate of Continuous Employment the following fringe benefits:

(a) Health and Hospitalization

(i) The Institute shall continue its contract with the Teacher's Insurance and Annuity Association providing coverage for major medical expenses for faculty, their spouses and dependent children. The entire premium will continue to be paid by the Institute. This contract shall include provisions for a maximum benefit of one million dollars (\$1,000,000) and a cash deductible of one hundred dollars (\$100) in any one (1) year, and reimbursement for the first two thousand five hundred dollars (\$2,500) in excess of the deductible amount of 80%, and for the remainder, 100%.

The maximum benefit for retired faculty over age 65 and their spouses over age 65 shall be one hundred thousand dollars (\$100,000).

(ii) The Institute shall provide a Blue Cross/Blue Shield 120 days full hospital coverage and the Executive Indemnity Surgical plan group contract or HIP hospitalization and medical surgical group contract to the

faculty member. The entire cost of individual and/or family coverage under such group contract shall be borne by the Institute.

(iii) The Institute shall provide a Blue Cross/Blue Shield or HIP group contract for all retired part-time Adjunct faculty with a Certificate of Continuous Employment who continue to be employed by the Institute. The entire cost of individual and/or family coverage shall be borne by the Institute.

(iv) Dental Plan

Effective December 1, 1981, the Institute shall provide the Public Employees Benefit Fund Dental Program with full family coverage. The entire cost shall be borne by the Institute.

(v) Optical Plan

Effective September 1, 1983, the Institute shall reimburse the faculty member only up to the sum of fifty dollars (\$50) over a two (2) 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.

(b) Life Insurance

The Institute shall retain its present Life Insurance plan for part-time faculty whereby each eligible member of the faculty shall be insured for ten thousand dollars (\$10,000).

(c) Disability

The Institute shall continue to provide a total disability plan on a non-contributory basis. There shall be no minimum age requirement.

(d) The TIAA/CREF Retirement Pension Plan as set forth in 25.2.

25.6 Early Retirement Incentive Plan as set forth in 25.3.

25.7 (a) The Institute shall provide a Blue Cross/Blue Shield or HIP group contract to part-time Adjunct faculty (without Certificate of Continuous Employment) who have completed four (4) semesters or more employment. The full cost of individual or family coverage shall be borne by such insured part-time Adjunct faculty.

5/11/10
(b) For part-time Adjunct faculty (without Certificate of Continuous Employment) who have completed four ¹⁰~~(4)~~ semesters or more employment, the Institute shall provide with the Teacher's Insurance and Annuity Association coverage for major medical expenses for faculty, their spouses and dependent children. The full cost of individual or family coverage shall be borne by such insured part-time Adjunct faculty.

add 10 similar faculty
25.8 Tuition Benefits for Part-Time Faculty

The Tuition Remission program and the Tuition Plan set forth in Paragraphs 25.4 (a) and 25.4 (b) above shall be available on a pro-rata basis to the spouses and children of the part-time Adjunct Faculty who have completed ten or more semesters of employment. 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.

25.9 Faculty-Staff Housing

(a) One family housing maintained by the Institute for the faculty and the professional or academic administrative staff will be offered preferentially to the faculty and the professional administrative staff (Deans and Directors) or academic administrative staff (Deans and Directors) on a first come, first served basis from an open waiting list which shall be a matter of public record. This clause shall not be construed to prejudice the rights of any present occupant. The need for

security and maintenance of the Institute may continue as an exception to the foregoing.

(b) All other housing maintained by the Institute shall be rented to the faculty and all other Institute employees on a first come, first served basis from an open waiting list which shall be a matter of public record. This clause shall not be construed to prejudice the rights of any present occupant. The need for security and maintenance of the Institute may continue as an exception to the foregoing.