

## MEMORANDUM OF UNDERSTANDING

Pratt Institute and the United Federation of College Teachers, Local 1460 hereby agree to extend the existing collective bargaining agreement in full force and effect until and including August 31, 2027 with the changes set forth below.

### 1. General Wage Increases

Full-time faculty members employed during the applicable academic year shall receive the following increases in salary:

Effective September 1, 2022 - 4%  
Effective September 1, 2023 - 4%  
Effective September 1, 2024 - 4%  
Effective September 1, 2025 - 4%  
Effective September 1, 2026 - 4%

Part time faculty members (CCEs, Adjuncts and Visitor Faculty) employed during the applicable academic year shall receive the following increases in their contact hour rate:

Effective September 1, 2022 - 4%  
Effective September 1, 2023 - 4%  
Effective September 1, 2024 - 4%  
Effective September 1, 2025 - 4%  
Effective September 1, 2026 - 4%

### 2. Equalization Funds

During the term of the collective bargaining agreement, through August 31, 2027, Pratt shall make available a total of one million dollars (\$1,000,000.00) in equalization funds to be distributed to (i) address identified salary inequities among faculty (full-time and part-time); and (ii) raise certain existing salary minimums that have the effect of creating or continuing inequities. These Funds shall be distributed in accordance with a mutually agreeable schedule designed to accomplish the purposes of this provision. In the event of any unresolved dispute regarding the allocation of Funds, the parties will engage the services of Martin F. Scheinman to mediate and, if mediation is unsuccessful, arbitrate the dispute with the understanding that the mediator/arbitrator shall have no authority to increase the amount of the Funds specified in this provision.

### 3. Retirement/Pension

Amend the contribution rates in 27.1(b) to provide as follows.

- 2022-2023-7%
- 2023-2024-6%
- 2024-2025-6%
- 2025-2026-6%
- 2026-2027-6%

4. ARTICLE XVI - APPOINTMENTS, RE-APPOINTMENTS, PROMOTION AND TENURE

- Revise Section 16.2 as follows:

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, or Dean or other academic administrator as applicable, for School-wide, Interdisciplinary Areas or Library Committees, 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~~ Peer Review 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.

**However, the Committees will give preference to faculty members holding the rank of Professor or Associate Professor (whether full- or part-time), and part-time faculty holding the status of Adjunct (with or without CCE) to serve on Departmental Peer Review Committees.**

- ADD New paragraph for letters of recommendation between 16.2 and 16.3:

*In all cases of application for full- or part-time tenure, all Departmental, School, or Area Peer Review Committees are expected to consider letters of recommendation solicited from external reviewers relevant to the faculty applicant's field(s) of expertise. No fewer than three (3) such letters shall be attached to the applicant's dossier before the Departmental Peer Review Committee begins its review. Among these letters of recommendation, at least one and no more than two will be from external reviewers proposed by the faculty applicant. The letters shall be solicited and gathered by the Dean of the respective School, in consultation with the Department Chair and the Peer Review Committee regarding suitable potential reviewers.*

- Revise current Section 16.3 as follows:

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 applicable Chairperson, Dean or other academic administrator, ~~and/or Area Head~~ *and may be shared by the PRC Chair with the individual faculty member involved.* The Chairperson, Dean or other academic administrator shall add ~~his or her~~ *their* comments *and shall share their evaluation along with the PRC recommendation (if it has not been shared by the PRC Chair) with* ~~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~~ *their* comments, in response. These recommendations will then be forwarded to the Dean of the School or applicable academic administrator ~~of the Library,~~ who shall add ~~his or her~~ *their* comments *and shall share their evaluation and comments with,* ~~with copies to the individual faculty member involved who shall have the opportunity~~ to append or affix ~~his or her~~ *their* comments in response. 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 *which shall be shared* ~~with copies to the individual faculty member involved who shall have the opportunity to append or affix~~ ~~his or her~~ *their* comments, in response. 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.

- Revise Section 16.12 to add school Dean to department Chairperson covered by this section.

## 5. ARTICLE XX – WORKLOAD

Add new Section in Article 20 to clarify that All full-time faculty and all part-time Adjunct faculty are expected to perform a level of service in proportion to their rank and status.

## 6. ARTICLE XXIII – PART-TIME FACULTY

- Delete Section 23.1 (a).
- Revise Section 23.1 (b) to clarify that evaluation is “by the appropriate Chairperson or other supervisor.”

- Revise Section 23.4 (c) by adding the following:

It shall not be considered a violation of this paragraph if contact hours associated with a course that is co-taught by an Adjunct faculty member would cause the faculty member to exceed the maximum workload.

- Section 23.5:
  - Clarify that part-time faculty will ordinarily be considered Visiting faculty upon hire.
  - Revise Section 23.5 (a) as follows:

The maximum workload for visiting faculty members shall not exceed 6.0 converted contact hours per Fall and Spring semester. However it will not constitute a violation of this section if visiting workload assignments are 1.5 converted contact hours above the maximum of 6.0 in a given Fall or Spring semester *or if a Visiting faculty member exceeds the maximum workload as a result of teaching no more than two (2) courses in a given semester. It shall not be considered a violation of this paragraph if contact hours associated with a course that is co-taught by a Visiting faculty member would cause the faculty member to exceed the maximum workload.*

7. Revise Section 24.10 to add “*to recognize significant professional accomplishment, upon their receiving tenure, and/or upon their achieving promotion from Associate Professor to Professor*” to first sentence.
8. Revise Section 24.7 to provide for appropriate hourly rate for Library faculty working excess hours, to be increased in accordance with the annual salary % increases in the CBA.
9. Revise Section 26.1 (b) (2) to reflect 25% contribution toward the cost of individual coverage under the Adjunct Medical Plan, effective January 1, 2024.

## 10. ARTICLE XXVIII – LEAVES

- Revise Section 28.1 to add: “*Visiting faculty shall only be eligible for FMLA, medical, or disability leaves, or other leaves required by law.*”
- Revise subsection 28.2(a) to add: “*However, a faculty member may apply for sabbatical simultaneous with an application for tenure, and award of a sabbatical is contingent on granting of tenure but is not guaranteed.*”

- Revise Section 28.3 to comply with state and local laws requiring sick leave for employees, including pro-rated sick leave for PT faculty.
- Add new Section 28.4 providing Faculty Parental Leave and Bonding per policy presented to the Union on October 6, 2022.

## 11. ARTICLE XXIX – TENURE

- Revise Section 29.4 by adding the following clause, for the term of the 2022-2027 CBA, through August 31, 2027, subject to extension by mutual agreement only:

*The Institute may waive the requirement for two (2) years of service in extraordinary circumstances for the purposes of hiring or retaining an individual of exceptional ability for a faculty or administration position, and conduct an expedited tenure review, notwithstanding the provisions of Article XVI or XXIX of the CBA. The expedited tenure review will take place on a schedule established by the Provost or their designee designed to facilitate the purposes of this subparagraph and shall include at a minimum a mechanism for peer review as well as review by the respective Chairperson, Dean and Provost.*

- Replace current Section 29.12 with the following:

### Review of Tenured Faculty – Ad Hoc Committee

*(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 their performance shall be effectuated.*

*(b) The Provost may determine the most appropriate means of conducting such evaluation and may select from any of the following methods:*

- i) appointment of an Ad Hoc Committee comprised of a representative group of peer faculty and academic leadership;*
- ii) appointment of a single designee; or*
- iii) conduct the evaluation as Provost.*

*(c) The evaluation of the faculty member’s performance shall be comprehensive and include, as appropriate to the particular case, a review of all pedagogical materials, which may include syllabi, course materials, class observation, course evaluations, review of any relevant documentation and electronic recordings, interview of faculty, students and other relevant witnesses, comparison to professional standards, and consideration of any other relevant information.*

*(d) Nothing in this Section shall preclude the Institute from pursuing discipline of a faculty member pursuant to Section 29.13 when there is sufficient justification without an evaluation of their performance.*

- Revise Section 29.13 and 30.5 to include “*and (iii) misconduct*” as example of adequate cause for discipline.

## 12. Miscellaneous

- Union Administrative Time: the parties will meet and discuss application of 12.4 to full-time faculty librarians in a manner that is equitable to part-time or full-time faculty.
- Delete Article XXI (Half Time Teaching Option) as there are no remaining faculty in this position.
- Delete Second Sentence of Section 15.2 as no longer relevant.
- 15.2 Replace “department of graduate library and information science” with School of Information.
- Article 20.7- update for current class titles.
- Library:
  - Substitute “faculty” for “professional” when referring to librarians in 15.3, and 20.2(e).
  - Change “academic facility” to “academic unit” in Section 15.3.
  - Correct Section 16.3 to refer to “Director of the Libraries”.
  - Delete section re: Vacation for librarians hired prior to Sept 1, 2001 (none employed now).
  - Change “Library” to “Libraries” in Sections 15.3 and 20.2(e).

This Agreement shall become effective only upon its approval by the Board of Trustees of the Institute and upon its ratification by the Union.

### **United Federation of College Teachers, Local 1460**

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Kye Carbone

### **Pratt Institute**

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Donna Heiland, Provost

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Cathy Kenny, VP of Finance & Administration

Dated: \_\_\_\_\_