

AGREEMENT

BETWEEN

THE ADMINISTRATION OF  
PRATT INSTITUTE

AND

THE UNITED FEDERATION OF  
COLLEGE TEACHERS  
AFL-CIO

September 1, 1997 - August 31, 2000

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AGREEMENT effective the first day of September, 1997, 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 295 Lafayette 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 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.

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

### 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 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 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 In the event an administrator fails to communicate his or her decision to a grievant and/or the Union within the time limit provided in Article 7.8, said failure shall be deemed a denial of the claim and the grievant or 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 grievant and/or 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. Notwithstanding the foregoing, (a) if a grievance is filed by an employee or employees and the Union is unaware of it, (b) if an administrator fails to communicate his or her decision within the time limit provided in Article 7.8, and (c) if the employee or employees do not appeal the decision within the time limit provided in Article 7.8, the Union shall have the right to appeal the decision provided it does so within five non-holiday work days of the date on which it either became aware or should have become aware of the decision. 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 therefore 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 limit 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 therefore 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 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.

## 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, 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; 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 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 ninety-nine dollars (\$99.00). The annual fee covers parking for three semesters: Fall, Spring and Summer. The unused semester portions of the parking fee shall be refunded.

14.5 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 officer will be stationed at the entrance to the Library to check identifications of all persons entering the Library during the following hours: Monday - Thursday, 5:00 p.m. to closing. 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 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 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 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 must be notified not later than March 31<sup>st</sup> before the completion of the first full year of service, not later than December 1<sup>st</sup> 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<sup>st</sup> for non-tenured part-time reappointments (subject to sufficiency of enrollment) in the succeeding Spring semester, and by April 15<sup>th</sup> 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 15<sup>th</sup> 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 central 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 (48) hours, a faculty member (in the company of his or her Union representative if he or she so wishes) may inspect his or her central file and secure copies of any materials therein. The central 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 An informal faculty file may be kept by Deans and Chairpersons. This file may not be used for any faculty personnel actions. This file may contain the following materials: curriculum vitae; creative work such as research, art or literature, and other academically or professionally related activities consistent with the goals of the Institute; requests from outside sources for faculty to participate in related activities; copies of faculty proposals for new courses or other curricular changes; faculty requests for materials or equipment or change in teaching loads; faculty communications to Deans and Chairpersons; and faculty teaching programs.

19.5 Only materials contained in the central personnel file may be used as the basis for any personnel actions.

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 -14 contact hours of studio or 11 contact hours of lecture.

(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 -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 Professional Studies

Pratt Associate of Occupational Studies Program taught by the Pratt/AOS faculty at the Pratt Manhattan Center site -- 15 contact hours of studio or 12 contact hours of lecture.

(d) 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 -- 11 contact hours of lecture.

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

(e) 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.

(f) 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 intercession, they shall work a thirty-hour week. The hours worked shall be Monday through Friday, 9 a.m. to 4 p.m. 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., during the Fall and Spring semesters; and Monday through Thursday, 2 p.m. to 9 p.m., and Friday, 9 a.m. to 4 p.m., during Summer sessions 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) 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. Notwithstanding the foregoing, effective July 17, 1998, a librarian shall not 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.

Any librarian who has accrued more than thirty-five days (35) of vacation as of July 17, 1998, will have until August 31, 1999, to use that excess. Arrangements for scheduling the excess vacation are to be worked out with the Dean of the Library and Human Resources. In the event that a librarian is unable to utilize all excess vacation by August 31, 1999, in spite of having demonstrated to the satisfaction of the Dean of the Library a good faith attempt to do so, his/her deadline will be extended to October 31, 1999.

(iii) 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.

(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 31<sup>st</sup>.

(v) A committee shall be established to study the paid time off that librarians receive. The committee will be comprised of two members appointed by the Administration and two members appointed by the Union. Recommendations of the committee (or any part thereof) that are adopted in writing and signed by authorized representatives of the Union and the Administration shall result in amendment of the collective bargaining agreement.

(g) 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.

(h) 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.

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 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 Dean with the concurrence of the faculty member involved.

#### ARTICLE XXI HALF-TIME TEACHING OPTION

21.1 Any full-time tenured faculty member or librarian (who has not retired or announced his or her intention to retire) has the option of teaching no more than ½ (one half) the normal full-time teaching load with the following conditions.

(a) Election of the option is solely at the discretion of the faculty member.

(b) A faculty member will be permitted to elect the option if the total number of participants is less than twenty-two (22). 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 under the cap, applicants with the most seniority as full-time Pratt employees will have priority.

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

(d) The fringe benefit provisions applicable to full-time faculty in Articles 26 and 27, 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 26. Further, for purposes of determining the faculty member's contribution for health and hospitalization pursuant to Articles 26.1 and 26.2, 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.

(e) The leave provisions applicable to full-time faculty in Article 28 will continue to apply, adjusted to the salary that the faculty member will be receiving.

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

(g) The faculty member will be permitted to commence annuity payments from TIAA-CREF provided that he or she is fifty-nine and one-half years of age or older.

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

21.2 A faculty member who wishes to elect the above option of teaching no more than ½ (one-half) the normal full-time teaching load, must inform the Provost in writing at least six weeks before the beginning of classes.

21.3 A faculty member who has elected the option of teaching no more than ½ (one-half) the normal full-time teaching load may not return to teaching a full-time load.

21.4 The application of this Section shall have no effect on the application of Article 25 ("Ratio of Full-Time to Part-Time Faculty") (i.e., Article 25 shall be applied as though no faculty elected the half-time option). Thus, the faculty member will be calculated as teaching full-time for purposes of Article 25 and the salary that he or she would have received had he or she not elected this option will be used for purposes of Article 25. Contact hours of the courses that the faculty member would have taught had he or she retained a full-time teaching load, and which are being taught by part-time faculty, will not be considered in applying Article 25 (including paragraphs a, b, and c).

## ARTICLE XXII PART-TIME FACULTY

22.1 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 (CCE) and have adjunct titles.

(ii) 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. If the CCE is awarded the full-time position, he/she will be given the full-time rank which the member held as a part-time faculty member.

(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 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.

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 Article 22.1(a)(ii).

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

(a) Prior to the completion of ten (10) 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 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 will 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.

22.3 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.

#### 22.4 Workload<sup>1</sup> and Assignment for Adjunct Titles

(a) The maximum workload for adjunct faculty members shall not exceed three-quarters (¾) 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 (¾) 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 (¾) 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 hours<sup>1</sup> -- exceeds the three quarters (¾) limit by more than one (1) contact hour.

#### 22.5 Visiting Category

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

(a) They shall teach no more than one half (½) 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 hours<sup>1</sup> -- exceeds the one-half (½) limit in either a semester or over the course of a year by more than one and a half (1½) 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.

(d) A committee will be established to review the issues related to visiting faculty at Pratt Institute. Subjects to be examined may include, but not be limited to, the following: the purpose and role of visiting faculty at Pratt, how they are selected, how they are utilized, their terms and conditions of employment, and the consequences of the existing workload limitation.

The committee will be comprised of two members appointed by the Administration and two members appointed by the Union. Recommendations of the committee (or any part thereof) that are adopted in writing and signed by authorized representatives of the Union and the Administration shall result in amendment of the collective bargaining agreement.

#### <sup>1</sup>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 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.

ARTICLE XXIII  
SALARIES

23.1 Effective September 1, 1997, faculty members who were employed in the 1996-97 academic year and are on the Institute's payroll during the 1998-99 academic year shall receive an increase in salary for the 1997-98 academic year of three percent (3%) of the salary in effect for them in the 1996-97 academic year. Any such faculty member who has received a promotion effective for the academic year 1997-98 shall receive as salary for the 1997-98 academic year the higher of either the minimum for his/her new rank or the salary received for the academic year 1996-97 plus the addition set forth above.

23.2 Effective September 1, 1998, faculty members who were employed in the 1997-98 academic year shall receive an increase in salary for the 1998-99 academic year of three percent (3%) of the salary in effect for them in the 1997-98 academic year. Any faculty member who has received a promotion effective for the academic year 1998-99 shall receive as salary for the 1998-99 academic year the higher of either the minimum for his/her new rank or the salary received for the academic year 1997-98 plus the addition set forth above.

23.3 Effective September 1, 1999, faculty members who were employed in the 1998-99 academic year shall receive an increase in salary for the 1999-2000 academic year of three and one-half percent (3.5%) of the salary in effect for them in the 1998-99 academic year. Any faculty member who has received a promotion effective for the academic year 1999-2000 shall receive as salary for the 1999-2000 academic year the higher of either the minimum for his/her new rank or the salary received for the academic year 1998-1999 plus the addition set forth above.

23.4 The following minimum salary levels for full-time faculty shall prevail during the term of this agreement:

Instructor	\$24,000
Assistant Professor	\$26,000
Associate Professor	\$28,000
Professor	\$31,000

23.5 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 \$26,000 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:

$$\frac{\$26,000}{12 \times 2} \times .75 = \$812.50$$

23.6 All full-time faculty who have additional part-time employment shall be compensated at the part-time rate, carrying with him or her, his or her 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.

23.7 Full and part-time Library faculty working on weekends shall be compensated at the following hourly rates for such service:

Professor	\$40.00
Associate Professor	\$37.50
Assistant Professor	\$35.00
Instructor	\$32.50

23.8 Compensation for independent study students shall be at \$75 per student per contact hour (based on the contact hours that are normally associated with the course for which credit is being given).

ARTICLE XXIV  
SUMMER SESSION

24.1 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.

24.2 (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 22.5 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-quarter (¼) of a full-time semester or trimester workload per summer session, except that visiting faculty in the School of Information and Library Sciences may teach a three (3) contact hour course in each summer session.

24.3 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:

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. 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 \$28,800 divided by 2 times the maximum contact hour workload (2 x 12 = 24):

$$\frac{\$28,800}{24} = \$1200.00$$

24

$$75\% \text{ of } \$1200.00 = \$900.00$$

\$900.00 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..

24.4 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.

24.5 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.

24.6 Upon the recommendation of the appropriate faculty member and Dean, any course which does not meet the criteria stipulated in Articles 24.4 or 24.5, 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 24.4 or 24.5 above.

ARTICLE XXV  
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 1993-94 academic year. The ratio existing during the 1993-94 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 1993-94 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 25(a) in the base academic year 1993-94, the Institute shall utilize only the formula of Article 25(a); to maintain the ratio determined by Article 25(b) in the base academic year 1993-94, the Institute shall utilize only the formula of Article 25(b); to maintain the ratio determined by Article 25(c) in the base academic year 1993-94, the Institute shall utilize only the formula of Article 25(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, 1993-94.

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.

For purposes of formula (a), (b), (c) of this article only, Article 21.4 shall be applied.

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 XXVI HEALTH BENEFITS

### 26.1 Eligibility and Contributions

#### (a) Full-Time Faculty

##### (i) Incumbent Full-Time Faculty

For purposes of Article 26 incumbent full time faculty are individuals appointed to the full time faculty effective August 31, 1998 or before.

Incumbent full-time faculty members including faculty who have or will elect the half time option pursuant to Article 21, will be offered the choice between coverage under the AETNA US Healthcare plans provided to Pratt Institute administrators (hereafter referred to as "US Healthcare"), or continuing the faculty member's existing coverage pursuant to Article 26.3 (hereafter referred to as the "faculty member's existing coverage"). Those faculty members covered by US Healthcare will be required to make contributions in accordance with 26.2(a). Those faculty members who elect to continue the existing coverage will be required to make contributions in accordance with Article 26.2(b).

Incumbent full-time faculty members will be permitted to enroll in US Healthcare during October 1998 with the change in coverage to become effective November 1, 1998. Incumbent full-time faculty will be

permitted to change their enrollment again effective January 1, 2000, as follows:

- (1) Those incumbents with TPA may continue that coverage or change to US Healthcare.
- (2) Those incumbents with HIP may continue that coverage or change to either US Healthcare or TPA.
- (3) Those incumbents with US Healthcare may continue that coverage or return to the coverage the incumbent had (i.e., TPA or HIP) as of August 31, 1998.

(ii) New Full-Time Faculty

Except as provided below, any individual who is appointed to the full-time faculty effective September 1, 1998, or thereafter, will be offered only the US Healthcare plans provided to Pratt Institute administrators. The faculty member will be required to make contributions in accordance with Article 26.2(a). The sole exception to the foregoing is that any person who holds a CCE as of July 17, 1998, who is subsequently appointed to the full-time faculty, may elect to retain the existing coverage that he/she had at the time of the appointment, pursuant to Article 26.3. That individual's contribution, depending on which coverage is being provided, will be the same as that for incumbent full-time faculty as set forth in Article 26.1(a)(i), above.

(b) Part-Time Faculty

(i) Incumbent CCE's

For purposes of Article 26 an incumbent CCE is any individual who was awarded a CCE effective August 31, 1998 or before.

Incumbent CCE's will be offered the choice between the US Healthcare plans provided to Pratt Institute administrators or continuing the faculty member's existing coverage pursuant to Article 26.3. Whichever the CCE chooses, he/she will be required to contribute twenty-five percent (25%) of the cost of the coverage.

Incumbent CCE's will be permitted to enroll in US Healthcare during October 1998 with the change in coverage to become effective November 1, 1998. Incumbent CCE's will be permitted to change their enrollment again effective January 1, 2000, as follows:

- (1) Those incumbents with TPA may continue that coverage or change to US Healthcare.
- (2) Those incumbents with HIP may continue that coverage or change to either US Healthcare or TPA.
- (3) Those incumbents with US Healthcare may continue that coverage or return to the coverage the incumbent had (i.e., TPA or HIP) as of August 31, 1998.

(ii) New CCE's

Any individual who is awarded a CCE effective September 1, 1998, or thereafter will be offered only the US Healthcare plans provided to Pratt Institute administrators. The faculty member will be required to contribute 25% of the cost of the coverage.

(iii) Other Adjunct Faculty

Adjunct faculty without a CCE who have completed at least four (4) semesters of employment, will be provided with coverage under the US Healthcare plans provided to Pratt Institute administrators. Coverage shall be available for the adjunct faculty member, his/her spouse, and dependent children. The full cost of individual or family coverage shall be borne by such insured adjunct faculty.

(c) Retirees

(i) Retirees who are presently provided health and/or hospitalization benefits by the Institute will be offered the choice between continuing the retiree's existing coverage, or coverage under the US Healthcare plans being provided to Pratt Institute administrator retirees. The retiree's choice will be effective November 1, 1998.

Future retirees who are participating in TPA or HIP at the time of retirement will be offered the choice between continuing that coverage or electing coverage under the US Healthcare plans being provided to Pratt Institute administrator retirees. Future retirees who are participating in US Healthcare at the time of retirement will be offered the US Healthcare plans being provided to Pratt Institute administrator retirees.

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

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

(d) Retirees Employed by the Institute

The Institute shall provide Blue Cross 365 days full hospital coverage for all retired full-time faculty who continue to be employed by the Institute as either full-time or part-time faculty members.

26.2 Contribution Schedules For Full-Time Faculty

(a) US Healthcare

Those full-time faculty members covered by US Healthcare will be required to make contributions as follows:

<u>Annual Pay</u>	<u>Annual Contribution</u>	
Less than \$25,000	Individual	\$180
	Family	\$360
\$25,000 to \$40,000	Individual	\$300
	Family	\$600
More than \$40,000	Individual	\$420
	Family	\$840

(b) Existing Coverage

Those full-time faculty members who elect TPA or HIP will be required to make contributions as follows:

<u>Annual Pay</u>	<u>Annual Contribution</u>	
Less than \$25,000	Individual	\$360
	Family	\$720
\$25,000 to \$40,000	Individual	\$600
	Family	\$1,200
More than \$40,000	Individual	\$900
	Family	\$1,800

26.3 Existing Coverage

When the term, "faculty member's existing coverage" is used in Article 26, it refers to the applicable provision below.

(a) The TPA

(i) Major Medical

The Institute shall provide coverage for major medical expenses administered by the TPA 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 95<sup>th</sup> percentile of HIAA. This contract shall also provide for a maximum annual payment of seven hundred fifty dollars (\$750) per individual for out patient treatment by a licensed psychiatrist, psychologist and/or qualified social worker. The major medical coverage includes the Alta Rx 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.

The maximum 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).

(ii) Hospitalization

The Institute shall provide a Blue Cross 365 days full hospital coverage group contract to the faculty member.

(iii) Optical Plan

The Institute shall reimburse the faculty member only 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.

2. HIP

(i) Prior to September 1, 1998, the Institute offered a HIP full medical plan as an alternative to Major Medical and Blue Cross. The plan included the H3F Rider. (Faculty electing HIP also were covered by the Optical Plan described in Article 26.3(a)(iii) above.) HIP was also available as an option for retirees.

(ii) Effective September 1, 1998, HIP will no longer be available as an option for faculty members or retirees. The only exception to the foregoing is that any faculty member or retiree who was electing HIP as of July 17, 1998, may continue to do so as long as the Institute is offering HIP to other employees. When the Institute ceases offering such 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.

ARTICLE XXVII  
OTHER FRINGE BENEFITS

27.1 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).

(b) The Institute's total contribution to the individual faculty member's TIAA/CREF account, with respect to the 1997-98 academic year (*i.e.*, September 1, 1997 to August 31, 1998), will be an amount equal to 7% of the faculty member's regular annual salary. The Institute's total contribution with respect to the 1998-99 academic year will be 5% of the faculty member's regular annual salary. The Institute's total contribution with respect to the 1999-2000 academic year will be 7% of the faculty member's regular annual salary.

(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.

27.2 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 ten thousand dollars (\$10,000). 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.

### 27.3 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 ½) 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.

### 27.4 Tuition Remission and Tuition Exchange Plan

#### (a) Full-Time Faculty

##### (i) Tuition Remission

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

##### (ii) 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 27.4(a)(i), 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. 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.

### 27.5 Faculty-Staff Housing

(a) One family housing maintained by the Institute will be offered preferentially to full-time faculty, CCE's, Deans, Chairs and Directors on a first come, first served basis, to be utilized as a primary residence, 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) In the event that vacant housing exists for two months, and none of the above name personnel appear on the open waiting list, the administration may rent such housing to any Institute employee.

(c) 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.

## ARTICLE XXVIII LEAVES

### 28.1 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 15<sup>th</sup> for the ensuing Spring semester and by February 15<sup>th</sup> for the ensuing Fall semester.

#### 28.2 Sabbatical Leaves

(a) Sabbatical leave eligibility shall require at least six years (6) of continuous service at the Institute.

(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 on an Institute-wide basis 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. Institute-wide is defined to mean all eligible members of the Institute community including non-bargaining unit faculty.

(d) The Institute shall grant on an Institute-wide basis at least two (2) sabbatical leaves at full pay for one semester or one-half pay for two continuous semesters in each year for adjunct faculty who have at least twelve (12) semesters of continuous service at the Institute.

Compensation for adjunct faculty sabbatical leaves shall be at full pay for one semester and one-half pay for a full year and shall be based on the average of the adjunct faculty member's workload of the previous academic year. Upon return, the adjunct faculty member shall be reinstated at previous assignment and 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.

#### 28.3 Medical Leave

(a) Full-time faculty members shall be entitled to medical leave at full pay for one calendar month in each academic year for the first two years of employment. Should any medical condition or injury extend beyond such accumulated leave, the matter will be brought to the attention of the Administration and the Union representative who will consider extension of such leave at full pay on an individual basis.

(b) Full-time faculty members after two years of employment shall be entitled to medical leave at full pay. If after one month medical prognosis indicates a permanent inability to return to full service, such an individual shall be covered by disability under Article 27.3 following six months at full pay.

(c) Part-time faculty members shall be entitled to three-quarters of a month's medical leave at their regular rates for each academic year of employment until such individuals achieve a Certificate of Continuous Employment. At that time, the provisions of the second sentence of Article 28.3(b) above, shall apply.

### ARTICLE XXIX TENURE

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

29.2 "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.

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

29.4 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.

29.5 Subject to the provisions of Article 16, part-time faculty who hold adjunct titles and who have served a total of ten semesters 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.

29.6 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.

29.7 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.

29.8 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 may be promoted, or whose rank may be changed, shall have tenure in his or her new rank.

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

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

29.11 (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 President and shall consist of a representative of the President, two Deans and four tenured faculty members.

29.12 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. The fees and expenses of the American Arbitration Association and the Arbitrator shall be borne by the Institute.

29.13 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 29.13(e).

(b) During the period of this Agreement, in the event of serious problems of enrollment in any academic areas, tenured faculty may be 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 30 and Article 29.13(b) and (c) because of the severity and extent of the Institute's financial exigency as defined in Article 29.13(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 29.13 shall be subject to the grievance procedure.

### ARTICLE XXX LAY-OFFS AND TERMINATION OF NON-TENURED FACULTY

30.1 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.

30.2 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.

30.3 (a) Notice of lay-off of full-time faculty shall be no later than March 1<sup>st</sup> prior to the completion of the first year of service and December 1<sup>st</sup> 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 15<sup>th</sup> with respect to an appointment in the succeeding Fall semester.

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

30.5 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 XXXI NO STRIKES - NO LOCKOUTS

31.1 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.

31.2 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 XXXII  
TERM OF AGREEMENT

32.1 From the effective date hereof to and including August 31, 2000, 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.

32.2 No later than six months prior to August 31, 2000, 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 *Ehud B. Reichman*  
Dated 7/19/99

By *Gerson H. Sparer*  
Dated 7/19/99



By *[Signature]*  
Dated 7/19/99

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.

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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 consultation with the Library faculty to ensure adequate service by arranging for one or more librarians to remain in the building.

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LETTER OF UNDERSTANDING

This is to confirm our understanding re: Article 14.3 that the occupants of the office adjoining the faculty lounge kitchen may use that kitchen for kitchen purposes.

