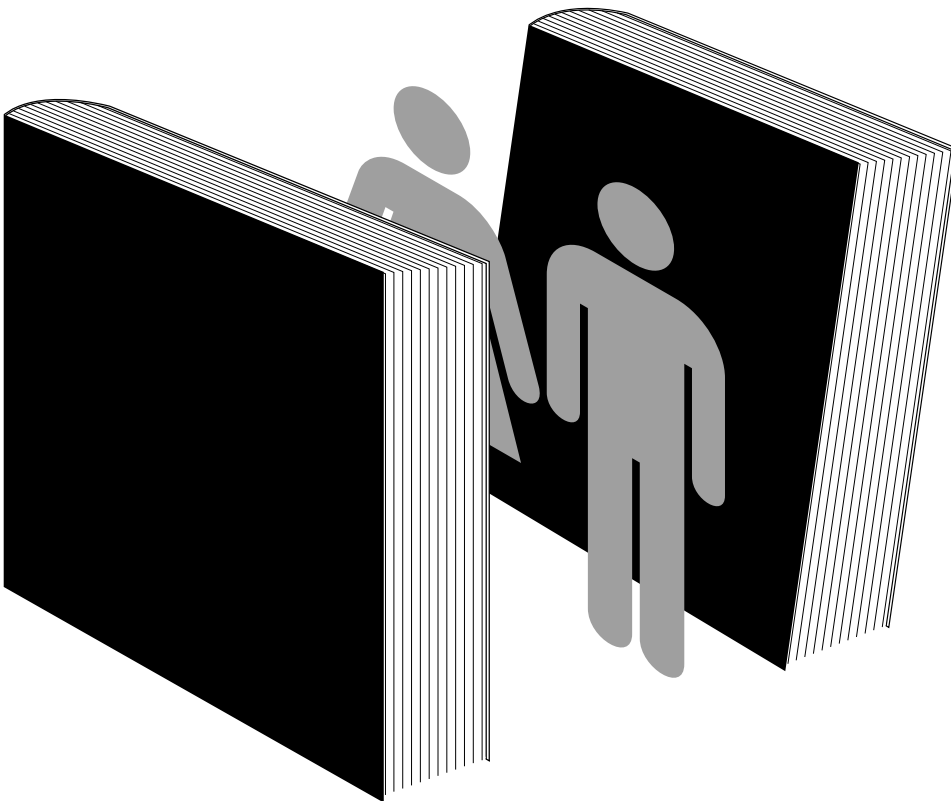


## Breaking Down the Fourth Wall: Recognizing Faculty Achievements in the Pratt Studio and Classroom



### By Anonymous

I have walked back to the G train countless times after class, feeling great, that I am becoming a better teacher, that my grasp of the material I am teaching and my ability to communicate with my students grows every year. I know it, the students know it, but I wonder if and how the people in whose hands my professional fate, and my salary, rests the administration know it. Will their only insight into the goings on in my classroom be a handful of hastily filled-out, quantitatively oriented student evaluations, and perhaps, if I am lucky enough to have been observed, an observation written by another faculty member in my department? How will our administration ever know how good most of us are at what we do, how our performance has and continues to improve? How can professors' performance

and salaries be fairly evaluated and assessed if our performance goes largely unobserved, if our work teaching, preparation, meetings with students and colleagues, curriculum and course development, and grading lays concealed behind a "fourth wall"?

Bertoldt Brecht argued that political theater should disrupt the naturalist illusion of the typical bourgeois play by revealing the artificiality of the imaginary fourth wall that separates actors and spectators. In the classroom, the separation occurs between the students and teachers on the one side, and the administration on the other. This separation is positive in that it allows teachers and administrators to focus on doing what they do best. But it becomes nefarious when the issue of faculty compensation is at stake. How can administrators feel good about awarding faculty wage increases when they are less than keenly aware of the labor that goes on

behind the fourth wall of the classroom, and, importantly, of all of the effort professors put in outside the classroom in order to make the few hours spent with students as profitable and productive as possible?

In many ways, teaching is like "women's work" as Engels analyzed it in the nineteenth century in fact, traditionally low salaries for teachers is historically linked to the fact that in the past most teachers were women. He argued that "women's work" cooking, shopping, cleaning, mending, childraising essential to the male worker's ability to show up at the factory each morning, remained unremunerated by the factory owner. But if this labor was as important as the laborer showing up each morning on the assembly line, shouldn't she be paid as well? In fact, the factory owner didn't think about it; the thought of paying for this domestic labor never even entered his mind. All that he had to be responsible for was what took place in the factory, under the watchful gaze of the managers. Ideologies that naturalized women's work made it easy for this work to be ignored, to be considered "outside production" and therefore ineligible for wages. The danger of the fact that so much of the labor that goes into teaching is hidden from the eyes of management as well as the fact that we don't produce tangible commodities ready for market opens it to this same vulnerability.

What's required to break down this wall is not a new institutional structure or bureaucracy to be put in place to monitor the work of teachers. These days, there's more than enough surveillance in this society to go around. What is required is recognition, respect, and fair wages for work done. It is a call for an attitudinal change in the

*continued on page 4*

### Table of Contents

Kye Carbone's  
State of the Union 2-3

The 2003-2007 Contract 5

# The State of the Union

By Kye Carbone

## The Merit Myth

Proclaiming the virtues of merit pay for Pratt's faculty is akin to pronouncing one's belief in "academic excellence", both empty platitudes if not placed in the proper context. Without a thorough understanding of what is meant by merit, who will be defining it, or how it is to be applied in the greater Pratt context, this is a virtually meaningless concept. Seeing up close how Pratt operates and treats its faculty compels me to ask the following question: Why should I not assume that those espousing the merits of merit pay are themselves mediocre and only really interested in controlling the means by which the few shall be awarded at the expense of the many?

I take umbrage with fatuous notions of merit rooted in a "survival of the fittest" edict of total control over all means of distribution, rather than any educational bottom line based on faculty worth. In the final analysis, those who control the money are not generally predisposed to sharing, much less naturally inclined to give freely to those they consider unworthy. A true meritocracy then seems improbable as long as those in charge lack the capacity to distinguish between merit and naked favoritism. Without transparency within Pratt's administrative tiers and genuine faculty inclusion, merit will remain an abstraction, beyond our grasp and a myth.

## Tough Love

In 1991, the union challenged the administration's wish to grant a Certificate of Continuous Employment CCE to a "well deserving" adjunct, one who had not satisfied the five-year probationary requirement for its conferral. My initial reaction when reviewing this past grievance was that the union had acted in a needlessly rash way. My instinct was that, although the required five-year probationary period had not been met, the administration's willingness to confer "part time tenure" earlier could actually have been advantageous to both the adjunct applicant and the adjunct faculty as a whole. On further reflection though, my opinion evolved...

The CCE is a faculty protection conferred to a minority of adjuncts and one the Pratt administration has utter disdain for. They consider it "anachronistic" and have historically exercised only the most rigid of means for its conferral. Even with the five-year probationary period met, adjuncts repeatedly apply and are routinely denied

the CCE. Had a precedent been established where the administration would have been on record as having shown flexibility for its early conferral—the ramifications of this action would have profoundly impacted all future CCE applications. And undoubtedly, it would become terribly problematic for an administration more interested in political expediency than in merit.

In other words, the Pratt Administration will invariably insist on asserting what they believe to be their inherent right of control over all faculty actions including when and if the CCE shall be conferred at all. That said, countenancing an onslaught of adjuncts wishing the CCE earlier rather than later, each sincerely believing they are as deserving and "meritorious" as the next, and each citing the administration's flexibility with the "required" probationary period, would have been much more than they had ever bargained for.

Moreover, there were at the time any number of well deserving adjuncts that did not apply, having been told in no uncertain terms, they were ineligible until having satisfied the required five-year probationary period. Had these adjuncts learned that an exception was being made, I can guarantee there would have been cries of foul play, unfairness and discrimination. In the final analysis, this was never a case about merit. And, therein lies the "tough love" of the union's position; a seemingly rash decision was in fact the just decision, a decision protecting the contract, past practice and the faculty. The Administration's "reluctant" acceptance of the union's challenge notwithstanding, privately, they had to have been relieved.

The Pratt Administration rescinded the CCE.

Addendum: In 1994, the same adjunct was again denied the CCE. How you might ask, if the five-year probationary requirement was no longer an impediment nor the applicant's merit and worthiness in dispute? The answer is that in '94, this adjunct was now victim to the same arbitrary and capricious process experienced by the vast majority of CCE applicants. Unlike in 1991, there were no superiors claiming an exception to the rule—the rules the rest of us are required to live by.

## Equity Faux/Foe

Question: How many of Pratt's eight hundred plus faculty believe they have been recognized for their academic and

professional achievements? Consider the following...

In 2002, two faculty members brought legal suit against the UFCT. Based on the belief that they were overlooked for their "academic and professional achievements" and as such, were deserving of "merit raises," two faculty members, with the support of their Dean, the Provost, and hired legal counsel, concocted a challenge to the union predicated on incredulity and out and out fiction. In a letter penned by the law firm representing the two aggrieved, "background" was given to buttress their claims; the general thrust being that, at the time of hire, the two faculty member's salaries "were limited by both a weak economy and the poor financial condition of the institution," that over the years, "the Professors' reputations grew along with the reputation of Pratt" and that, "while the finances and the reputation of the institution improved dramatically over the years, the Professors' salary increases were minimal because they were tied to their low starting salaries."

Sound familiar? The fact is, we are ALL "tied" to the salary we freely negotiate at the time of hire, and as such, we ALL may be victim to the poor financial, economic and "market" conditions of the time both internally and externally. In the case of Pratt, there is a history of habitual cries of poverty when conditions are weak and emphatic claims of "fragility" when times are good. Yet, rather than blame and fight the administration for this historic, collective injustice, these faculty members played into the hands of the administration by blaming the union, and thus their own colleagues, for their individual troubles. Their scheme was regrettably given de facto sanction by a weak and feckless union. Bottom line, these two faculty members were granted so called "merit raises" which constituted for each, on average, a 40% pay hike. Currently, each receives a rate of compensation amongst the highest offered institute-wide, while the administration was essentially sanctioned for its inequitable distribution of salary for the remaining 99.99% of the faculty.

This case teaches us an important lesson. Since ALL faculty members are subject to the injustices of pay inequity, however meritorious we may consider ourselves to be as individuals, the solution to this problem is to build a strong union that can fight to change this system once and for all, for everyone. On the other hand,

when faculty members fight purely for their own self interest, blame the union for their troubles, or actually threaten to sue their union, they undermine our power to change this system. Following this strategy to its conclusion, a tiny few benefit at the expense of the great majority. Worse, by allowing the administration to pick favorites, we feed the roots of the problem, and ultimately create disunity, distrust and even greater inequity.

I can only imagine that in the minds of the plaintiffs there exists a mythical meritocracy. A meritocracy where the buoyant rise to the top, where one is paid what they are worth, where the crème de la crème are awarded the most and where Social Darwinism prevails.

Why not instead fight for a contract that ensures a just and equitable pay scale for all? Only then will the great majority of Pratt's eight hundred plus faculty be recognized for their academic and professional achievements.

## Service or Subterfuge

Pratt's faculty gives of their time freely. In addition to their classroom teaching faculty members meet with students privately to advise and assess, meet with their coordinators or curriculum directors regularly to stay attuned to their respective discipline and attend as well as participate in departmental meetings and presentations all as a matter of course. The faculty does not complain; understanding that these additional services come with the territory part and parcel of teaching at the college level. Moreover, we give more than we are paid for because we genuinely care about our student's progress, are dedicated to the teaching learning process and as professionals, are ourselves continually striving for excellence.

The full time faculty serves on committees and contributes to the "life" of the program/department/school as required this service a percentage of the full time salary. However, eighty-five percent of Pratt's faculty is part time, and as such, the majority of faculty service is provided by the part timer for no compensation. At what point will we as a community all acknowledge that the vast majority is being exploited? When departmental meetings grow in duration and are two and three a semester? When faculty members are required to attend curriculum development meetings, critiques or portfolio reviews before or after their scheduled classes, on weekends or over the summer and winter



recesses? Or, is the part timer now required to be both martyr and slave to the company store?

The chilling effect for those who cannot or do not meet such 'expectations' is acute, insidious and palpable. Faculty seen as non contributing members of the department or as derelict in "participating in the life of the program" have little recourse when denied a promotion or status change for: "lacking a significant record of Institute service" when so called "peer" committees choose to promulgate as "criteria" heretofore amorphously defined "service requirements." Embedded in these expectations is the implied threat that if one wishes to advance, they had better participate whether "required" or not. The arbitrariness and capriciousness of these determinations are classic managerial tactics for keeping the faculty at bay.

Part time faculty members are paid for teaching literally the "contact" hour, the hour in which they are in contact with their students. There is nothing in the contract that compels or obligates them to provide these extra-curricula services. Yet, they elect to do so regardless, because they care about their students and their department. Moreover, the Administration utterly refuses and has no plans to provide additional compensation for any of these "services rendered." Why pay for what you are already getting for free?

Departments and programs cannot remain vital nor academically sound without the continued nurturing of those who define and teach within them the faculty, the majority of whom are part time. When you

add to this dynamic the ultimate insult of now equating "required" service with standards of excellence and notions of merit (dubious equations at best we are all implicated and part of the problem. We thus countenance and participate in what is nothing short of exploitation.

In the final analysis, we cannot prevent someone from volunteering their time freely, from acting beyond the call of duty, from sacrificing the collective welfare of the faculty community for personal gain, from prostituting themselves, from throwing integrity and fair play to the wind all in the misguided quest of getting ahead. That being said, is it really possible to give legitimate service on behalf of the institution, when the institution grants little recognition, protection from abuse, or limitations on what is considered a requirement?

Mediocrity breeds mediocrity, favoritism begets favoritism. Within this context a laissez faire culture of low expectation pervades; where administrators, managers and decision makers incapable of recognizing much less awarding academic excellence and individual merit are empowered and positioned to deny and 'not recommend' a faculty member's application for advancement. Unless we, the faculty, stand together, unified through our Union and fight back this aggressive assault we will have resigned our fates to those who wish to seal them.

Stand united, use your Union!

Kye Carbone

## The New Voice

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## Breaking Down the Fourth Wall

*continued from page 1*

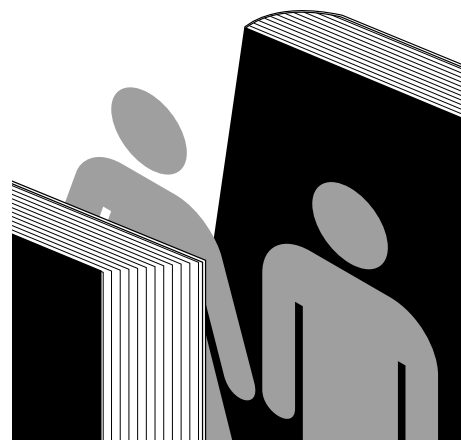
administration that respects and recognizes the work that all faculty members do. Work that doesn't take the same appearance as administrative work because it is largely invisible. The analogy to "women's work" is a propos. The factory worker's wife scrubs his shirt for a half hour to get out the oil stains, but when he shows up at the factory, no one workers or management think about the shirt or how it got clean. It somehow got clean all on its own.

Time after time, casual discussions with professors about their teaching and related projects have revealed that on the whole, Pratt professors pour tremendous passion and creative energy into their jobs. This is probably so because of the nature of the place where we teach. We are dedicated because we believe that our chosen fields—design, fine art, architecture, library science, and liberal arts—are of crucial importance to the enhancement of the quality of human life, that the importance of what we are teaching transcends the boundaries of the institution, and that our teaching will have a lasting impact on the lives of our students. We are motivated to teach because we enjoy it, we are dedicated to our fields, and we crave a career characterized by flexibility and independence.

Pratt professors are passionate and motivated, and students are for the most part satisfied with their performance. Case closed, right? Researchers define the type of motivation described above as "internal." If my diagnosis is correct, Pratt faculty members score off the board when it comes to "internal" motivation, whereas the area of "external" motivation remains cloudy. Internal motives are those described above, those that emanate from the character and personality of professors themselves, the spontaneous feeling of satisfaction professors get from sharing knowledge they believe to be important with students, and watching their students reap the benefits of that knowledge. But is purely internal motivation enough, or do faculty and administrators need to take more responsibility for finding ways to cultivate it externally, through recognition and wages?

According to Jim Vander Putten, in a review of *Teaching well and liking it: Motivating faculty to teach well* (James Bess, ed., 1996), external factors affecting faculty motivation include "organizational climate, communication processes, and rituals and ceremonies" as well as the setting of clear, attainable goals by the institution

itself. According to Bess, while both types of motivation should be present to create a satisfactory work environment, the difficulty with teaching is that most rewards are internal rather than external, this in a professional world that more readily recognizes external rewards: "The most profound difference in professionalizing teaching in higher education is that most of the rewards for teaching are intrinsic while a significant amount of the rewards of research are extrinsic—for example, recognition of colleagues. In societies in which the status of occupations and the achievements within them are hierarchically organized, it is difficult for individuals to be content with intrinsic satisfactions alone" cited in Vander Putten 4.



Bess's statement called to mind the many times I have heard faculty justify their lower than average pay or less than ideal though gradually improving physical working conditions because these were a small price to pay for doing a job they enjoy and in which they are given relative freedom to teach what and how they want. In other words, powerful internal motivational factors are seen by professors as fair compensation for a lack of external, institutional motivators. However, if Bess is correct, purely internal motivation is not enough. For better or worse, we are conditioned by the competitive society in which we live to need external recognition, respect, and rewards for a job well done.

Are professors striving to do their best for external as well as internal reasons, or is the burden at Pratt left largely to internal factors, those for which the institution bears no responsibility, which are largely dependent on the professor's personal qualities, and which remain hidden? The fundamental question is what the Institute does to recognize and reward faculty, and whether it needs to develop new, innovative ways to do so. Beyond the recognition of one faculty member each year at graduation and limited amounts of money set aside for grants which to the administration's credit are being increased), what rewards exist at Pratt for

superior teaching performance? How is the faculty's expertise and knowledge deployed to make Pratt a more cutting edge institution? How are faculty achievements, which largely take place behind closed doors, far from the eyes of administrators and faculty peers, recognized, rewarded, and appreciated? More important than recognizing superior teaching achievements is to recognize faculty work as work. Professors are workers; we sweat in and outside the classroom; we work as hard as administrators; we deserve the salary increases that have been negotiated in the new contract.

Instituting a system of merit pay might seem to be the obvious solution to the motivation conundrum. Indeed, I have often heard the Collective Bargaining Agreement blamed for preventing merit pay, for, on the contrary, requiring equality in yearly pay increases and thus implying that all faculty members are equally skilled or accomplished. In my research, I found a number of studies that claim that merit pay does not work in institutions of higher learning. A California State University study found that "most, but by no means all, faculty are deeply suspicious of any form of merit pay other than that provided presently through retention, tenure, and promotion (RTP)...Faculty also believe that forms of merit pay other than RTP will prove divisive. This is especially true when compensation lags so far behind companion institutions." The authors make a number of compelling points against relying upon merit pay as the primary external factor of insuring faculty motivation, including the fact that "there have been 3,000 studies of merit pay over the past 2 decades, and only 100 claim positive results," that "the farther an organization lags behind the market in awarding compensation, the harder it is to make a merit pay model work," and finally, "even though merit pay plans do not work, management continues to think they should." This informative article can be found at [www.calstate.edu/AcadSen/Records/Resolutions/1997\\_1998/2394a.shtml](http://www.calstate.edu/AcadSen/Records/Resolutions/1997_1998/2394a.shtml).

The gains for faculty, both full and part time, made in the new contract are considerable, and both the union negotiating team and the administrators should be commended for granting establishing increases and equity. This is a major accomplishment that will surely make a Pratt career more liveable for many faculty members, will directly affect their ability to continue to deliver a superior education as well as participate in the growth of Pratt, and will just as importantly enhance their sense of self esteem. In a sense, this contract recognizes that faculty work, largely hidden behind a fourth wall, is real labor and deserves fair and equitable remuneration, on par with that of other similar institutions.

## The 2003 2007 Contract

On Wednesday March 16th, the UFCT and Pratt Institute Administration signed a 'Memorandum Of Understanding' that stated: "Pratt Institute and the United Federation of College Teachers, Local 1460 hereby agree to extend the existing collective bargaining agreement in full force until and including August 31, 2007 with the changes set forth below" the memorandum closing with: "This agreement shall become effective only upon its approval by the Board of Trustees of the Institute and upon its ratification by the Union."

This signing effectively brought to a close a twenty two month negotiation period. Ratification of this agreement would be contingent on a majority of Union members voting in the affirmative.

Ballots and the full text of the MOU were mailed to every union member all changes and/or amendment(s) to the expired contract clearly enumerated, its cover letter stating: "After a lengthy negotiation, the UFCT Negotiating Committee has arrived at an agreement with Pratt Institute. Upon ratification by the Pratt UFCT membership, this new contract will be in effect from September 1, 2003 to August 31, 2007. This agreement contains many advancements and accomplishments: namely raises in compensation due to a restructuring of full time and part time minimums minimums that finally begin to address endemic deficiencies and inequities in faculty pay, a domestic partnership allowance for Health Benefits, an increase in the independent study rate and the establishment of a committee to be co chaired by the Union President and Institute Provost that will discuss in earnest,

the myriad of issues related to the visiting category. Moreover, we held the line on many issues and did not allow further erosion of faculty benefits and protections. This negotiation has been an arduous and time consuming task, which we believe, has produced a contract very much to the faculty's benefit. The Negotiating Committee urges you vote in favor of ratification!"

*On Monday, April 18th, an overwhelming majority of UFCT member ballots were cast in favor of ratifying this 2003 2007 collective bargaining agreement.*

In June 2003, negotiations between the UFCT and Pratt Administration began. Many issues were at stake. Many issues were discussed, debated, argued and negotiated. However, the single largest issue by far was 'faculty compensation' for both full time and part time. It was imperative from the Union's perspective that a 'system' for compensation be created that would begin to address endemic deficiencies and inequities in pay as well as begin to structure a hopeful path for the future. We believe we were successful in moving the Administration in this direction.

In the end, good faith bargaining ultimately produced a strong contract for Pratt's entire faculty.

*The major highlights of this agreement include new minimum rates for both full and part time faculty rates that begin in earnest to correct endemic inequities in pay, the formation of a joint union administration committee to discuss the appropriate use of the visiting category and health benefits for domestic partners.*

The text for these issues follows:

# The 2003 2007 Contract

## FullTime Faculty Minimums

Effective September 1, 2004, the following shall be the minimum salary levels for the full time faculty:

<b>Instructor</b>	35,000	32,000 + 9.37
<b>Assistant Professor</b>	40,000	34,000 + 17.64
<b>Associate Professor</b>	<i>Years of Service</i>	
	Up to 5 .....	47,500 39,000 + 21.79
	6 to 10.....	50,000
	11 to 15 .....	52,500
	16 to 20.....	55,000
	21 to 25.....	57,500
	26+.....	60,000

<b>Professor</b>	<i>Years of Service</i>	
	Up to 5 .....	52,000 45,000 + 15.55
	6 to 10.....	55,500
	11 to 15 .....	59,000
	16 to 20.....	62,500
	21 to 25.....	66,000
	26+.....	69,500

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

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

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

**1)** Effective September 1, 2003, full-time faculty members who were employed as full time faculty at Pratt in the 2002 03 academic year and continue to teach full time, shall receive an increase of 2.5 on the higher of:

- a the member's 2002 2003 salary; or
- b the applicable minimum rate.

**2)** Effective September 1, 2004, full-time faculty members who were employed as full time faculty at Pratt in the 2003 2004 academic year and continue to teach full time, shall receive the higher of:

- a the member's 2003 04 salary plus 2.5 ; or
- b the applicable minimum rate.

**3)** Effective September 1, 2005, full-time faculty members who were employed as full time faculty at Pratt in the 2004 2005 academic year and continue to teach full time, shall receive the higher of:

- a the member's 2004 2005 salary plus 3 ; or
- b the applicable minimum rate.

**4)** Effective September 1, 2006, full-time faculty members who were employed as full time faculty at Pratt in the 2005 2006 academic year and continue to teach full time, shall receive the higher of:

- a the member's 2005 06 salary plus 3.5 ; or
- b the applicable minimum rate.

## Part-Time Faculty Minimums

Effective September 1, 2004, the following shall be the minimum contact hour rates per contact hour of undergraduate lecture for the duration of the Agreement:

<b>Instructor</b>	850	788 + 7.86
<b>Assistant Professor</b>	1,000	853 + 17.23
<b>Associate Professor</b>	<i>Years of Service</i>	
	Up to 5 .....	1,150 919 + 25.13
	6 to 10.....	1,200
	11 to 15 .....	1,250
	16 to 20.....	1,300
	21 to 25.....	1,350
	26+.....	1,400

<b>Professor</b>	<i>Years of Service</i>	
	Up to 5 .....	1,300 1,017 + 27.82
	6 to 10.....	1,375
	11 to 15 .....	1,450
	16 to 20.....	1,525
	21 to 25.....	1,600
	26+.....	1,675

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

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

## PART TIME FACULTY

**1)** Effective September 1, 2003, part-time faculty members who were employed in the 2002 2003 academic year shall receive an increase in their contact hour rate of 2.5 on the higher of:

- (a) the contact hour rate in effect for them in the 2002-2003 academic year; or
- b the applicable minimum rate.

**2)** Effective September 1, 2004, part-time faculty members who were employed in the 2003 2004 academic year shall receive the higher of:

- (a) the contact hour rate in effect for them in the 2003-2004 academic year plus 2.5 ; or
- b the applicable minimum rate.

**3)** Effective September 1, 2005, part-time faculty members who were employed in the 2004 2005 academic year shall receive the higher of:

- (a) the contact hour rate in effect for them in the 2004-2005 academic year plus 3 ; or
- b the applicable minimum rate.

**4)** Effective September 1, 2006, part-time faculty members who were employed in the 2005 2006 academic year shall receive the higher of:

- (a) the contact hour rate in effect for them in the 2005-2006 academic year plus 3.5 ; or
- b the applicable minimum rate.

## Visiting Category

A joint committee shall be established comprised of a mutually agreed upon equal number of voting members (not to exceed a total of ten) appointed by the Provost and the President of the Union. Subjects to be discussed by the committee shall include but not be limited to the following:

- The appropriate use of the visiting faculty;
- The number of visiting faculty;
- The appropriate procedures by which visitors may attain adjunct status; and
- The evaluation system for visiting faculty.

The committee shall also include, in a non voting capacity, a representative of the Academic Senate selected by the Senate. Other non voting participants may be invited by agreement of the Provost and the President of the Union to participate in the committee's discussions.

The committee shall be constituted by October 1, 2005. It shall issue a report including any recommendations by December 31, 2006. Recommendations of the committee may result in amendment of the collective bargaining agreement only upon the written agreement of the Union and the Administration.

## Health Benefits Policy For Domestic Partners

**1)** Domestic partners, who satisfy all of the criteria set forth below, have the same eligibility for Health Benefits (i.e., Article XXVI) as spouses of eligible faculty and librarians. The criteria are as follows:

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

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

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

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

*The 2003 2007 faculty contract is a manifestation of what is possible when we the faculty use our collective voice.*

*The UFCT, use it or lose it!*

*Kye*



# United Federation of College Teachers

