

## Metadata header

This contract is provided by UC Berkeley's Institute of Industrial Relations Library (IIRL). The information provided is for noncommercial educational use only. It may have been reformatted from the original and some appendices or tables may be absent. Note that subsequent changes, revisions, and corrections may apply to this document.

For more information about the IIR Union Contracts Project, contact:  
Lincoln Cushing, [lcushing@library.berkeley.edu](mailto:lcushing@library.berkeley.edu)

**IDnum** 388    **Language** English    **Country** United States    **State** NY

**Union** AFT (American Federation of Teachers) AFL-CIO

**Local** 3457

Occupations Represented
Teachers—postsecondary
Librarians

**Bargaining Agency** Fashion Insittute of Technology

**Agency industrial classification (NAICS):**

61 (Educational Services)

**BeginYear** 1995    **EndYear** 2000

**Source** <http://www.uce-fit.org/contract.htm>

**Original\_format** PDF (unitary)

**Notes**

**Contact**

**Full text contract begins on following page.**

---

# ***COLLECTIVE BARGAINING AGREEMENT***

## ***TABLE OF CONTENTS***

1.0 DURATION 1

2.0 STATUTORY PROVISIONS 1

3.0 LAW CONFLICT CLAUSE 1

4.0 MATTERS NOT COVERED 1

5.0 UNION RECOGNITION 1

6.0 UNION DUES CHECK-OFF 5

7.0 GRIEVANCE PROCEDURE 5

7.4 FORMAL PROCEDURE FOR PROCESSING GRIEVANCES 6

8.0 REIMBURSEMENT OF CRIMINAL DEFENSE EXPENSES 7

9.0 GOVERNANCE 7

10.0 ACTING AND TEMPORARY EMPLOYEES 8

11.0 VOTING ELIGIBILITY 8

12.0 DEPARTMENT CHAIRS, ASSOCIATE CHAIRS, AND ASSISTANT CHAIRS: TERM OF OFFICE AND ELIGIBILITY 9

13.0 APPOINTMENT OF DIRECTORS (AS LISTED IN 5.3) 10

13.13.0 APPOINTMENT OF ACADEMIC ADMINISTRATORS 11

14.0 PERSONNEL FILES 11

15.0 APPOINTMENT: FACULTY 12

16.0 JOB POSTING 13

17.0 REAPPOINTMENT, TENURE & JOB SECURITY: FACULTY AND CLASSROOM ASSISTANTS 13

17.17.0 STUDENT EVALUATION OF FACULTY WITH TENURE OR CERTIFICATE OF CONTINUOUS EMPLOYMENT 15

18.0 APPOINTMENT, EVALUATION, JOB SECURITY OF FACULTY TEACHING NON-DEPARTMENTAL OR INTER-DIVISIONAL COURSES 15

19.0 JOB SECURITY FOR PART-TIME FACULTY & PART-TIME CLASSROOM ASSISTANTS 15

20.0 REAPPOINTMENT, TENURE, CCE AND JOB SECURITY: STAFF, FULL-TIME AND PART-TIME 17

21.0 ASSIGNMENT OF PROGRAM: CLASSROOM FACULTY 18

22.0 ASSIGNMENT OF PROGRAM: NON-CLASSROOM FACULTY AND CLASSROOM ASSISTANTS 23

23.0 NEPOTISM 23

24.0 PROMOTION: FACULTY 24

25.0 FACULTY DEVELOPMENT/STAFFING 26

26.0 WORKING CONDITIONS: CLASSROOM FACULTY 26

27.0 WORKING CONDITIONS: NON-CLASSROOM FACULTY 27

27.27.0 WORKING CONDITIONS: CLASSROOM ASSISTANTS 27

28.0 WORKING CONDITIONS: STAFF 27

28.28.0 DISCIPLINARY PROCEDURE 28

29.0 ACADEMIC (DAY & EVENING) CALENDAR 29

30.0 HOLIDAYS AND VACATIONS: CLASSROOM FACULTY 29

31.0 HOLIDAYS AND VACATIONS: NON-CLASSROOM FACULTY 29

31.31.0 HOLIDAYS AND VACATIONS: CLASSROOM ASSISTANTS 30

32.0 HOLIDAYS: FULL-TIME STAFF 31

32.32.0 HOLIDAYS: PART-TIME STAFF, NON-CLASSROOM FACULTY, AND CLASSROOM ASSISTANTS 32

33.0 VACATIONS: FULL-TIME STAFF 32

34.0 LEAVES OF ABSENCES: SICK LEAVE, PERSONAL LEAVE, EXCUSED ABSENCE WITHOUT LEAVE, UNPAID LEAVE, MATERNITY LEAVE, ADOPTION LEAVE, PATERNITY LEAVE 33

35.0 WELFARE 37

36.0 SALARY PAYMENTS: PROCEDURE 38

37.0 RETRENCHMENT 38

38.0 CLASSROOM FACULTY WORKLOAD 39

39.0 CLASS SIZE 41

40.0 SABBATICALS 42

41.0 OTHER 42

42.0 STAFF COMPENSATION PROGRAM 42

43.0 STAFF WORKDAY: SUMMER & RECESS 42

46.0 STAFF DEVELOPMENT 43

47.0 SALARY ADJUSTMENTS/ECONOMIC CONSIDERATION 43

48.0 MUNICIPAL COALITION ECONOMIC AGREEMENT 43



1.0 DURATION

1.1 This contract and each of its provisions shall be effective as of March 1, 1995 and shall continue in full force and effect through February 28, 2000.

1.2 Negotiations for subsequent contract shall commence no later than October 1, 1999.

2.0 STATUTORY PROVISIONS

2.1 It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

2.2 Neither party will discriminate against any employee in a manner contrary to law with regard to the application of the terms and conditions of this agreement.

It is the policy of the College and the Union that the provisions of this agreement shall be applied to all employees without regard to race, color, religious creed, national origin, age, sex, sexual orientation or physical disability.

3.0 LAW CONFLICT CLAUSE

3.1 The sections, paragraphs, sentences, clauses, and phrases of this contract are subject to applicable federal, state, and local law, and are separable. If any phrase, clause, sentence, paragraph, or section of this contract shall be found to be invalid because of conflict with any applicable federal, state, or local law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this contract.

3.2 Any substitute provisions shall be subject to appropriate consultation and negotiation between the parties to this contract.

The parties will meet not later than ten (10) days after such finding for the purpose of renegotiating the provision(s) offered.

#### 4.0 MATTERS NOT COVERED

4.1 With respect to matters not covered by this contract, or by other mutual understandings resulting from the negotiations of said contract, or by the written policies or by established procedures in effect as of February 28, 1995, and which are proper subjects for collective bargaining, the parties agree that they will make no changes without appropriate prior mutual consultation and negotiation.

#### 5.0 UNION RECOGNITION

5.1 The Fashion Institute of Technology (hereinafter referred to as "FIT" or the "College") recognizes the United College Employees of the Fashion Institute of Technology, Local 3457, American Federation of Teachers (hereinafter referred to as the "UCE" or the "Union"), or its successors as the exclusive bargaining representative for all those listed below, including those individuals employed either full or part-time. A list of new employees in the positions represented by the Union shall be furnished to the Union monthly by the College. This list shall indicate department, title, and salary.

#### 5.2 Classroom Faculty

#### 5.3 Non-classroom Faculty

- \*Assistant Director of Admissions
- \*Assistant Director of Career Services
- \*Assistant Director of Records and Registration
- Coordinator of Computer Graphics
- Coordinator of Internships
- Counselor
- \*Director of Admissions
- \*Director of Community Resources
- \*Director of Counseling Center
- \*Director of Financial Aid
- \*Director of Library
- \*Director of Career Services
- \*Director of Records and Registration

-\*Director of Student Life

- Librarian

- Registrar

- Speech Communications Specialist

\*Non-Tenure Bearing Titles

5.4 Classroom Assistant

5.5 Staff Schedule

- Accounting Assistant - Grants 91

- Accounting Clerk I 87

- Accounting Clerk II 88

- Accounting Clerk III 90

- Accounting Manager 94

- Accounting Supervisor 93

- Administrative Assistant 91

- Administrative Computer Center User

Support Supervisor 94

- Administrative Coordinator 93

- Administrative Secretary 90

- Admissions Office Supervisor 92

- Assistant Conservator 91

- Assistant Controller 96

- Assistant Curator, Textiles 91

- Assistant Museum Registrar 91

- Assistant to Director, Community Resources 93

- Assistant to Executive Director, Operational

Services 92

- Assistant to Director, Museum at FIT 92
- Assistant Supervisor, Accounts Payable 91
- Assistant Supervisor, Mailroom 89
- Assistant Supervisor, Payroll 92
- Assistant Supervisor, Printshop 89
- Budget Analyst I 89
- Budget Analyst II 90
- Budget Analyst III 93
- Business Office Assistant 91
- Campus Projects Coordinator 91
- Cataloging Assistant I 89
- Cataloging Assistant II 90
- Chief Curator 95
- Clerical Assistant 86
- Clerk I 87
- Clerk II 88
- Clerk Typist 87
- Communications Specialist 92
- Computer Operator I 87
- Computer Operator II 88
- Computer Operator III 89
- Conservator 93
- Coordinator of Academic Computing 96
- Coordinator of Academic Skills Center 94

- Coordinator of Costume Collections 90
- Coordinator of Disbursements/Authorizations 94
- Coordinator of Faculty Services 94
- Coordinator of Health Services 96
- Coordinator of Media Services 94
- Coordinator of News/Information 94
- Coordinator of Non-Credit Programs 94
- Coordinator of Office Operations 94
- Coordinator of Publications/Communications 91
- Coordinator of Special Events 93
- Coordinator of Special Programs 93
- Coordinator of Special Projects 93
- Coordinator of Technical Projects 94
- Counselor Assistant I 89
- Counselor Assistant II 90
- Counselor Assistant III 91
- Counselor Associate 92
- Curator of Costumes 94
- Curator of Textiles 94
- Curatorial Assistant 89
- Curatorial Associate 91
- Curatorial Coordinator 90
- Data Center Operations Manager 93
- Database Administrator 95
- Department Secretary 88



- Director of Educational Opportunity Programs 94
- Duplicating Machine Operator 86
- Educational Skills Assistant 90
- Electronics Maintenance Engineer 92
- Exhibition Manager 94
- Exhibition Production Coordinator 93
- Exhibition Technologist 91
- Faculty Services Representative 90
- Financial Aid Assistant 90
- Financial Aid Associate 91
- Financial Aid Office Supervisor 92
- Financial Analyst 45
- Foundation Relations Officer 95
- Grants Coordinator 93
- Grants Officer 95
- Information Assistant 89
- International Education Coordinator 91
- Laboratory Aide 86
- Laboratory Assistant 89
- Library Aide 88
- Library Clerk 87
- Library Acquisitions Analyst 90
- Library Reference Assistant I 89
- Library Reference Assistant II 90
- Mail Clerk I 87

- Mail Clerk II 88
- Management Information Specialist 96
- Manager, Purchasing 94
- Materials Assistant 92
- Math Skills Assistant 90
- Medical Assistant I 87
- Medical Assistant II 88
- Micro-Computer Support Specialist 91
- Micro-Computer Systems Specialist 96
- Museum Aide 88
- Museum Assistant 90
- Museum Cataloger 90
- Museum Photographer 90
- Museum Preparator 90
- Museum Registrar 93
- Office Associate 91
- Offset Press Operator I 87
- Offset Press Operator II 88
- Payroll Analyst I 88
- Payroll Analyst II 90
- Personnel Assistant 90
- Personnel Associate 91
- Program Coordinator 92
- Programmer I 89
- Programmer II 90

- Programmer III 91
- Programmer IV 92
- Purchasing Agent 92
- Purchasing Office Assistant 89
- Reconciliation Records Assistant 89
- Records Assistant 88
- Records & Registration Assistant I 90
- Records & Registration Assistant II 91
- Registrar's Office Associate 91
- Registrar's Office Supervisor 92
- Research Assistant 90
- Research Associate 91
- Researcher I 90
- Researcher II 91
- Resource Assistant 88
- Secretary I 87
- Secretary II 88
- Secretary III 89
- Slide Classifier, History of Art 92
- Small Business Liaison 91
- Staff Writer 90
- Stockroom Assistant I 87
- Stockroom Assistant II 88
- Student Life Office Assistant 91
- Student Records Information Systems Coord 92

- Supervisor, Business Office Operations 93
- Supervisor, Circulation 90
- Supervisor, Disbursements 95
- Supervisor, Fabric and Findings Room 91
- Supervisor, Office Operations 93
- Supervisor, Periodicals 90
- Supervisor, Print Shop 93
- Supervisor, Receiving & Supplies 90
- Supervisor, Resource Distribution 93
- Supervisor, Student Disbursements and  
Collections 91
- Systems Specialist 96
- Technologist A 89
- Technologist B 90
- Technologist C 91
- Visual Resource Coordinator 91

And all others employed or later to be employed in similar positions.

5.6 Job titles within the bargaining unit cannot be changed except by mutual agreement of the parties to the contract. Individuals employed with grant funds or in positions of limited duration not to exceed three months are not included in the bargaining unit. The parties to this contract reserve the right to petition PERB to include or exclude any positions covered by this contract.

#### 6.0 UNION DUES CHECK-OFF

6.1 The College shall, to the extent permitted by applicable law, check off UCE dues, VOTE/COPE, Opportunity Plus, and NYSUT Benefit Trust upon submission of a signed authorization to the Payroll Office by the Union for anyone within the bargaining unit. In addition, the Union agrees to hold the College harmless from any claims, damages or costs incurred in connection with such deductions. The College shall remit to the Union the deductions and shall furnish the Union with a list of all employees from whose salaries such deductions have been made.

6.2 In accordance with the applicable law, all employees of the College whose job titles are covered by this contract and who are not members of the United College Employees of the Fashion Institute of Technology shall pay agency fee dues to the UCE/FIT in the same amounts as union members who earn equivalent pay. These agency fees are payable by means of check-off only; direct payments shall not be accepted.

## 7.0 GRIEVANCE PROCEDURE

7.1 INTENT: It is the declared objective of this procedure to encourage the prompt resolution of employee complaints and grievances as they arise and to provide recourse free from coercion, interference, restraint, discrimination, or reprisal.

7.2 DEFINITIONS: A complaint is an informal claim by an employee or by the Union of improper, unfair, arbitrary or discriminatory treatment.

A complaint may, but need not constitute a grievance and every effort shall be made by complainant to resolve complaints informally with the supervisor. Any settlement, withdrawal or disposition of a complaint at this informal stage shall not constitute a binding precedent in the settlement of similar complaints or grievances; nor shall any resolution of a complaint be inconsistent with the terms of this contract.

7.3 The term "grievance" shall mean any claim by a grievant that:

(a) there has been a violation, misinterpretation, or misapplication of any of the provisions of this contract which concern the grievant; or

(b) there has been a violation, misinterpretation, or misapplication of written or established policies or procedures governing or arising out of the day to day conditions of employees herein, if the sustaining of such a claim would not be inconsistent with the provisions of this contract.

7.3.1 A grievance may be instituted by the parties to this contract and/or by any person(s) covered by this contract; and such parties or persons shall be termed "grievant."

## 7.4 FORMAL PROCEDURE

### FOR PROCESSING GRIEVANCES

7.4.1 The grievant shall have the right to be represented at all stages of the grievance procedure by any representative of his choice; however, if the Union is not chosen as the representative of an individual grievant, the Union shall have the right to have a representative present at each step of the grievance procedure and this representative may participate to the extent of presenting the position or interpretation of the Union.

7.4.2 The administrator making the decision shall send a copy of the decision to the Union on the same day that the decision is sent to the grievant. The Union may appeal any decision(s) which violates any term of this contract.

7.4.3 All grievances shall be filed in writing on an approved form. The grievant shall state the nature of the grievance, the contract provision(s) affected, the relief sought, and shall date and sign the grievance. The grievance shall be presented in accordance with the grievance procedure set forth below. In each instance, the acknowledgment of receipt of the grievance shall be made by the appropriate administrator involved by initialing and dating the form presented and returning a copy of the form to the grievant.

7.4.4 All grievances must be filed not later than thirty (30) working days from the date on which the grievance arose or could reasonably have been discovered, whichever comes later, except those involving reappointment which must be filed within twenty (20) working days from the date on which the grievance arose or could reasonably have been discovered, whichever comes later.

For the purposes of the grievance procedure, working day is defined as any day on which classes are officially in session during the Fall and Spring semester, except Saturdays and Sundays.

7.4.5 The failure of an administrator at any level to communicate his decision to the grievant within the proper time limits shall permit the grievant to proceed to the next stage of the grievance procedure. The failure of the grievant to file his grievance within the time limits set forth in Sec. 7.4.4 above or to appeal any decision within applicable time limits set forth in the grievance steps shall bar consideration of, or further action on, the grievance.

7.4.6 The time limitations prescribed at each step of the grievance procedure may be extended only by mutual agreement of the parties in writing before the expiration of the time period for the applicable step.

7.4.7 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. When such hearings and conferences are held during class or working hours, all employees whose presence is required shall be excused for that purpose without loss of payment from the College.

7.4.8 Grievances presented at STEPS I and II shall be private unless the grievant, the Union, and the College all agree that the grievance be public.

7.4.9 At all steps of the grievance procedure, the grievant shall have the right to require the production of relevant records relating specifically to the particular grievance in question, upon reasonable notice to the supervisory administrator and the contract administrator. The College will attempt to provide documents in a timely fashion.

7.4.10 The grievance procedure shall be as follows:

7.4.11 STEP I: The grievance shall be presented to the Senior Administrator for the grievant's area with a copy to the President's Office or President's designee (and to the UCE if grievance is filed by an individual), who may rule upon the grievance or may designate a Department Chair or other designee to rule upon the grievance after consultation with the Senior Administrator. A written decision by the Senior Administrator (or his/her designee) shall be furnished to the grievant, with a copy to the Union, within ten (10) working days of receipt of the written grievance.

7.4.12 STEP II: If the grievance has not been resolved at STEP I, the grievant shall have the right within fifteen (15) working days following notice of the STEP I decision to appeal said decision to the President or President's designee. The appeal shall be in writing, and shall set forth the disposition of the grievance at STEP I. A hearing date shall be established within fifteen (15) working days of receipt of the appeal, and the grievant and the Union shall be notified of such hearing. Oral and written statements or arguments may be presented directly or through witnesses. The President or President's designee shall communicate his/her decision in writing to the grievant and the Union within fifteen (15) working days after completion of the hearing.

7.4.13 STEP III: If a grievance has not been resolved at the conclusion of STEP II, it may be submitted to arbitration pursuant to the voluntary labor arbitration rules of the American Arbitration Association within fifteen (15) working days after the receipt of the STEP II decision.

A copy of the notice of arbitration shall be given to the President of the College or President's designee and shall include a brief statement setting forth the issue or issues to be decided by the arbitrator.

The arbitrator shall be selected by the grievant and the President of the College or President's designee from a list of arbitrators submitted by the American Arbitration Association. The arbitrator's decision or award shall be final and binding in accordance with applicable law and shall not add to or subtract from or modify

this collective bargaining agreement. The costs and fees of such arbitration shall be borne equally so that the College shall pay one-half (1/2) and the other party or parties to the arbitration shall pay the other one-half (1/2).

Unless the arbitrator should otherwise require, the arbitration hearings shall be held at the College.

A union member shall not be permitted to go to arbitration if the Union has voted not to support the grievance.

## 8.0 REIMBURSEMENT OF CRIMINAL

### DEFENSE EXPENSES

8.1 In conformance with Article 126, Section 6309 of the New York State Education Law, the College will provide for reimbursement of defense costs incurred by employees upon acquittal or dismissal of criminal charges which arose from acts within the scope of the employee's duties. Payments for such costs shall commence at such time as agreed to by the College and the UCE of F.I.T.

## 9.0 GOVERNANCE

9.1 Administration/Union Relations. The President of the College or President's designee and the President of UCE/FIT shall confer at the request of either as their interests may require.

9.2 The faculty shall participate in the formulation of policy for graduate and undergraduate education in relation to curriculum, academic standards, student affairs, and tenure and promotion, through elected committees of the Faculty Association and shall make recommendations related to these matters to the President of the College, through the Vice President of Academic Affairs' Cabinet or other designee of the President.

## 10.0 ACTING AND TEMPORARY EMPLOYEES

10.1 A person in an acting capacity is one who works in the absence of a permanent employee for a given period of time.

10.2 Persons employed in temporary positions are those hired to cover emergency situations for a reasonable period of time.

10.3 Part-time employees with a minimum of three (3) years of service and all full-time employees who take acting positions will go back to their original or comparable positions as determined by mutual agreement by the parties to this contract when the permanent employee returns.

10.4 An acting or temporary employee newly hired to replace a permanent employee on leave, will be dismissed upon return of the permanent employee unless an opening may exist in a permanent position within the College for which such temporary or acting employee may be qualified. There is, however, no guarantee of employment.

10.5 Persons whose initial full-time employment is in an acting position may not be employed for a period in excess of two (2) years. These employees are not eligible to apply for other acting positions.

10.6 Non-tenured permanent employees may apply for acting positions if they have been employed by the College on a full-time basis for at least two years and have served in their current position for at least one year.

## 11.0 VOTING ELIGIBILITY

11.1 Faculty: A Department shall consist of any group of faculty members working under a Chair, Associate Chair, Director or any equivalent title.

11.2 Voting eligibility in Department matters shall be determined as follows:

\*All eligible voters must be in active status. For the purposes hereof, active status is defined as those employees receiving their regular compensation. For the purpose of Article 11 (Voting Eligibility), part-time day faculty shall mean all part-time faculty teaching week (Monday-Friday), and day (8 A.M.- 6 P.M.) courses. Those part-time faculty members who become full-time faculty shall retain all voting rights which have accrued to them. Those part-time faculty members who vote on initial appointment, reappointment or tenure may not be a candidate for that position or one which might become available as the result of a negative vote.

11.3 In the Student Affairs Division, for purposes of voting eligibility, a Department shall refer to any area with four (4) or more full-time faculty (or their part-time day equivalent) eligible to vote, as defined in Section 11.2. In the Student Affairs Division, any area with less than four (4) full-time faculty (or their part-time day equivalent) eligible voters shall, for the purposes of voting, expand to four (4) full-time faculty by the temporary addition of one (1) or more full-time faculty members from within the Student Affairs Division selected by written mutual agreement between the area and the Vice President of Student Affairs.

11.4 Only those qualified voters present at the time a vote is taken may vote. A majority of the full-time qualified voters of the Department constitutes a quorum. A majority vote of those present and voting shall decide each issue. A secret ballot must be used on all issues except "other matters."

Meetings that involve elections and Department Tenure and Promotion matters must have two (2) weeks notice unless there is a serious emergency -- in such event every effort will be made to contact each voting member personally.

## 12.0 DEPARTMENT CHAIRS, ASSOCIATE CHAIRS, AND

### ASSISTANT CHAIRS: TERM OF OFFICE AND ELIGIBILITY

12.1 All Department Chairs, Associate Chairs, and Assistant Chairs, except as excluded in Section 12.4 following, shall be nominated and elected by the Department in November for a three (3) year term and shall take office at the beginning of the Spring semester. Full-time faculty and part-time day faculty with Certificates of Continuous Employment shall be eligible to vote in such elections. Special elections shall be held for interim terms whenever necessary.



12.2 Those eligible for election to office of Chair, Associate Chair, and Assistant Chair, shall be all full-time tenured faculty within a Department who are in active status; however, the tenure requirement of this provision may be waived by a vote of two-thirds (2/3) of the Department.

12.3 All Department Chairs, Associate Chairs, and Assistant Chairs shall be subject to recall and replacement. A recall election may be called by the President of the College once per semester, or by the Department once per semester, except that a recall election may be called during the individual's first semester as Chair only with a mutual consent of the President of the College and the majority of the Department. The individual to be recalled shall be informed of the reasons with a copy to the Vice President of Academic Affairs and the President, not less than ten (10) working days prior to the recall vote. To implement recall, a written ballot and a two-thirds (2/3) majority vote of those qualified members present are required.

12.3.1 Should the administration desire recall of a Chair, Associate or Assistant Chair, the President or President's designee shall meet with the Department for consultation purposes. If the issue is not resolved, the President or President's designee shall ask for a Department recall vote. Should fifty-one percent (51%) or more of those qualified members present agree to the recall proposal, the referenced Chair is removed and a new election shall be undertaken to fill the unexpired term. Should fifty-one percent (51%) or more of those qualified members present not agree to the recall proposal, the President may appoint a mutually agreed upon college-wide committee as described under Section 37.1. The vote of this committee shall be binding. The administration may not call for a recall vote in any one Department more than once in an academic year.

12.4 For the first four (4) years of the existence of a new Department, the head of the Department shall be chosen by the President of the College. The President determines the released time. After the initial four (4) years, if the Department has fewer than three (3) full-time faculty members (or their part-time day equivalent), the head of the Department shall continue to be chosen by the President for one (1) year terms. If after the initial four (4) years, the Department has from three (3) to five (5) full-time faculty members (or their part-time day equivalent), the head of the Department will be elected as an Associate Chair. In a Department of six (6) or more full-time faculty members (or their part-time day equivalent), the head of the Department shall be elected as Chair.

12.5 In any currently existing Department of three (3) through five (5) full-time members (or their part-time equivalent), the head of that Department shall be designated as an Associate Chair. If after the initial four (4) years the Department has six (6) full-time members or more (or their part-time equivalent), the head of the Department shall be elected.

12.6 In addition to a Chair, whenever a Department has fifteen (15) or more full-time faculty members (or their part-time day equivalent), an election for an Assistant Chair may be held after authorization by the Dean of the Division and Vice President of Academic Affairs. If a Department has fifteen (15) full-time faculty members or more (or their part-time day equivalent), and does not already have an Assistant Chair, an Assistant Chair shall be elected.

12.7 Evening Coordinator(s)

- a. Chair has the right of refusal of the first seventy-five percent (75%) of the Evening Coordinator hours.
- b. Assistant Chair has the right of first refusal of the remaining twenty-five percent (25%) of the hours.
- c. If the Assistant Chair does not want all or a portion of the twenty-five percent (25%) of the hours, the Chair may take these hours.
- d. Any hours not taken by the Chair and Assistant Chair, will be granted to faculty of the Department based on an annual election by the appropriate faculty of the Department. More than one (1) individual may be

elected to receive Evening Coordinator hours. Specialized areas, as mutually agreed to by the Union and Administration, are excluded from the pool of hours. These hours are to be assigned by the Chair.

### 13.0 APPOINTMENT OF DIRECTORS

(AS LISTED IN 5.3)

13.1 The President shall appoint and/or reappoint such Directors (including Associate and Assistant Directors) who shall serve at his/her pleasure for a term not to exceed three (3) years. Prior to appointing or reappointing such Director the President or President's designee will consult with the Department.

13.2 The appointment and consultation process for Directors of Departments of four (4) or more qualified full-time members (or their part-time equivalent), shall be as follows:

a. All interested full-time faculty members in the Department may submit applications for candidacy stating their qualifications.

b. The Senior Administrator shall submit the name of a proposed appointee to the Department faculty.

c. An opportunity shall be provided the qualified faculty of the Department to discuss the Senior Administrator's proposed appointee.

d. The Senior Administrator's proposed appointee shall be submitted for a vote by secret ballot by the qualified faculty members of the Department. A faculty member may not become a self-proposed candidate for the term being considered if (s)he participates in the voting.

e. Unless the majority of the qualified faculty of the Department vote against the Senior Administrator's proposed appointee, his/her name shall be submitted to the President.

f. In the event of the rejection of the Senior Administrator's proposed appointee by a majority of the Department faculty, or by the President, the Senior Administrator will submit an alternate candidate.

g. Upon receipt of the name of the Senior Administrator's proposed appointee, and prior to the faculty's discussion of the appointee, the faculty shall designate, by majority vote, one of its members to prepare an explanation of the Department discussion and decision, if the decision is to reject the appointee. The explanation shall be submitted to the President, Senior Administrator, and rejected proposed appointee.

h. In the instance of a vacancy and/or pending the appointment of a successor in the foregoing manner, the President may appoint an acting Director for a period of ninety (90) working days or one (1) semester.

i. For the purpose of Article 13 (Appointment of Directors), a faculty member qualified to vote is one who has been a full-time member of the Department for one (1) year (or the part-time or combined full and part-time equivalent, who is not in an acting or temporary position) prior to the vote being taken.

j. The foregoing process shall be initiated within sixty (60) working days before the term of a Director expires or following the occurrence of a vacancy in the position.

13.3 When filling any of the above mentioned titles, every effort shall be made to give consideration to all qualified candidates from within the College.

13.4 Moreover, with regard to these positions, the President shall consult with the appropriate committee of the Faculty Association with respect to the effectiveness of the performance within these positions for the first three (3) years of an individual's appointment and at the end of each succeeding three (3) year period.

13.5 When a Director (such Directors as listed in 5.3) is appointed who does not have tenure, evaluation for reappointment and tenure will be handled by a committee appointed by the President, composed of two (2) administrators, two (2) faculty members, and one (1) faculty member from the Department. This committee will make recommendation(s) to the President. The President's decision is final. If any Director vacates his/her position or is not reappointed, the Department cannot add a full-time line.

#### 13.13.0 APPOINTMENT OF ACADEMIC

##### ADMINISTRATORS

13.13.1 Initial appointment to academic positions with the title of Vice President and Dean, or positions of equal or greater rank that may be established, shall be made by the President after consultation with a search committee of the Faculty Association. All Deans (including Associate Deans and Assistant Deans) serve at the pleasure of the President of the College.

13.13.2 When filling any of the above mentioned titles, every effort shall be made to give consideration to all qualified candidates from within the College.

13.13.3 Moreover, with regard to these positions, the President shall consult with the appropriate committee of the Faculty Association with respect to the effectiveness of the performance within these positions for the first three (3) years of an individual's appointment and at the end of each succeeding three (3) year period.

#### 14.0 PERSONNEL FILES

14.1 All evaluation reports, letters of reference, and other comparable personnel documents relating to any individual covered by this contract, shall be kept in the individual's personnel file within the Office of Personnel Administration. No other personnel file shall be maintained. Whenever an item is placed in an individual's personnel file, the Office of Personnel Administration shall within five (5) working days, notify the individual.

14.2 If an employee believes that material in his/her file contains an incorrect statement of facts, the employee may file a grievance. Pending the disposition of a grievance concerning inclusion of material in a personnel file, the material shall not be contained therein.

14.3 Information placed in an employee's personnel file shall be limited to matters affecting official responsibilities, academic and professional achievement.

14.4 Any matter which has not been put in writing forty-five (45) working days from the time of its occurrence or from the time it could reasonably have been discovered may not be later added to the file of an employee.

14.5 Notwithstanding the above, observation and evaluation reports must be put in writing within ten (10) consecutive (excluding weekends and holidays) days from the date the observation was made, unless an extension is granted upon mutual consent of the College and the Union. Reports shall be signed by the

individual observed and the employee shall be permitted to file a written reply to any portions of such reports to which the employee may take exception. All written replies shall be attached to the copy of the observation or evaluation report placed in the employee's personnel file, and a copy of these replies shall be given to the observer within ten (10) days of the date of placement in the employee's personnel file.

14.6 Individual personnel files shall be confidential, but individuals shall have the right to review his/her own personnel file in the presence of a representative of the Office of Personnel Administration during business hours upon reasonable notice. An individual may be accompanied by an adviser of his/her own choice. An employee may, in writing to the Office of Personnel Administration, authorize another employee to view his/her file.

14.7 The President of the College or President's designee and the Vice President of Academic Affairs shall have access to all personnel files. Whenever the President or President's designee or the Vice President of Academic Affairs obtains access to a personnel file, the employee shall subsequently be advised within five (5) work days. Upon prior notice to the employee, a Senior Administrator may review the personnel file of the employee in his/her jurisdiction in which event the employee will be given the opportunity to be present upon review of the file. The date and purpose of the file review shall be noted in the file.

14.8 Every grievance and its disposition shall be filed in the grievant's personnel file and a copy placed in the personnel file of the employee against whom the grievance is directed.

#### 15.0 APPOINTMENT: FACULTY

15.1 All appointments to full or part-time faculty positions at any rank, exclusive of appointments of Directors or Administrative Heads in non-classroom faculty Areas, shall be made by the President of the College after having been reviewed by the qualified voters of the Department or Area, the Division Dean and the Vice President of Academic Affairs. The recommendation to the President of the College for appointment shall be made by a majority of the qualified voters of the Department and shall be accompanied by the recommendation of the Division Dean and Vice President of Academic Affairs.

15.2 If a candidate is being considered for a rank higher than the first step of Instructor, and the majority vote is for approval, the candidate's name, together with the Division Dean and the Vice President of Academic Affairs recommendations shall be sent to the College-wide Tenure and Promotion Committee for consideration and recommendation to the President. Such recommendation of the College-wide Tenure and Promotion Committee shall be submitted not later than five (5) working days, if possible, after receipt of the information from the Department.

15.2.1 When an adjunct faculty member is appointed to a full-time position, those adjunct faculty who have earned between seventy-two (72) and one hundred forty-three (143) hours shall automatically go to step "1" if there is a step "0" or to step "2" if there is no step "0", upon receiving a full-time appointment. Those faculty who have earned one hundred forty-four (144) hours and above shall automatically go to step "2" if there is a step "0" or to step "3" if there is no step "0".

15.3 If a candidate is hired during the months of June, July, August or during Winterim, or at any time when no regular session of the College is being held, a faculty member shall not be hired beyond one (1) semester until after all of the procedures set forth hereinabove shall have been completed.

15.4 Whenever a full-time position becomes available, part-time faculty on the Department's Assignment of Program list (see Assignment of Program Section) shall be notified and have the right to apply and be considered. If a part-time faculty member with seniority is by-passed, (s)he upon written request directed to the Department Chair shall be provided in writing a summary of the Department's decision as to his/her application.

15.5 In the event that full-time classroom faculty appointments to fill a proven emergency must be considered during an academic vacation or intersession, or emergency part-time appointments during registration periods, it shall be the responsibility of the Department Chair (or designee) to make every effort to consult with as many voting members of the Department as possible and with the Dean of the Division and the Vice President of Academic Affairs, if possible, and an appointment recommendation shall be conveyed to the President on the basis of a majority vote of the voting members of the Department who are available.

## 16.0 JOB POSTING

16.1 All openings for full-time and part-time day and evening positions for staff, classroom assistants and non-classroom faculty positions must be posted and/or circulated. Vacant or acting positions within a Department may be filled from within the Department without posting. Any vacancy that will not be filled from within the Department shall be posted.

16.2 Employees shall have a period of five (5) working days to apply after the date of general distribution.

16.3 All qualified College employees, who apply within the five (5) day period must be interviewed first; and, if none are found suitable, the position may then be filled from other sources.

16.4 An employee who accepts any transfer will continue to be assigned to such position only after having successfully completed a probationary period, during which probationary period the employee may be involuntarily returned to his/her former position, without prejudice. Such probationary period shall expire after three (3) months service in the position during either the Fall or Spring academic semester excluding recess period. The total probationary period shall not exceed five (5) months unless extended by employee absence. The supervisor may decide to include recess periods in the probationary period. Part-time employees shall be covered by the provisions of this clause only after completing four (4) years of service.

## 17.0 REAPPOINTMENT, TENURE & JOB SECURITY:

### FACULTY AND CLASSROOM ASSISTANTS

17.1 The use of the word "evaluation" in this Section shall refer to an evaluation of the individual's total performance and contribution to the College. For classroom faculty, evaluation shall always include classroom observations as one method of evaluating the individual's performance. For faculty and classroom assistants evaluations shall always include peer and student classroom evaluations or equivalent peer observations where classroom observations are not applicable as one method of evaluating the individual's performance.

17.2 It shall be the responsibility of the Department Chair or Director to arrange for all new faculty members and classroom assistants to be evaluated and a report of the evaluations made to the Department before the end of the third month of service. The Department Chair or Director shall arrange that observation assignments be balanced among all tenured members of the Department, and that no faculty member shall be observed by the same person more than once in one (1) semester. Only one observer may be present at any one time. Notice of at least one (1) week shall be given to the person being observed. Evaluations in newly-created Departments shall be done by a Departmental Tenure and Promotion Committee as provided for at Section 24.3.5.

17.2.1 A faculty member who is assigned and conducts a classroom observation of an evening and/or weekend course shall be compensated at one-half (1/2) his/her hourly teaching rate. No more than two (2) observations per semester shall be required of any faculty member during evening and/or weekend hours without the consent of the faculty member.

An observation shall be deemed to require two (2) hours work. To be paid, the faculty member must spend a minimum of fifty (50) minutes in the classroom engaged in the observation.

17.2.2 A third observation will be required if two (2) peer observations are conflicting (done in the same semester) or peer observations and student evaluations are conflicting (done the following semester). The third observation will be done by either a faculty member or Chair.

17.3 Full-time non-tenured faculty and classroom assistants shall be observed at least twice per semester in their first year of service and at least once per semester thereafter, and at least twice per semester if in the second semester the vote was approved with reservations. During the first eighteen (18) months qualified members of the Department (excluding the candidate) shall vote for one of the following options: to recommend

- (a) Reappointment with unqualified approval (requires two-third (2/3) majority vote);
- (b) Reappointment with reservations (requires simple majority vote);
- (c) Non-reappointment (requires simple majority vote).

During the second eighteen (18) months each qualified voter in the Department shall have only one (1) of the following two (2) options: to recommend

- (a) reappointment; or
- (b) non-reappointment.

A simple majority vote shall be sufficient to constitute a recommendation of appointment or non-reappointment.

17.4 All Department votes and supporting material regarding reappointment shall be forwarded by the Departmental Tenure and Promotion Committee with the appropriate Dean's recommendation to the College-wide Tenure and Promotion Committee. The College-wide Tenure and Promotion Committee shall review only those votes for reappointment with reservations or for non-reappointment for the third, fourth and fifth semesters.

17.5 Approval with reservations and recommendations for non-reappointment shall be accompanied by a written statement by the Department Tenure and Promotion Committee to the College-wide Tenure and Promotion Committee with a copy to the candidate and to the President of the College.

17.6 If the Department votes for non-reappointment during the Fall semester, the candidate shall be notified on or before December 1st; if the Department votes for non-reappointment at the end of the Spring semester, the candidate shall be notified on or before May 1st. All reappointed non-tenured and non-certified faculty members and classroom assistants shall be reevaluated every semester before May 1st (or December 1st) and the resulting recommendations reported to the College-wide Tenure and Promotion Committee.

17.7 Anyone who has satisfied the requirements for tenure (unless these requirements are waived by the President), has completed three (3) consecutive years of full-time service and is reappointed on a full-time basis for a fourth year, receives tenure.

17.8 Anyone who has completed three (3) consecutive years of service and has been denied tenure cannot be employed on a part-time basis unless (s)he is already certified. Time spent in non-tenure bearing positions shall not accrue towards tenure.

17.9 It shall be the responsibility of the Division Dean to ascertain and assure that the Department and Departmental Tenure and Promotion Committees perform the responsibilities assigned above within the time limits. The Faculty Services Office shall prepare a list of those in their first, second, and third years of employment and shall forward that list to both the Chair of the College-wide Tenure and Promotion Committee and to the Chair of the applicable Departmental Tenure and Promotion Committees.

17.10 Before granting credit for prior service towards tenure, the President of the College shall have available for his review an evaluation by the Department, the Division Dean, the Vice President of Academic Affairs and the College-wide Tenure and Promotion Committee of the individual's prior service in an accredited institution and/or his/her industrial experience. The foregoing also applies to staff members and classroom assistants transferring to faculty status.

17.11 If tenure is not recommended by the College-wide Tenure and Promotion Committee and the President chooses to recommend tenure, (s)he shall meet with College-wide Tenure and Promotion Committee and Vice President of Academic Affairs and state his/her reason(s).

#### 17.17.0 STUDENT EVALUATION OF FACULTY WITH TENURE OR

##### CERTIFICATE OF CONTINUOUS EMPLOYMENT

17.17.1 Under the auspices of Faculty Services, each tenured and CCE'd faculty member shall have student evaluations taken once every two (2) years. These evaluations are for the faculty members' use only and shall be given to them when the semester is completed. No other copies are to be made or to be seen by other persons.

#### 18.0 APPOINTMENT, EVALUATION, JOB SECURITY OF FACULTY TEACHING

##### NON-DEPARTMENTAL OR INTER-DIVISIONAL COURSES

18.1 The Dean(s) of the Division(s) shall appoint a three (3) member faculty committee from the appropriate Division(s) to function as a Departmental Tenure and Promotion Committee following all procedures outlined in Section 17:

(a) When inter-divisional, by the Deans of the appropriate divisions and the Vice President for Academic Affairs;

(b) When intra-divisional, by that Division's Dean; and

(c) When non-departmental, by the Dean(s) of the appropriate Division(s).

## 19.0 JOB SECURITY FOR PART-TIME FACULTY

### & PART-TIME CLASSROOM ASSISTANTS

19.1 All part-time classroom faculty who have completed seventy-two (72) hours of part-time service, including a minimum of fifty (50) hours in any one Department, and have been reappointed for a seventy-third (73rd) hour, shall automatically be granted a Certificate of Continuous Employment.

Part-time non-classroom faculty shall be granted a Certificate of Continuous Employment after having completed three thousand two hundred (3200) hours of continuous service.

Part-time classroom assistants shall be granted a Certificate of Continuous Employment after having completed three thousand two hundred (3200) hours of continuous service.

However, in no case shall a Certificate of Continuous Employment be granted prior to the completion of three (3) years. The procedures to be followed in the granting of these Certificates shall parallel those followed in the granting of tenure to full-time faculty. Hours of part-time service counted for the purpose of granting a Certificate of Continuous Employment shall not be counted again for the granting of another Certificate of Continuous Employment.

19.2 A part-time faculty member who has refused an offered assignment in a Department for four (4) consecutive offerings in different semesters (Fall/Spring), shall be terminated in that Department, except that one (1) semester extension may be granted upon the mutual agreement of the Division Dean and the Department. Any subsequent employment shall be without prior service credit except that upon recommendation by the Department and Division Dean and approval of the Vice President for Academic Affairs, an employee may be granted any portion of or all prior service credit.

19.3 Part-time faculty and part-time classroom assistants shall be observed and evaluated at least once a semester for the first six (6) semesters and at least once a year thereafter until the part-time person attains a Certificate of Continuous Employment. Observations shall be performed by tenured full-time faculty members and may include Chairs and Directors. Evaluations in newly created Departments shall be done by a Departmental Tenure and Promotion Committee as provided for at Section 24.3.5. The Department Chair or Director may in consultation with the Department Tenure and Promotion Committee assign part-time faculty members of a Department holding a Certificate of Continuous Employment to observe non-certified faculty members. No person shall be observed by the same person more than once per semester. Notice of at least one (1) week shall be given to a person being observed.

For the first thirty-six (36) hours of teaching by a part-time faculty member, each qualified voter in the Department shall have one of the following options: to recommend

- (a) unqualified approval (requires two-third (2/3) majority vote);
- (b) approval with reservations (requires simple majority vote); or
- (c) non-reappointment (requires simple majority vote).

19.4 After the completion of thirty-six (36) teaching hours or two (2) calendar years by a part-time faculty member, whichever comes later, each qualified voter in the Department shall have one of the following options: to recommend

- (a) approval; or



(b) non-reappointment.

19.5 A two-thirds (2/3) majority vote is required for unqualified approval to reappoint. A majority vote, which is less than two-thirds (2/3) shall constitute an approval with reservations. Approval with reservations after the completion of thirty-six (36) teaching hours shall be accompanied by a written statement by the Department Tenure and Promotion Committee to the College-wide Tenure and Promotion Committee, with a copy to the candidate.

19.6 If the Department votes for termination at the end of the Fall semester, the candidate shall be notified on or before December 1st. If the Department votes for termination at the end of the Spring Semester, the candidate shall be notified on or before May 1st.

19.7 Prior to the completion of thirty-six (36) teaching hours or two (2) calendar years by a part-time faculty member, whichever is later, reappointment may be denied by the Department for such reasons as the Department deems sufficient.

19.8 After the completion of the above specified period, a vote of non-reappointment shall be accompanied by a written statement of the reasons for the vote by the Department Tenure & Promotion Committee to the College-wide Tenure and Promotion Committee with a copy to the candidate and the President of the College or President's designee.

19.9 Part-time classroom assistants and non-classroom faculty who take a full-time job at the College will start on the second step if they have three (3) years part-time experience at the College and work fifteen (15) or more hours per week. An employee will start on the third step if they have six (6) years part-time experience at the College and work fifteen (15) or more hours per week. An employee who works under fifteen (15) hours per week will be placed on a step at a pro-rated basis. No part-time employee will be hired above the third step. When a zero(0) step exists under the Municipal Coalition Agreement, it shall be considered the first step, step 1 (1) will be counted as step two (2), and step two (2) will be counted as the third step for this provision.

## 20.0 REAPPOINTMENT, TENURE, CCE AND JOB SECURITY:

### STAFF, FULL-TIME AND PART-TIME

20.1 During the first six (6) months of employment, the employee may be terminated by the Supervisor after consultation and review by the Office of Personnel Administration.

20.2 During the first twelve (12) months of employment, the Supervisor shall complete at least one (1) evaluation within each four-month period.

20.3 During the following twenty-four (24) months of employment, the Supervisor shall complete at least one (1) evaluation within each six (6) month period. An employee may be terminated with notice following any negative evaluation after review and consultation with the Office of Personnel Administration.

Individuals employed full-time for at least one (1) year shall receive one (1) week's notice of termination or one (1) week's pay. Individuals employed full-time for at least two (2) years shall receive two (2) weeks' notice of termination or two (2) weeks' pay. No notice of termination will be given in cases of misconduct or criminal activity. The College shall have the option of notification or payment.

20.3.1 The employee shall have the right to respond in writing within ten (10) working days to any part of the evaluation. This response shall be attached to the evaluation before it is forwarded to the Senior

Administrator and the Office of Personnel Administration. The response shall be placed in the employee's personnel file along with the evaluation.

20.4 Following thirty-six (36) months continuous full-time employment, if the employee is reappointed, tenure shall be granted. Tenure may not be granted in an acting position but shall be granted in the previously held permanent position. Time worked in non-tenure bearing titles shall not accrue towards tenure.

20.5 The tenure of all classified staff employees shall continue to be effective in any and all staff positions to which they may thereafter be permanently promoted or permanently transferred. For any tenured employee, who serves in a particular acting position for three (3) years or more and is subsequently returned to his/her original position, first consideration will be given to that employee for a comparable position to the vacated acting position; said consideration is to be given after members of the Department involved are considered and before said position is posted.

20.6 For the purposes of this article a part-time employee is one who does not hold a full-time job in the College.

20.6.1 Evaluations shall be made on all part-time employees at least twice a year.

20.6.2 Prior to obtaining a Certificate of Continuous Employment, part-time employees may be terminated with notice following any negative evaluation after review and consultation with the Office of Personnel Administration.

20.6.3 A Certificate of Continuous Employment for part-time employees shall be granted after five thousand four hundred sixty (5,460) part-time hours.

20.7 If the College brings in new equipment or machinery for which employees have to be retrained, the College will undertake to provide this training.

20.8 In the event a position is abolished or discontinued, every effort shall be made to assign its holder to another position of equal rank for which (s)he may qualify, if it is available. Seniority shall govern in the offering of vacant positions to those whose positions have been abolished or discontinued. However, in applying the principle of seniority, assignments shall be made first to positions of a similar classification. Following such assignments, vacancies in lower classifications shall be offered in order of seniority. The employee shall be offered any position which is vacant in a lower classification for which (s)he may qualify and remain frozen at his/her former salary step until the salary schedule for his/her new job exceeds the salary step at which (s)he was frozen.

20.9 Whether or not the employee accepts the lower position, (s)he shall nevertheless be placed on a preferred employment list for appointment to any new position for which (s)he may be qualified and which is equal in rank and salary to that which was discontinued. The names of such persons shall remain on the preferred list for three (3) years. The College agrees to make all reasonable effort to notify such persons by certified mail, at their last known address, of available positions. Upon notification having been made, they shall have ten (10) working days in which to respond. First consideration shall be given to those who respond from the eligibility list. All such persons shall have the right to refuse any position offered by the College administration and remain at the same level on the preferred eligibility list. They shall retain all seniority earned at the College. Seniority shall determine the level at which such employees are to be placed on the preferred eligibility list. Upon reemployment, the employee shall be placed on the next salary increment step beyond the step which was completed at the time the employee's services were terminated. In the event an individual with lesser seniority is proposed for reemployment, the Office of Personnel Administration shall consult with the Union before making the final decision to recommend for reemployment. After the above procedure has exhausted the preferred eligibility list, full-time positions

will initially be offered to full-time staff, and thereafter, to part-time staff employed in the College in accordance with the procedure outlined in the Section, "Job Posting."

## 21.0 ASSIGNMENT OF PROGRAM:

### CLASSROOM FACULTY

21.1 The three (3) types of Assignment of Program lists (hereinafter referred to as "AOP" lists) shall be established and maintained by Faculty Services and available in the Department offices.

21.1.1 For the selection of any course given in the evening and/or weekend, one (1) combined AOP list shall be compiled which will include all teaching experiences at the College in one Department -- day, evening, Winterim, summer session, and Summerim. This is the "A" list.

21.1.2 For the selection of part-time day session classes, an AOP list shall be compiled that includes only part-time day teaching experience and prior full-time teaching at the College in one (1) Department. This is the "B" list.

21.1.3 For the selection of full-time day session programs, an AOP list shall be compiled that includes all full-time and part-time day session teaching at the College in one (1) Department during the Fall and Spring semester. This is the "C" list.

21.1.4 Department Chairs will post and distribute faculty assignments to all Department faculty on the AOP lists immediately after completion of the course selection process.

21.1.5 No one who is or becomes full-time in one (1) Department may continue to claim a place on the full-time AOP list of another Department, but (s)he shall not lose any hours of accumulated AOP ranking credits in the determination of his/her place on the list of the Department in which (s)he is or becomes full-time.

21.2 A Department may, by majority secret ballot, vote to deny a full-time or part-time faculty member a course or courses chosen by the AOP list rankings method. Such decision may be made only if the Department judges that the specific requirements of the course(s) are not being met, or the educational needs and purposes of the Department will not be served, or if the educational background and/or industry experience of the faculty member does not meet the needs of such an assignment.

In addition, after the completion of course selection by the Department, the assignments shall be reviewed by the Divisional Dean who may challenge any selection. If the Dean and Chair or Coordinator agree to challenge an assignment, it will be referred to the Department where a majority vote will be necessary to deny the faculty member's choice based on the criteria stated in the above paragraph. If the Dean and Chair or Coordinator cannot reach an accord, the assignment will be referred to the Department where a sixty percent (60%) vote is needed to deny the assignment based on the criteria stated in the above paragraph.

21.2.1 For full-time and part-time faculty, if registration (excluding any pre-registration time period) requires a Department to either add or cancel classes, reassignment of programs shall be within the discretion of the Department Chair beginning on the first day of regular registration, in consultation with the affected faculty member(s) wherever possible. If there is disagreement between the Chair and faculty member(s), it is clearly understood that the Chair has the sole prerogative of reassignment of the teaching schedule to the faculty members.

In addition, for all faculty, when a faculty member states that (s)he cannot fulfill a program assignment after course selection has been completed in the Department, the reassignment of programs shall be within the discretion of the Department Chair.

### 21.3 Full-time Day Assignments:

21.3.1 Preference in assignments shall be governed primarily by an individual's ranking on his/her Department's AOP list (Section 21.1.3), except that Department Chairs, and those Associate and Assistant Chairs, who teach no more than six (6) hours, shall have preference over all others.

21.3.2 Full-time faculty shall have preference over part-time faculty in program assignments.

21.3.3 All full-time faculty in the Department shall receive full assignments, including any hours owed, before classes may be assigned in said Department to part-time faculty. If a full-time faculty member owes teaching hours during a Fall or Spring semester and it is impossible to give the faculty member a full program, including hours owed, during the day hours, the faculty member, with his/her approval, may be assigned evening teaching assignment hours as part of his/her regular program during that semester. The appropriate Divisional Dean will pay back to a faculty member the number of hours owed. Conversely, the faculty member will make up to the College the number of hours owed.

### 21.4 Part-time Assignment:

21.4.1 Except when a full-time faculty member owes hours to the College, no additional sections or extra hours in the day may be assigned to any full-time person if there is a part-time person on the Department AOP list who is qualified and available for the assignment. In the event a Department's total program is unbalanced over the academic year, a full-time faculty member may accept an overload in one (1) semester, compensated by an underload in the following semester.

21.4.2 The order of selection for the "B" AOP list shall be as follows:

1. Part-time faculty who have 175 hours or more on the "B" list select one course in AOP order;
2. Next, retirees (who were full-time at retirement) select one course;
3. Next, part-time faculty who have 175 hours or more on the "B" list select a second course in AOP order;
4. Next, part-time faculty other than retirees, with fewer than 175 hours make one selection in AOP order;
5. Then, return to the top of the AOP list.

The above is effective upon the ratification of this contract.

However, if an individual selects an assignment of seven (7) or more hours on the first round of selections, (s)he may not make another selection until all individuals on the "B" AOP list have selected two (2) courses not exceeding a total of seven (7) hours. Once an individual has declined an assignment for any semester, (s)he may not later assert a claim on an assignment for that semester unless everyone on the list who claims an assignment has received one. In the event an assignment is canceled because of inadequate registration or changes in curriculum, a person may exercise his/her AOP ranking privilege if (s)he is left with no assignment or with fewer assignments than someone with lower ranking on the AOP list.

21.4.3 Prior to each semester, the Divisional Dean, after receiving recommendations from the appropriate Department Chair, shall designate the number of teaching assignments available within each Department. A teaching assignment may consist of a complete course or all the lecture contact hours of a course or all the

laboratory/studio hours of a course. Whenever the lecture and laboratory/studio hours of a course are split into two (2) teaching assignments, it shall be done only for educational need or lack of qualified personnel or lack of full-time faculty lines. Both parties agree that splitting a course due to a lack of full-time faculty is not educationally desirable.

21.4.4 Part-time faculty whose employment commenced prior to June 1, 1997, shall be added to the Departmental AOP list only after the faculty member has completed twenty-four (24) contact hours. Part-time faculty whose employment is on or after June 1, 1997, shall be added to the Departmental AOP lists only after the faculty member has completed forty-eight (48) contact hours. The name of any individual not full-time in any Department shall be removed from the AOP lists (A&B) if (s)he has declined an offered assignment for four (4) consecutive semesters. The requirement to accept an assignment may be fulfilled by teaching in any of the following sessions: part-time day, evening, weekend, or Winter-Summerim/Summer. An extension of one (1) semester may be granted upon the mutual agreement of the Division Dean and the Department. Any subsequent employment shall be without prior service credit except that upon recommendation by the Department and Division Dean and approval of the President an employee may be granted any portion or all prior service credit.

21.4.5 Day substitution hours should be first offered by the Department Chair to qualified part-time faculty on the AOP list, whenever possible.

21.5 Evening and/or Weekend Assignments Excluding Summer, Summerim and Winterim:

21.5.1 The above assignments shall be distributed according to the AOP list of the Department as specified in Section 21.1.1 above.

21.5.2 As the name of each part-time faculty member on AOP list (Section 21.1.2) is reached in order of ranking, the individual may select one (1) assignment for which (s)he is deemed qualified from among the unfilled assignments. The procedure continues through the list again, if necessary, until all assignments are filled; however, if an individual selects an assignment of seven (7) or more hours on the first round of selections, (s)he may not make another selection until all individuals on the AOP list have selected two (2) courses not exceeding a total of seven (7) hours. Once an individual has declined an assignment for any semester, (s)he may not later assert a claim on an assignment for that semester unless everyone on the lists who claims an assignment has received one.

21.5.3 Prior to each semester, the Dean of each Division, after receiving recommendations from the appropriate Department Chair, shall designate the number of teaching assignments available within each Department. A teaching assignment may consist of a complete course or all the lecture contact hours of a course or all the laboratory/studio hours of a course. Whenever the lecture and laboratory/studio hours of a course are split into two (2) teaching assignments, it shall be done only for educational need or lack of qualified personnel or lack of full-time faculty lines. Both sides to the contract agree that splitting a course due to lack of full-time faculty lines is not educationally desirable.

21.5.4 In the event an assignment is canceled because of inadequate registration or changes in curriculum, an individual may exercise his/her AOP ranking privilege if (s)he is left with no assignment or with fewer assignments than someone with lower ranking on the AOP list.

The name of any individual not full-time in any Department shall be removed from the AOP lists (A&B) if (s)he has declined an offered assignment for four (4) consecutive semesters. The requirement to accept an assignment may be fulfilled by teaching in any of the following sessions: part-time day, evening, weekend, or Winterim-Summerim/Summer. An extension of one (1) semester may be granted upon the mutual agreement of the Division Dean and the Department. Any subsequent employment shall be without prior service credit except that upon recommendation by the Department and Division Dean and approval of the President an employee may be granted any portion or all prior service credit.

21.5.5 When computing ranking as specified in Section 21.1.1 above for the combined AOP list, supervisory time in the evening shall be accrued as teaching experience.

21.5.6 Upon retirement, a full-time faculty member shall retain his/her accrued AOP ranking credits for part-time assignments.

#### 21.6 Teaching Hour Limitations

21.6.1 Full-time faculty shall not be permitted to have more than two (2) classroom assignments or eight (8) class or supervisory hours per week on evenings and/or weekends, except as the College may require.

21.6.2 All part-time faculty members employed prior to the start of the Fall, 1978 semester, shall be limited to no more than twenty (20) hours of combined day and evening teaching with no more than three (3) assignments including evenings and/or weekends.

21.6.3 All part-time faculty members whose employment commenced on or after the start of the Fall, 1978 semester, shall be limited to a maximum of sixteen (16) hours of combined day and evening and/or weekend teaching with no more than three (3) assignments taught in the evening and/or weekend except by mutual agreement between the College and Union.

21.6.4 All part-time faculty members whose employment commenced on or after June 1, 1997, shall be limited to a maximum of six (6) day hours and no more than twelve (12) hours combined day, evenings and weekends.

A part-time day faculty member employed prior to June 1, 1997 may not teach more than eleven (11) day hours a week.

#### 21.7 Discretionary Department Part-Time Assignments (Fall & Spring Semesters)

21.7.1 Upon recommendation of the Department Chair, the Department may by majority secret ballot exclude from the AOP system any specialized courses so that the Chair may assign such courses in order to fulfill the needs of the Department. Such action must be approved by the Divisional Dean.

21.7.2 After the first selection under the AOP system, the Chair may exercise discretionary authority to assign sections to new and/or existing faculty who have sixty (60) or fewer teaching hours subject to the Dean's approval.

New faculty appointed under this discretionary provision shall be evaluated by the Department during the first semester and prior to any subsequent reappointment.

21.7.3 The total of sections assigned and/or excluded as above provided may not exceed ten percent (10%) or six (6) sections, whichever be the lesser, of the Department's part-time day and evening and/or weekend sections for the applicable semester, with a minimum of one (1) section.

#### 21.8 Summer/Summerim Session and Winterim Assignments

21.8.1 Summer/Summerim sessions and Winterim assignments shall be distributed according to the AOP list of the Department as specified in Section 21.1.1 above.

Summer and Summerim classes, both day and evening, shall be considered as a single entity for AOP purposes. Winterim, both day and evening, shall be considered as a single entity for AOP purposes.

21.8.2 The procedure to be followed in determining Summer/Summerim session and Winterim teaching assignments shall be the same as the procedures described at Section 21.1.1.

21.8.3 Prior to each Summer/Summerim session and each Winterim, the Divisional Dean, after receiving recommendations from the appropriate Chair, shall designate the number of teaching assignments available within each Department. A teaching assignment may consist of a complete course or all the lecture contact hours of a course or all the laboratory/studio hours of a course. Whenever the lecture and laboratory/studio hours of a course are split into two (2) teaching assignments, it shall be done only for educational need, or lack of qualified personnel, or lack of full-time faculty lines. Both parties agree that splitting a course due to a lack of full-time faculty lines is not educationally desirable.

21.8.4 As a name is reached in order of AOP ranking, each individual on the combined list may select one (1) assignment for which that individual is deemed qualified, as previously defined, from among the unfilled assignments. The procedure continues until all assignments are filled. Once an individual has declined an assignment for a semester, that individual may not later assert a claim on an assignment for that semester unless everyone on the list who claims an assignment has received one.

In the first round of course selection, full-time and part-time faculty on the A-AOP list shall have first preference over retirees for selecting day summer, Summerim and Winterim courses. Retirees shall choose in AOP order on the second round.

21.8.5 In the event an assignment is canceled because of inadequate registration or changes in the curriculum, an individual may exercise his/her AOP ranking privilege if (s)he is left with no assignment or with fewer assignments than someone with lower ranking on the AOP list.

Faculty who chose international courses for Winterim, Summer or Summerim shall be excluded from the AOP reassignment process for that semester. Thus, once instructors have chosen international assignments they will not be subject to another faculty member, who has lost a course, claiming an international study course previously assigned.

The name of any individual not full-time in any Department, shall be removed from the AOP lists (A&B) if (s)he has declined an offered assignment for four (4) consecutive semesters. The requirement to accept an assignment may be fulfilled by teaching in any of the following sessions: part-time day, evening, weekend, or Winter-Summerim/Summer. An extension of one (1) semester may be granted upon the mutual agreement of the Division Dean and the Department. Any subsequent employment shall be without prior service credit except that upon recommendation by the Department and Division Dean and approval of the President an employee may be granted any portion or all prior service credit.

21.8.6 All individuals affected by a reduction in the part-time faculty shall be placed on a Departmental preferential rehiring list, established by AOP ranking. Each person shall be responsible for securing information about his/her position in order to be considered by the Department. Any name on the Departmental preferential rehiring list shall be removed after three (3) years if no assignment has been applied for and accepted.

21.9 The terms and conditions of employment for faculty teaching in a distance learning program will be consistent with the conditions set forth in the Collective Bargaining Agreement.

For the life of this contract, there will be no reduction in the number of employees and/or sections available to faculty on campus as a direct result of the college's participation in a distance learning program.

Any changes in terms and/or conditions of employment resulting from the use of distance learning must be mutually agreed upon by the College and the Union. During the life of this contract, discussions related to the use of technology will continue.

A current course adapted and developed by a faculty member for delivery by distance learning will be subject to the "new course" provisions of the Contract.

## 22.0 ASSIGNMENT OF PROGRAM: NON-CLASSROOM FACULTY

### AND CLASSROOM ASSISTANTS

22.1 Work assignments shall be compact and each day's schedule shall run consecutively.

22.2 When extra work hours are scheduled, full-time employees within the Department shall have first right of refusal based upon their length of full-time day and extra hours service providing they are considered by the Supervisor to be qualified and suitable for such extra work. The number of extra hours per week which may be worked by an individual are limited to eight (8) hours per week, except as the College may require. Notwithstanding any provisions herein to the contrary, these sections shall not constitute a guarantee of regular extra hours assignments.

22.3 Preference in assignments shall be governed primarily by length of service at the College. Full-time members of the non-classroom faculty and classroom assistants shall have preference over part-time members in program assignments.

22.4 A Department may, by majority secret ballot, vote to deny a member an assignment chosen by the guidelines above described. Such decision may be made only if the Department judges that the member is not qualified or the specific requirements of the course are not being met, or the educational needs and purposes of the Department will not be served by such an assignment.

22.5 The maximum program for part-time non-classroom faculty and part-time classroom assistants working either day and/or evening shall be no more than twenty-two (22) hours or as the College may require.

## 23.0 NEPOTISM

23.1 Individuals related to each other by affinity or consanguinity will not be hired to work in the same Department, or to occupy any position that may cause one to affect or have influence over the status, activities or working conditions of the other, including, but not limited to, work assignments and voting on tenure or promotion.

23.2 Individuals related to each other by affinity or consanguinity who were employed in the same Department before April 26, 1988, may retain the position they held as of that date, but may not move into any other position in that Department. Neither of the related individuals may participate in any Departmental or college activity that may cause him or her to affect or have influence over the status, activities or working conditions of the other, including, but not limited to, work assignments and voting on tenure or promotion.

23.3 Individuals related to each other by affinity or consanguinity may not move into any position that may cause one to affect or have influence over the status, activities or working conditions of the other, including, but not limited to, work assignments and voting on tenure or promotion.

23.4 Should a marriage, a relationship by marriage, or registered Domestic Partnership come about between individuals already employed in the same Department, neither of the related individuals may participate in



any Departmental or college activity, or assume any position, that may cause him/her to affect or have influence over the status, activities or working conditions of the other, including, but not limited to, work assignments and voting on tenure or promotion.

23.5 An individual who, on or after April 26, 1988, occupies a position supervisory to someone related to him/her by affinity or consanguinity:

a) may run for re-election, if in an elected position; however, the relative must abstain from voting in the election;

b) may be reappointed, if in an appointed position.

In both cases, the supervisor may not participate in decisions that affect or have influence over the status, activities or working conditions of the relative; such decisions will be made by the Vice President of Academic Affairs.

## 24.0 PROMOTION: FACULTY

### 24.1 Automatic Promotion

24.1.1 Full-time Faculty: For all full-time members of the faculty there shall be automatic promotion from the rank of Instructor to the first step of the Assistant Professor rank, in the following manner:

24.1.2 Individuals whose initial appointment was made at the first step of the Instructor rank shall be promoted to Assistant Professor after completing three (3) years' service as an Instructor.

24.1.3 Individuals whose initial appointment was made at the second step of the Instructor rank shall be promoted to Assistant Professor after completing two (2) years' service as an Instructor.

24.1.4 Individuals whose initial appointment was made at the third step of the Instructor rank shall be promoted to Assistant Professor after completing one (1) year's service as an Instructor.

24.1.5 Part-time Faculty: For all part-time members of the faculty, there shall be automatic promotion from the rank of Adjunct Instructor to the rank of Adjunct Assistant Professor, upon completion of hours equivalent to three (3) years of full-time service.

### 24.2 Merit Promotion

24.2.1 In addition to the above, merit promotions may be made between ranks.

24.2.2 A person may not be considered for a merit promotion for the entire period (s)he is elected to serve on the College-wide Tenure and Promotion Committee. This provision applies to each term of office (s)he is elected to serve on this committee.

24.2.3 Merit promotions for both full-time and part-time faculty shall be made in accordance with the following procedure.

24.2.4 For this Section, a Department is defined as any grouping of faculty members working under a Chair, Associate Chair, Director, or an appointed Administrative Officer.

24.2.5 Those faculty members who have been at the top step of their salary schedule for a minimum of four (4) years shall constitute a separate pool of candidates for promotion from which the President may make promotions after the faculty member has completed the procedures set forth in 24.3.

### 24.3 Department Tenure and Promotion Committee

24.3.1 A Department Tenure and Promotion Committee shall consist of the Chair or Director of the Department and two (2) tenured members of the Department elected by qualified members to serve three (3) year terms. The Committee shall elect one of its own members as Committee Chair excluding the Chair or Director.

Any member of the Department who is a candidate for promotion shall not be eligible to serve on the Departmental Tenure and Promotion Committee for the academic year during which (s)he applies for promotion.

24.3.2 Whenever this Departmental Tenure and Promotion Committee meets concerning the granting of a Certificate of Continuous Employment or Merit Promotion for part-time faculty it shall be augmented by active part-time faculty, elected by the Department for three-year terms, as follows:

24.3.3 When the Department has one (1) part-time member, no additions; when the Department has two (2) part-time members, the other shall serve; when the Department has three (3) or more part-time members, two (2) shall be elected to serve. Any Department consisting only of part-time faculty shall have a Departmental Tenure and Promotion Committee consisting of the Department Chair and two (2) part-time members of the Department elected by qualified members to serve a three (3) year term. The Committee shall elect one of its own members as Committee Chair.

24.3.4 In a Department of five (5) full-time members, the entire Department shall constitute the Tenure and Promotion Committee. If a Department has four (4) or fewer full-time members, it shall elect additional members drawn from the day CCE part-time classroom faculty within the Department to bring the size of its Tenure and Promotion Committee to five (5) members. If there are an insufficient number of CCE day part-timers, the Department shall elect additional members drawn from the division. The additional members shall serve for one (1) year.

24.3.5 However, in a newly-created Department, the above procedure becomes operative only if there are three (3) full-time members of the Department, two (2) of whom are tenured. If the procedure is inoperative in a newly-created Department, a committee of three (3) individuals, appointed by the Divisional Dean from among the Chairs, Associate Chairs, and Assistant Chairs of the Division, shall function as the Departmental Tenure and Promotion Committee.

24.3.6 For purposes of considering reappointment, tenure and promotion, the Fashion Design Department shall have two (2) separate Tenure and Promotion Committees, one (1) from the Apparel Area and one (1) from the Art Area. Each Tenure and Promotion Committee shall consist of the Department Chair, the Area Assistant Chair and two (2) other tenured members elected by the Area.

There shall be a separate vote within each Area and the Department Chair shall not serve as Chair of either Committee.

24.3.7 Any member of a Department shall have the right to recommend any member of the Department, including him/herself, to be considered by the Departmental Tenure and Promotion Committee.

24.3.8 The Department Tenure and Promotion Committee shall then collect and report to all members of the Department the necessary information about the candidate for merit promotion.

The Departmental Tenure and Promotion Committee reports to the Department in the presence of the candidate. If the report includes negative points, the candidate shall have the opportunity for rebuttal. After opportunity for rebuttal, the candidate shall leave. After Department discussion, the candidate shall return and have the opportunity to answer questions and to make a statement on his/her own behalf. At this time, a written secret ballot cast by qualified voters (excluding the candidate) shall be taken and counted immediately in the presence of the candidate and the Department, the count to be made by all members of the Department Tenure and Promotion Committee present. Candidates receiving a majority vote of approval shall be recommended by the Department to the College-wide Tenure and Promotion Committee along with the recommendation of the Divisional Dean. Written justification of a Departmental vote of disapproval shall be offered to the candidate if requested. At any point in the proceedings, a candidate may have forty-eight (48) hours to prepare a rebuttal in his/her own behalf if (s)he so desires.

24.3.9 A faculty member denied a recommendation by the Department may appeal to the Divisional Dean to consider the candidate's credentials. If the Divisional Dean regards them favorably, (s)he shall forward the candidate's forms to the College-wide Tenure and Promotion Committee.

24.3.10 The College-wide Tenure and Promotion Committee shall vote to recommend or not recommend candidates for promotion. Two (2) lists: One listing in order of priority those candidates recommended for promotion, and another list showing candidates not recommended for promotion shall be forwarded to the President of the College through the Vice President of Academic Affairs.

24.3.11 If the action of the President is to grant promotion to non-recommended candidates, or in other than the recommended order of priority, (s)he shall meet with the College-wide Tenure and Promotion Committee and state the reasons for his/her actions.

24.3.12 After a candidate has once been approved by majority vote of his/her Department and recommended to the College-wide Tenure and Promotion Committee for consideration for promotion, the candidate shall be automatically recommended for promotion by his/her Department in the following two (2) years unless the Department reverses its recommendation in the following two (2) years by a two-thirds (2/3) vote. Any candidate, or the Department Tenure & Promotion Committee, or the College-wide Tenure and Promotion Committee has the option of requiring that new student evaluations be submitted. In addition, any candidate who wishes to be reconsidered by his/her Department before having his/her application automatically reapproved, may request the Department to reconsider and re-vote on his/her recommendation for promotion.

[| Back To The Top |](#)

## 25.0 FACULTY DEVELOPMENT/STAFFING

25.1 Based on a mutually agreed upon process of assessment of individual faculty strengths and weaknesses, the College and the U.C.E. will mutually establish an individualized faculty development program.

25.2 The College will make every reasonable effort to maintain appropriate professional staffing commensurate with the growth of the student population.

## 26.0 WORKING CONDITIONS:

### CLASSROOM FACULTY

26.1 A minimum of one hundred-twenty (120) square feet of office space shall be provided for each full-time member of the faculty employed as of September 1, 1981. The College shall make every reasonable effort to provide office space for each full-time member of the faculty employed subsequent to September 1, 1981. Each occupied office shall have a telephone.

26.2 In reference only to full-time currently employed members of the faculty, there shall be not more than two (2) such individuals in any one (1) office without permission of the faculty involved.

26.3 Exceptions to the above sections with respect to office space may be made by mutual agreement between the parties to this contract.

26.4 The College shall provide adequate office space for the Union.

#### 27.0 WORKING CONDITIONS:

##### NON-CLASSROOM FACULTY

27.1 The normal work week shall consist of five (5) days, thirty (30) hours work per week.

27.2 Upon request, the Director shall consult with the members of the Department relative to the arrangement of work schedules so that the thirty (30) hours may be worked on either a five (5) or four (4) day schedule including flex-time variations on the fifth day. Such schedule shall be on a semester basis and be subject to the needs of the Department, the recommendation of the Senior Administrator and the approval of the President. The schedule shall be arranged during the semester prior to implementation.

#### 27.27.0 WORKING CONDITIONS:

##### CLASSROOM ASSISTANTS

27.27.1 The normal work week shall consist of five (5) days, thirty (30) hours work per week.

27.27.2 Upon request, the Chair/Coordinator shall consult with the members of the Department relative to the arrangement of work schedules so that the thirty (30) hours may be worked on either a five (5) or four (4) day schedule including flex-time variations on the fifth day. Such schedule shall be on a semester basis and be subject to the needs of the Department, the recommendation of the Senior Administrator and the approval of the President. The schedule shall be arranged during the semester prior to implementation.

#### 28.0 WORKING CONDITIONS: STAFF

28.1 The regular work day for all employees in this category is a seven (7) hour day exclusive of one (1) hour for lunch. The regular work week is defined as five (5) consecutive days. With the prior approval of the Supervisor and Senior Administrator employees may schedule their hours of work time outside the hours of 9:00 a.m. to 5:00 p.m. Seniority shall prevail in the rescheduling of hours.

28.2 Work assignments for full-time staff shall be compact and each day's working hours shall be consecutive.

28.3 Full-time staff shall have first choice of any overtime hours available in their Department. The assignment shall be made on the basis of seniority, provided the employee is qualified, consistent with the needs of the Department as determined by the Supervisor. Notwithstanding any provision herein to the contrary these sections shall not constitute a guarantee of regular overtime hours assignments. Continued good performance will guarantee continuation in the on-going overtime assignment.

28.3.1 The number of overtime hours per week which may be worked by a full-time staff employee is limited to the equivalent of ten (10) hours per week except as the College may require.

28.3.2 Overtime work shall be paid at the rate determined by the job and in accordance with Fair Labor Standards Act ("FLSA") guidelines.

28.4 Emergency overtime in continuation of the employee's normal day's activities (exclusive of work described in Section 28.3) when authorized, in advance by a Senior Administrator in writing to the Treasurer's Office, as necessary and performed by a member of the staff in excess of the work day or week shall be compensated as follows: for overtime work the employee shall receive one and a half (1-1/2) hours of compensatory time per each hour worked. In order to receive meal benefits, the employee must have worked an excess of two (2) hours beyond the normal work day and will then be reimbursed (upon presentation of a receipted bill) not more than \$7.50 for supper money and \$4.00 for lunch money.

28.5 Part-time staff shall be limited to twenty five (25) hours per week, except by mutual consent by the College and the Union. This shall not preclude part-time staff from working hourly assignments of limited duration (e.g., evening registration) in addition to their regular assignments.

28.6 Any time the inside temperature reaches eighty-five (85) degrees or above or sixty-five (65) degrees or below and if an employee in this category cannot be transferred to another area with proper temperature conditions, the employee shall be released from work with no deduction in pay provided the Senior Administrator is notified.

28.7 With the approval of the immediate Supervisor and Senior Administrator, and at the discretion of the President or President's designee, employees covered in this Section are permitted to take a course(s) during the normal work schedule with such time charged to vacation or to be made up. Such approval shall not be unreasonably withheld.

28.8 With the approval of the Supervisor and Senior Administrator, and at the discretion of the President or President's designee, which approval shall not be unreasonably withheld, work schedules from the day after commencement until the first day of the Fall semester may be adjusted to release an employee one (1) day a week if the area is covered and (s)he has worked the equivalent of a normal work week the other four (4) days. This only applies if the employee is scheduled to work five (5) days in a particular week. During the summer if changes to these schedules are required, they shall be made with the approval of the Senior Administrator.

28.9 Part-time staff employees who take a full-time job will start on the second step if they have three (3) years part-time experience at the College and work fifteen (15) or more hours per week. An employee will start on the third step if they have six (6) years part-time experience for fifteen (15) or more hours per week. An employee who works under fifteen (15) hours per week will be placed on a step at a pro-rated basis. No part-time employee will be hired above the third step.

If the salary schedule to which the employee is appointed has a zero (0) step, that step shall be counted as the first step, step 1 (1) will be counted as step two (2), and step two (2) will be counted as the third step under this provision.

28.10 At the option of the employee and at the discretion of the President of the College or President's designee an employee may be compensated at his/her regular hourly rate in lieu of compensatory time.

## 28.28.0 DISCIPLINARY PROCEDURE

No employee may be disciplined except for just cause. Just cause shall include, but is not limited to, poor job performance, misconduct, insubordination, sexual harassment, discrimination, and violation of College policy.

An employee proposed to be disciplined in accordance with this procedure shall be furnished a detailed written statement by the supervisor describing the cause requiring disciplinary action. A copy shall be given to the President or the President's designee, the Senior Administrator of the area, the Union, and the Office of Personnel Administration. (S)he shall further be informed by the Office of Personnel Administration of his/her rights under this procedure by furnishing a copy of these procedures and the Grievance procedures.

Should the supervisor believe that the offense is so serious as to require immediate suspension, with pay, (s)he may recommend such action to the Senior Administrator who may make such a recommendation to the President prior to fact finding and due process described below.

The supervisor's charges against the employee shall be reviewed by the Union/Administration Disciplinary Committee consisting of three (3) individuals (one member selected by the Union, one member selected by Administration, and a third member who shall act as Committee Chair, selected by the other two Committee members). The Committee shall, using the time schedule set forth in the Collective Bargaining Agreement for processing grievances, promptly investigate the matter by interviewing all concerned parties, conduct a hearing if necessary and submit a recommended disposition to the President for his/her action. Penalty may include, but is not limited to, reprimand or recommendation to the President to suspend with or without pay. If the panel recommends termination of a tenured employee, the President, if in agreement, will utilize the process described in the Education Law Section 2587, and the process described in the Board of Trustees By-Laws, Section VC, 1a and 1b.

If the ultimate disposition is other than rejection, the Committee recommendation, the President's action and the arbitrator's findings, if any, shall be placed in the employee's file.

These sections do not replace or amend the provisions of Education Law, Section 2587, governing dismissal of tenured employees.

## 29.0 ACADEMIC (DAY & EVENING)

### CALENDAR

29.1 The President of the College or President's designee shall consult with the executive committee of the Union or its representative concerning the College academic calendar prior to his/her recommending any proposed calendar to the Board of Trustees. Subsequent changes in the calendar may only be made by mutual agreement of all parties involved in the original decision.

## 30.0 HOLIDAYS AND VACATIONS:

### CLASSROOM FACULTY

30.1 Faculty shall be on vacation immediately after the latter of the graduation ceremony in the Spring semester or submission of final grades. Such vacation shall continue without interruption until the first assignment for the Fall semester for the faculty member which shall not be earlier than one (1) week before the resumption of classes for the Fall semester. They shall be on vacation immediately after the end of the Fall semester or submission of final grades until one (1) week before the start of classes in the Spring semester.

During the period prior to the resumption of classes, all faculty members shall be available on campus for counseling and advisement of students.

### 31.0 HOLIDAYS AND VACATIONS:

#### NON-CLASSROOM FACULTY

31.1 Full-time non-classroom faculty employed prior to December 15, 1994, shall be entitled to fifty (50) days vacation per year. Up to fifteen (15) days unused vacation from the prior year may be carried over to the next year.

For full-time non-classroom faculty employed prior to December 15, 1994, the administration shall provide staggered blocks of uninterrupted vacation time of eight weeks duration between commencement and one week prior to registration. The immediate supervisor shall develop the schedule of available vacation blocks, having received input from the affected employees. The selection of vacation blocks shall be governed by seniority. A block may not be selected by more than one employee as long as an open time block remains available. At least one hundred and twenty (120) days prior to commencement, the immediate supervisor shall deliver a copy of the proposed vacation schedule to the Senior Administrator.

In the event that the Senior Administrator shall determine that the vacation schedules do not meet the needs of the Department or College, (s)he shall determine the departments, and time periods where such needs have not been met and the adequate number of employees with the special skills and ability required to meet such needs. However, in no case shall such determination be arbitrary, capricious, or unreasonable. Upon such determination, the Senior Administrator shall seek voluntary coverage, absent which, (s)he shall assign employee(s) on an inverse rotating seniority basis, in each instance subject to the special skills and abilities required, for one week periods until the need for coverage has been met. No person in subsequent years shall be assigned such periods until all employees have been so assigned.

At least ninety (90) days prior to commencement, the Senior Administrator shall provide the final vacation schedule to the Department. Vacations at other times of the year or of other duration, as well as all other unused vacation time, may be taken only with the prior approval of the immediate supervisor and the Senior Administrator.

31.2 Full-time non-classroom faculty employed on or after December 15, 1994, shall earn vacation at the following rate:

#### Years of Service Vacation Days

1 through 5 30 days

6 and 7 40 days

8 and 9 45 days

After 9 years 50 days

31.3 Full-time non-classroom faculty appointed prior to December 15, 1994, shall be entitled to ten (10) days in addition to vacation days, as free days. The scheduling of these days shall be subject to the recommendation of the immediate supervisor and the approval of the Senior Administrator, whose approval is to be withheld only upon demonstrated absence of coverage for essential functions of the Department.

While not mandatory, the parties to the contract strongly urge that two (2) of the free days be taken during the Christmas Recess period, with the remainder to be taken during Winterim and the Spring semester.

For full-time non-classroom faculty appointed after December 15, 1994, free days shall accrue as follows:

Years of Service Free Days

1 through 5 6 days

6 and 7 8 days

8 and 9 9 days

After 9 years 10 days

#### 31.31.0 HOLIDAYS AND VACATIONS:

##### CLASSROOM ASSISTANTS

31.31.1 Full-time classroom assistants employed prior to November 9, 1992, shall be entitled to fifty (50) days vacation per year. Up to fifteen (15) days unused vacation from the prior year may be carried over to the next year.

31.31.2 Full-time classroom assistants employed on or after November 9, 1992 through and including December 14, 1994, shall be entitled to:

Years of Service Vacation Days Free Days

1 through 3 30 6

4 35 12

5 40 12

6 45 12

7 50 12

Full-time classroom assistants employed on or after December 15, 1994, shall be entitled to:



#### Years of Service Vacation Days Free Days

1 through 5 30 6

6 and 7 40 8

8 and 9 45 9

After 9 years 50 10

Full-time non-tenured and tenured staff employees given the title of classroom assistant shall continue their staff vacation, free and optional days (30/35 vacation, 4 free, 4 optional) until completion of three (3) years in the classroom assistant category. At such time they are to be placed at the 4th year of the vacation and free day schedule as listed above unless otherwise agreed to by the Union and the College.

The immediate supervisor shall develop the schedule of available vacation blocks, having received input from the affected employees. The selection of vacation blocks shall be governed by seniority. A block may not be selected by more than one employee as long as an open time block remains available. At least one hundred twenty (120) days prior to commencement, the immediate supervisor shall deliver a copy of the proposed vacation schedule to the Senior Administrator.

In the event that the Senior Administrator shall determine that the vacation schedules do not meet the needs of the Department or College, (s)he shall determine the departments, and time periods where such needs have not been met and the adequate number of employees with the special skills and ability required to meet such needs. However, in no case shall such determination be arbitrary, capricious, or unreasonable. Upon such determination the Senior Administrator shall seek voluntary coverage, absent which, (s)he shall assign employee(s) on an inverse rotating seniority basis, in each instance subject to the special skills and abilities required, for one (1) week periods until the need for coverage has been met. No person in subsequent years shall be assigned such periods until all employees have been so assigned.

At least ninety (90) days prior to commencement, the Senior Administrator shall provide the final vacation schedule to the Department. Vacations at other times of the year or of other duration, as well as all other unused vacation time, may be taken only with the prior approval of the immediate supervisor and the Senior Administrator.

31.31.3 Full-time classroom assistants employed prior to December 15, 1994, shall be entitled to ten (10) free days in addition to regular vacation days. The scheduling of these days shall be subject to the recommendation of the immediate supervisor and the approval of the Senior Administrator, whose approval is to be withheld only upon demonstrated absence of coverage for essential functions of the Department.

While not mandatory, the parties to the contract strongly urge that two (2) of the days be taken during the Christmas Recess period, with the remainder to be taken during Winterim and the Spring semester.

#### 32.0 HOLIDAYS: FULL-TIME STAFF

32.1 All days on which the College is officially closed in accordance with the College calendar shall be deemed holidays with pay. For the following days, if the College is open on any of these days or if any of

them falls on a Sunday, the staff shall receive equal time (floating holidays): Columbus Day, Veterans Day, Election Day, and Lincoln's Birthday. Suspension of classes for whatever reason does not necessarily mean that the College is officially closed. Optional holidays may be taken consecutively with the approval of the supervisor and the appropriate Division Head. Such approval shall not be withheld unreasonably.

32.2 The day preceding Christmas and the day preceding New Year's Day shall be deemed a holiday provided such day falls between Monday and Friday, inclusively. If such a day falls on a weekend, it shall be compensated with one (1) day off during the work week. Two (2) days may be taken during the Spring recess period and two (2) days may be taken during the Christmas and Winterim intersession period. These four (4) days shall be selected by each employee with the consent of the Senior Administrator.

32.3 If any of the recognized holidays stated in this section coincide with an employee's scheduled day off, the employee shall receive an additional day (or days) of annual leave (vacation).

32.4 In the event a holiday occurs during an employee's assigned annual leave, an additional day (or days) will be added to annual leave.

#### 32.32.0 HOLIDAYS: PART-TIME STAFF, NON-CLASSROOM

##### FACULTY, AND CLASSROOM ASSISTANTS

32.32.1 Part-time staff, part-time non-classroom faculty and part-time classroom assistants shall receive one (1) holiday with pay per year after two (2) years of service. Part-time staff, part-time non-classroom faculty and part-time classroom assistants who have been granted a Certificate of Continuous Employment shall be granted two (2) holidays with pay per year. Payment shall equal twenty percent (20%) of the employee's regular work-week compensation.

#### 33.0 VACATIONS: FULL-TIME STAFF

33.1 Full-time staff employed prior to November 9, 1992, shall be entitled to a total of thirty (30) college business days over the year for vacation. The thirty (30) days become cumulative at the rate of two and a half (2-1/2) days per month. All full-time persons in the employ of the College who have completed five (5) years on an annual salary in staff positions shall be entitled to a total of thirty-five (35) vacation days per year commencing with the sixth year of employment.

33.1.1 Full-time staff employed on or after November 9, 1992, shall be entitled to the following:

##### Years of Service Vacation Days

1 through 4 20

5 years 25

6 years 30

7 years 35

33.2 Vacation time accrues beginning with the date of initial employment and may be taken following the first three (3) months of employment.

33.3 Upon separation of employment, earned vacation days will be paid on a one-for-one basis.

33.4 Vacation Scheduling:

33.4.1 Among employees performing the same or related work, seniority with the College shall be a factor in honoring employees' preferences for vacation dates, taking into consideration Departmental and Divisional needs. Determination of vacation dates shall be based upon the needs of the Division with the approval of the appropriate Director, Academic Division Dean, or Senior Administrative Officer. The administration shall make a concerted effort to provide uninterrupted vacation time between June 1st and one (1) week prior to registration unless otherwise requested by the employee. However, in no case shall this approval be unreasonably withheld. Employees who have been transferred or promoted to different work maintain their seniority.

33.4.2 Up to one (1) year's vacation time may be saved and used in succeeding years with the approval of the appropriate Senior Administrative Officer. Employees shall receive notification of all accrued vacation time at the beginning of each academic year. When previous year's accrued vacation is being added to current year's vacation, such scheduling must be approved no less than six (6) months in advance.

33.4.3 Vacation schedules shall be posted in all offices.

33.5 Upon proper medical documentation to the Office of Personnel Administration, a staff member who becomes ill for five (5) or more consecutive days during his/her scheduled vacation shall be deemed on sick leave from the first day of his/her illness. In such above circumstances, the days originally scheduled as vacation days, had the illness not occurred, shall be returned to the staff member's vacation bank and charged to sick bank. Such unused vacation days may then be rescheduled at a later date.

34.0 LEAVES OF ABSENCES: SICK LEAVE, PERSONAL LEAVE,

EXCUSED ABSENCE WITHOUT LEAVE, UNPAID LEAVE,

MATERNITY LEAVE, ADOPTION LEAVE, PATERNITY LEAVE

34.1 SICK LEAVE

Sick leave may be used only for personal illness or except as otherwise permitted by this agreement. Effective March 1, 1997, employees may use two (2) sick leave days for the care of family members who are ill.

34.1.1 FULL-TIME EMPLOYEES shall receive nine (9) days of sick leave the first day of each Fall semester, and eight (8) days of sick leave the first day of each Spring semester. Sick leave will be cumulative to a maximum of two hundred and twenty (220) days.

For the life of this contract, full-time employees hired after March 1, 1997, shall receive eight (8) days of sick leave the first day of each Fall semester, and eight (8) days of sick leave the first day of each Spring semester. Sick leave will be cumulative to a maximum of two hundred and twenty (220) days.

PART-TIME CLASSROOM FACULTY shall be granted two (2) hours of sick leave for every semester contact hour taught, cumulative to a maximum of eighty-one (81) teaching hours.

PART-TIME NON-CLASSROOM FACULTY, PART-TIME CLASSROOM ASSISTANTS and PART-TIME STAFF shall be able to accumulate a total of two hundred eighty (280) hours of sick leave. Upon the ratification of this contract, the accrual rates shall be as follows:

Years of Service Hours Worked Sick Leave Prorated Per Year

0-3 1-90

10-15 19\*/20 hours

16-25 28\*/30 hours

4-5 1-90

10-15 35 hours

16-25 40 hours

6-8 1-90

10-15 45 hours

16-25 55 hours

After 8 1-90

10-15 55 hours

16-25 60 hours

\*New employees employed on or after March 1, 1997 for the first three (3) years after which they go to year four's rate.

Employees who serve temporarily in an acting capacity shall retain their sick leave bank credits when returning to their previous positions.

All full-time classroom faculty members will have one (1) sick bank against which all illnesses will be charged. Each day or half day a faculty member is absent due to illness, the appropriate number of days (or half day) will be charged to the bank. In addition, one (1) day will be deducted from the bank for each evening class missed due to illness. Where a faculty member is absent due to illness on a day when (s)he teaches both day and evening courses, two (2) days will be deducted from the faculty member's sick bank.

All dual sick leave banks for full-time employees will be combined into one (1) sick leave bank on January 1, 1997 and thereafter.

34.1.2 Subject to the provisions of applicable law, upon retirement, unused days in the sick bank shall be paid to the retiree as a terminal leave on a one-for-two basis.

Full-time classroom faculty must retire prior to the beginning or after the close of an academic semester. In the event of extraordinary circumstances, retirement may be permitted during the academic semester.

34.1.3 Long Term Disability Insurance Plan (hereinafter may be referred to as "LTD") A Long Term Disability plan that covers all full-time employees will be administered by the College.

Annual funds previously generated for the Catastrophic Sick Bank Leave provision and program and funds after January 1, 1994, will be utilized in funding the Long Term Disability Plan.

Should premiums at any time exceed the reserve and/or annual fund, the Union will work with the Administration to avoid additional costs to the college.

34.1.4 Part-time employees (including part-time classroom faculty and all others) may apply for a loan of additional sick leave after exhausting all hours or days in his/her sick bank. Such loans may be granted at the discretion of the President or President's designee, upon recommendation of the Senior Administrator.

34.1.5 Loans of additional sick leave granted to part-time employees are to be repaid by reducing future sick leave time earned per semester or year as applicable at the rate of twenty-five percent (25%) of the total loan.

34.1.6 All employees who borrow sick leave time must agree in writing that if they leave the employ of the College they will pay back the dollar value of the remaining time owed. They shall authorize the college to deduct such sum from the employee's terminal compensation.

34.1.7 When any full-time employee covered by this contract has exhausted his/her bank of sick leave days and is still unfit for work, (s)he shall be considered, for purposes of health insurance, as continuing in the employ of the College for one (1) year following the sick bank's expiration. Monthly premiums shall be paid to the insurance carrier by the College for that year.

#### 34.2 Personal Business Days

34.2.1 All full-time employees covered by this contract are eligible for five (5) personal business days annually with such days chargeable to sick days. Personal business days may be taken solely to attend to urgent personal business which cannot be deferred excluding activities for which the individual receives remuneration. Notification must be given to the immediate supervisor. It is recognized that emergencies may arise which prevent such prior notification. However, upon return to work an explanation must be furnished to the supervisor upon request. All part-time persons covered by this contract are entitled to two (2) absences for personal business days (hours) per semester with such days (hours) chargeable to sick days (hours). Personal business days (hours) for part-time persons cannot be used for business activities unrelated to the College. Any unused days (hours) of absence for personal business days (hours) shall accumulate only as sick days (hours). In the event an employee has used up all personal business days, the President of the College or President's designee may grant additional personal business days to be charged against the cumulative sick bank. Misuse of the above provisions shall result in the loss of pay.

#### 34.3 Excused Absence With Pay

34.3.1 All employees covered by this contract, who are absent for any of the following reasons, shall receive full salary during their absence and shall not suffer loss of sick bank days:

(a) Carrying out a specific College assignment or attending a meeting with the approval of the President of the College or President's designee.

(b) Absence for religious observance for full-time employees is not to exceed three (3) days per year. (Note: Each day in excess of three (3) days shall be charged to personal business days and shall be deducted from the sick bank.) Absence for religious observance for part-time employees shall be charged only to personal business days.

(c) Absence not to exceed five (5) consecutive days from the date of death of a member of the immediate family of the employees covered by this contract or anyone in the personal household of these employees. Except in extenuating circumstances, such leave shall commence on the date of death. Immediate family shall include grandparents, parents, spouse, sister, brother, children, or "in-law" relationships of the types just mentioned. Reasonable time to attend the funeral services of any associate, a relative, a friend, or an employee of the College shall be permitted.

(d) Official closing of the College because of an unforeseen emergency.

(e) Attendance at graduation ceremonies for the employee or the employee's spouse, child, sibling, or parent. If the ceremonies are conducted at a distance which requires the better part of a day for travel, the total number of days for this purpose may not exceed three (3) calendar days. This shall include the day preceding and the day following the ceremonies.

(f) All employees who are absent due to attendance before a court of law or public authority in matters in which they have no personal or financial interest, directly or indirectly, shall receive full salary during their absence and shall not suffer loss of sick bank days.

#### 34.4 Unpaid Leave Provisions

34.4.1 Any employee who has tenure or a Certificate of Continuous Employment may apply to the President of the College or President's designee through the appropriate Divisional Dean or appropriate Vice President for a leave of absence of up to one (1) year without pay; an additional year may be granted at the discretion of the President or President's designee. The College will continue to provide health and welfare benefits to tenured full-time employees comparable to those given an active full-time employee for the duration of an authorized unpaid leave of absence. However, in no case shall the College expend more funds than the cost of the College's contribution for health and welfare benefits for active full-time employees.

34.4.2 An employee on such leave maintains his/her seniority as of the date the leave commences. Such leave shall not be considered an interruption of service. Upon return from such leave, the employee shall be reinstated at the salary step beyond the step which was completed at the time the leave was granted. The period of leave does not count toward incremental advancement. One who takes an authorized leave of absence without pay preserves those rights applicable at the time of such leave without increase or diminution.

34.4.3 When an authorized leave of absence without pay is granted at the initiative of the College, the leave of absence may be granted with incremental advancement, if the President of the College or President's designee and the Union Executive Committee concur.

34.4.4 An employee on paid leave for health reasons shall not engage in regular alternate compensated employment elsewhere.

#### 34.5 Maternity Leave

34.5.1 Any employee who has tenure or a Certificate of Continuous Employment, who becomes pregnant shall be granted maternity and childcare leave. She may continue to work as long as she is able. Upon certification by a physician of a date upon which she is or will no longer be fit and able to work, she may apply for maternity leave with pay from the date until six (6) weeks after confinement provided she has sufficient days in her sick bank. Effective upon the exhaustion of sick leave, or after the sixth week after the confinement, she may apply for childcare leave without pay for a period not to exceed two (2) years.

Application for childcare leave shall be made three (3) months prior to the expected date of birth. The President or President's designee may, upon application, grant an extension of childcare leave. With the approval of the Senior Administrator(s) involved, a full-time employee on unpaid childcare leave may return to work on a part-time basis. Benefits will accrue as though the employee were on unpaid leave. Such part-time work will not extend the length of the leave.

Childcare leave may be terminated at the mother's request. The childcare leave of a classroom teacher returning to instructional duties must be terminated at the beginning of a regular or mini-session and the usual program assignment regulations shall be applicable. All employees shall give at least one (1) month's notice if childcare leave is to be terminated prior to the termination of the leave originally approved. The foregoing does not preclude the return of a classroom teacher to non-instructional assignments.

During the entire period of maternity and childcare leave, the individual shall continue to be covered for all health and welfare benefits. An employee on such leave maintains her seniority as of the date leave without pay commences. Such leave shall not be considered to be an interruption of service. The period of childcare leave does not count toward incremental advancement. Upon return from such leave, the employee shall be reinstated at the salary step beyond the step which was completed at the time the leave was granted. One who takes an authorized leave of absence without pay preserves those rights applicable at the time of such leave, without increase or diminution.

#### 34.6 Adoption Leave

34.6.1 All provisions for unpaid leave outlined in Section 34.4.1 above shall apply in any and all cases of adoption of children under sixteen (16) years of age when such leave is requested by an adopting parent.

#### 34.7 Paternity Leave

34.7.1 All provisions for unpaid leave outlined under Section 34.4.1 above shall apply in all cases where any male employee covered by this contract whose spouse has a child requests a paternity leave.

#### WAIVER

34.8 The President or President's designee may in his/her discretion waive the tenure or Certificate of Continuous Employment preconditions to the obtaining of unpaid leaves. The President's or President's designee's decision shall have the effect of an arbitrator's decision which is final and binding.

#### 34.9 Workers' Compensation

34.9.1 The college provides workers' compensation coverage. An employee suffering a work related injury shall promptly report the same to the College. The College shall supplement payments received under the workers' compensation law to the level of an employee's full salary.

#### 35.0 WELFARE

35.1 The College shall continue to make full payment for all full-time employees for all health and hospital insurance plans which were in force and effect as of August 31, 1987.

**35.1.1 REIMBURSEMENT RATE FOR MEDICAL COVERAGE FOR PART-TIME CLASSROOM FACULTY HIRED PRIOR TO JUNE 1, 1997.**

Current part-time classroom faculty teaching in the day only, shall receive reimbursement of health insurance costs at twenty-five percent (25%) per three (3) hour course, prorated.

Current part-time classroom faculty teaching in the evening and/or weekend only, shall receive reimbursement of health insurance costs at five and eight tenths percent (5.8%) per hour, with a six (6) hour minimum teaching load, prorated.

Current part-time classroom faculty teaching a combined day/evening and/or weekend program with a six (6) hour minimum, shall receive reimbursement of health insurance costs at twenty-five percent (25%) per three (3) hour course, prorated.

**REIMBURSEMENT RATE FOR NEW PART-TIME CLASSROOM FACULTY WHO ARE EMPLOYED ON OR AFTER JUNE 1, 1997.**

There shall be a three (3) year waiting period before reimbursement of health insurance commences and reimbursement will only be given to those part-time classroom faculty who teach a minimum of six (6) hours day, evening and/or weekend, or a combined program.

For those part-time classroom faculty teaching only day hours or a combined program, there shall be a twenty percent (20%) rate per each three (3) hours, prorated. For part-time classroom faculty teaching evening and/or weekend hours only, there shall be a fifteen percent (15%) reimbursement rate per each three (3) hours, prorated, but only when teaching six (6) hours or more.

35.1.2 The health insurance plan covering part-time classroom faculty shall continue for the duration of this agreement without change in eligibility, benefit level, the percentage of employee contribution, or other provisions thereof.

Health insurance reimbursement for part-time staff, part-time non-classroom faculty, and part-time classroom assistants employed on or after December 1, 1996, and working eighteen (18) or more hours per week will be paid at thirty-five percent (35%) for years six (6) and seven (7) of employment, fifty-percent (50%) for years eight (8) through twelve (12), and sixty-five percent (65%) thereafter.

35.2 The College shall continue to pay health and hospital insurance premiums in full for all "part of a program" employees currently employed.

35.3 The Union shall administer a welfare insurance program comparable to the one previously administered by the UFT. The College shall pay to the Union, premium in an amount equal to funds received from the local sponsor for this Welfare Fund.

The payments made to the Welfare Fund from the City for part-timers and retirees shall continue according to the formula reached in collective bargaining.

35.4 The Employee Assistance Program ("EAP") mutually agreed upon by the Union and the College shall continue in force for the life of this contract.

35.4.1 If any full-time employee shall die while in active service, the College shall continue the same medical and welfare coverage at no cost for the spouse/dependents. The spouse/dependents will pay the



current employee share. This coverage will be maintained for twelve (12) months, but will stop when the spouse/dependents obtain other medical coverage.

35.5 All full-time employees and employees working at least one half (1/2) of a full-time work load, their spouses and dependent children and retirees, shall be exempt from paying tuition and registration fees for all courses offered in the day and/or in the evening and/or weekend program.

35.6 The College shall make arrangements for a payroll savings plan, if desired by the employees.

35.7 Upon written request by the employee, a full-time member of the faculty between the ages of fifty-five (55) years and sixty-nine (69) years having completed at least ten (10) years of full-time service, may be permitted by the President or President's designee with the recommendation of the Department and Divisional Dean to work no less than one-half (1/2) the normal work load during the day at a pro-rated salary. Under such circumstances, the employee may not increase the number of hours taught by the employee in the evening and/or weekend program beyond that which was taught in the previous academic year.

[| Back To The Top |](#)

#### 36.0 SALARY PAYMENTS: PROCEDURE

36.1 All employees covered by this contract on an annual salary shall be paid semi-monthly.

36.2 At the request of any employee who furnishes a stamped addressed envelope and deposit slip, the College shall fill out the appropriate deposit slip, mark "for deposit only" on the back of the check and mail designated checks directly to the bank or other location of the employee's choice. The college shall not be responsible for loss or mis-deposit of any check.

36.3 The Administration shall supply to each employee, annually at their increment date, a statement of the salary schedule and step level they are on.

#### 37.0 RETRENCHMENT

37.1 Both parties to this agreement recognize that the existing provisions covering retrenchment may create problems for the institution, the administration, faculty and staff that require study and review. Accordingly, it is agreed that the President or President's designee will establish a mutually acceptable committee to study the provisions of Section 37 of the agreement and report back to the President or President's designee six (6) months prior to the expiration of this agreement. It is understood that the President or President's designee will submit proposals for consideration for the next ensuing agreement taking into account the report of the study committee.

Should an exigency other than financial, i.e., enrollment, change in curriculum due to technological changes, placement, etc., amongst others, occur during the life of this contract, a mutually agreed upon committee of no more than seven (7) persons shall be established to define the nature of the exigency and to determine if such an exigency exists. Should it be impossible to agree mutually on the membership of such a committee, each party to this contract shall name three (3) persons and the committee itself shall elect a seventh (7th) person from outside this group to act as Chair.

37.2 Definitions:

37.2.1 Financial Exigency: Financial exigency shall be deemed to exist, whenever, in any fiscal year, the monies available by legislative appropriation for all the operations of the College shall be insufficient for the continuation of such operations in the manner and to the extent that such operations were conducted during the preceding fiscal year.

37.2.2 Retrenchment: Retrenchment shall mean the laying off of personnel by reason of financial exigency and shall not mean termination except as modified by Section 37.1.

37.2.3 Seniority: Seniority shall mean the relative status of each employee within the College which status shall be measured by the length of such employee's service at the College; such service shall be deemed to have commenced on the date of initial appointment as a full-time employee.

37.2.4 Notwithstanding the foregoing, for the purpose of this Article (Retrenchment), an employee's service at the College shall not include any time in excess of one year that such employee shall have spent in any unpaid leave of absence subsequent to initial appointment.

37.3 Consultation:

37.3.1 Whenever there shall exist a financial exigency, the College shall give notice thereof to the President of the Union as soon as reasonably possible. In the event of a financial exigency, the College will first curtail, to the maximum extent feasible, non-personnel expenditures before reducing or abolishing positions.

37.3.2 If retrenchment is necessary, then the following retention priorities shall prevail:

- a) Tenured full-time employees
- b) Non-tenured full-time employees
- c) Part-time employees holding Certificates of Continuous Employment
- d) Part-time employees who have not received Certificates of Continuous Employment
- e) Temporary full-time employees
- f) Temporary part-time employees

37.3.3 By mutual agreement between the President or President's designee and Union Executive Committee, a different set of priorities may be adopted.

37.3.4 Within each of the above groups, the seniority of each employee shall determine the order in which the employee shall be retrenched, so that the most senior employee shall be the last retrenched and the least senior employee shall be first retrenched.

37.4 Notice

37.4.1 Whenever a determination has been made that an employee shall be retrenched pursuant to the provisions of this Article (Retrenchment), the College shall give notice of retrenchment to such employee as soon after such determination shall have been made as is practicable.

37.5 Recall List:

37.5.1 All employees who shall have been retrenched pursuant to the provisions of this Article (Retrenchment), shall be placed on a recall list for three (3) years. These employees shall be recalled according to the principle "last retrenched -- first recalled."

37.5.2 No appointment of non-campus ("outside") personnel may be made as long as positions available can be filled by recall of retrenched employees, and the employees so recalled shall be reappointed at the same rank and employment status held by that employee at the time the employee was retrenched.

## 38.0 CLASSROOM FACULTY WORKLOAD

38.1 Full-time employment by the College is considered the basic employment of the individual and the individual shall limit other compensated professional activities so as not to impair his/her educational effectiveness. In no case shall an employee have full-time employment elsewhere while he is a full-time employee of the College.

38.1.1 The standard weekly work load for full-time classroom faculty is a minimum of twelve (12) class contact hours. Any member of the classroom faculty who is assigned the equivalent of twelve (12) hours of combined class contact and released time, excluding evening and/or weekend hours for an entire Fall or Spring semester shall be considered a full-time member of the faculty.

38.2 The duties of Department Chairs, Associate Chairs and Assistant Chairs include departmental, academic, and administrative responsibilities. The teaching loads for Department Chairs, Department Associate Chairs and Department Assistant Chairs follow:

### (1) Department Chairs

The teaching load for a Department Chair shall be no more than three (3) hours per semester.

### (2) Department Associate Chairs

The teaching load for Associate Chairs shall be no more than six (6) hours per semester in both undergraduate and graduate programs .

An Associate Chair setting up a new Department will receive fifty-four (54) hours release time to be used during the first three (3) years of the existence of the Department, including the time before the Department has students. After three (3) years, such Associate Chair will be entitled to six (6) hours release time per semester.

### (3) Department Assistant Chairs

The teaching load for Department Assistant Chairs shall be no more than nine (9) hours per semester.

38.3 Full-time faculty shall schedule and post four (4) office hours per week at times most convenient for students and deployed over no less than three (3) days per week, except as may otherwise be scheduled and approved by Department Chair. No such hours shall be posted for any time during common hour activity. Additional time will be made available for consultation with students by prior appointment.

38.4 Faculty members shall perform such additional College assignments considered to be reasonable by the parties hereto except that registration assignments shall be limited to orientation and counseling of students.

38.4.1 A faculty member who is assigned and conducts academic advisement sessions during evening or weekend hours shall be compensated at one-half (1/2) his/her hourly rate.

38.5 Full-time teaching assignments shall be compact, deployed over no less than three (3) days extending in any one day for no longer than six (6) hours, except that individual faculty members may consent to a different schedule.

38.6 The number of different instructional preparations each semester shall be kept to a minimum.

38.6.1 Full-time faculty, who substitute on an occasional basis during day session, shall continue to be paid at his/her regular hourly rate for those hours that exceed six (6) hours for regular courses and nine (9) hours for laboratory/studio courses, per semester. Full-time faculty, who substitute for any given section(s) for three (3) or more consecutive weeks, shall be paid at his/her regular hourly rate or at 1/1000 of annual base salary, whichever is greater, from the first day of such substitution.

38.8 Effective with the beginning of the Fall, 1997 semester, each part-time day classroom faculty shall maintain office hours for consultation with students which shall equal the number of day contact hours taught in one week in each regular academic semester. Part-time day classroom faculty will be compensated at fifty percent (50%) of their hourly rate for each of these office hours conducted. This calculation is to be included in the regular semester salary. Part-time day classroom faculty who are required to perform portfolio evaluations shall be compensated at one-half («) their normal hourly rate.

38.9 All full-time faculty shall participate in College, Divisional, and Departmental meetings arranged with reasonable notice. Full-time faculty are expected to accept assignments that are necessary for the operation and educational needs of the Department and of the College. Department meetings shall not be held at times which will consistently conflict with any full-time faculty class schedule for an entire semester. The College recognizes the value of supplementary avenues of individual professional growth and development. In the event the faculty member is not on campus (s)he must make every effort to leave a telephone number where (s)he can be reached by his/her Department Chair. When possible, part-time faculty shall be notified of all College, Divisional and Departmental meetings and shall have the right to attend them.

38.9.1 Except where otherwise specifically stated elsewhere in this contract, release time for assignments is negotiable between the employee concerned and the President of the College.

## 39.0 CLASS SIZE

39.1 The following shall be applicable to class size:

The administration recognizes that the College is a professional College and cannot indiscriminately increase enrollment without consulting the professional staff.

At the same time, our current FTE faculty ratio must be maintained if we wish to be considered a full opportunity college in regard to financial support from the State University.

39.2 Permission of a faculty member must be obtained if enrollment exceeds twenty-five (25) students; nonetheless, for administrative planning, the Registrar will initially, where applicable, plan for twenty-seven (27) students with final adjustments made at the end of the first week of each semester.

39.3 In the case where a faculty member does not give permission to exceed maximum class size which results in placing an unreasonable burden on a student in having to go either in the evening, on a split session, an extra semester, or a summer session, an immediate committee will be made up consisting of the

President of the College or President's designee, the Dean of the Division concerned, the faculty member, the Registrar, and a member of the Executive Committee of the Union which shall meet and resolve the issue. In no case can the committee assign more than five (5) students above the maximum to any one section without permission of the instructor. In the event there are ten (10) or more students similarly situated in any one course, a new section will be started.

39.4 In English Composition and English Speech, the class size shall be limited to twenty (20) except by permission of the instructor.

39.5 In laboratory, remedial classes, educational skills, and the special lecture sessions, the Department shall recommend an optimum class size based upon the number of work stations, safety considerations, and educational effectiveness. These recommendations shall be subject to the approval of the President or President's designee and determined by mutual agreement of the parties hereto.

#### 40.0 SABBATICALS

40.1 Effective at the beginning of the Fall, 1997 academic semester, ten (10) full-year sabbaticals at half-pay per year, and four (4) half-year sabbaticals at full-pay per year, will be funded by the College. Faculty on sabbatical at full-pay shall be eligible to teach no more than one (1) course in the evening and/or weekend during the semester of the sabbatical.

40.2 All full-time faculty shall have the right to apply for sabbatical leaves of absence after having completed six (6) full-time years of service at the College. A faculty member shall be given a semester's advance notice, if possible, regarding action taken on a sabbatical leave application.

#### 41.0 OTHER

41.1 The College will continue constantly to review the proportion of full-time to part-time faculty so as to achieve academically desirable ratios.

41.1.1 The College will make every effort to increase the number of full-time staff positions if and when necessary to enable the Departments/Offices to efficiently discharge their responsibilities.

41.2 Subject to structural limitations, every effort will be made to provide employees engaged in counseling services adequate space to perform such counseling services in privacy.

#### 42.0 STAFF COMPENSATION PROGRAM

42.1 Refer to staff compensation program.

#### 43.0 STAFF WORKDAY: SUMMER & RECESS

43.1 The regular work day, for the full-time staff employed prior to December 1, 1994, during the Christmas, Winterim, Spring, and Summer recess periods shall be a six hour day from 9:00 a.m. to 4:00

p.m. or from 10:00 a.m. to 5:00 p.m., as the College may require, exclusive of one (1) hour for lunch, with the schedule of 9:00 a.m. to 4:00 p.m. for the Christmas and Spring recesses, unless an employee voluntarily agrees to work 10:00 a.m. to 5:00 p.m. to provide coverage of an office on request by the supervisor. The schedule of work during these recess periods shall have prior approval of the Senior Administrator.

Full-time staff specified above, may voluntarily choose to work thirty-two (32) or thirty-five (35) hours per week during the recess periods specified above. Staff volunteering to work thirty-two (32) hours a week with the supervisors' prior approval of the work schedule, will be eligible for two (2) non-consecutive days off during the Fall semester, with prior approval and advanced scheduling of those days. Staff volunteering to work thirty-five (35) hours per week will work regular hours and receive in addition to the two (2) days referenced previously, three (3) days off between Christmas and New Year's Day unless there is a school closure or holiday observance during that period which prevents the use of one or more of these days. In that event, the day or days will be purchased by the College.

These options must be exercised by October 1 of each year for the recess periods that follow.

In no case shall a staff member hired prior to December 1, 1994, who elects to work a thirty (30) hour week during recess periods, be required to work more than twenty (20) days in a schedule not of his/her choice during this period.

43.2 Employees appointed to full-time staff positions on or after December 1, 1994, will work regular hours during the recess periods specified above. They will become eligible for the options outlined in Section 43.1 on the first day of the fiscal year following five (5) years of full-time service.

#### 46.0 STAFF DEVELOPMENT

46.1 During the life of this contract a staff development program shall be implemented. This program shall include but not be limited to professional training in leadership and management skills and workshops that enhance job-related skills.

#### 47.0 SALARY ADJUSTMENTS/ECONOMIC CONSIDERATION

47.1 Salary adjustments and matters of economic consideration effective during the term of this Agreement, shall be subject to the negotiations between the City of New York and the Coalition of Municipal Unions (or its successor) applicable to the same period and shall be consistent with the provisions of Municipal Coalition Economic Agreement. Absent a coalition agreement such matters shall be negotiated by the parties hereto.

#### 48.0 MUNICIPAL COALITION ECONOMIC AGREEMENT

48.1 There is incorporated herein by this reference the Municipal Economic Agreement made by and between the City of New York, the College and the UCE of the College effective concurrent with the term hereof.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed

this \_\_\_\_\_ day of \_\_\_\_\_ 1997

FASHION INSTITUTE OF TECHNOLOGY

by \_\_\_\_\_

UNITED COLLEGE EMPLOYEES OF F.I.T.

LOCAL 3457, AMERICAN FEDERATION

OF TEACHERS

by \_\_\_\_\_