

June 1, 2008 – May 31, 2010

Collective Bargaining Agreement

between

Fashion Institute of Technology
State University of New York

and

**United College Employees of
Fashion Institute of Technology**

Local 3457

American Federation of Teachers

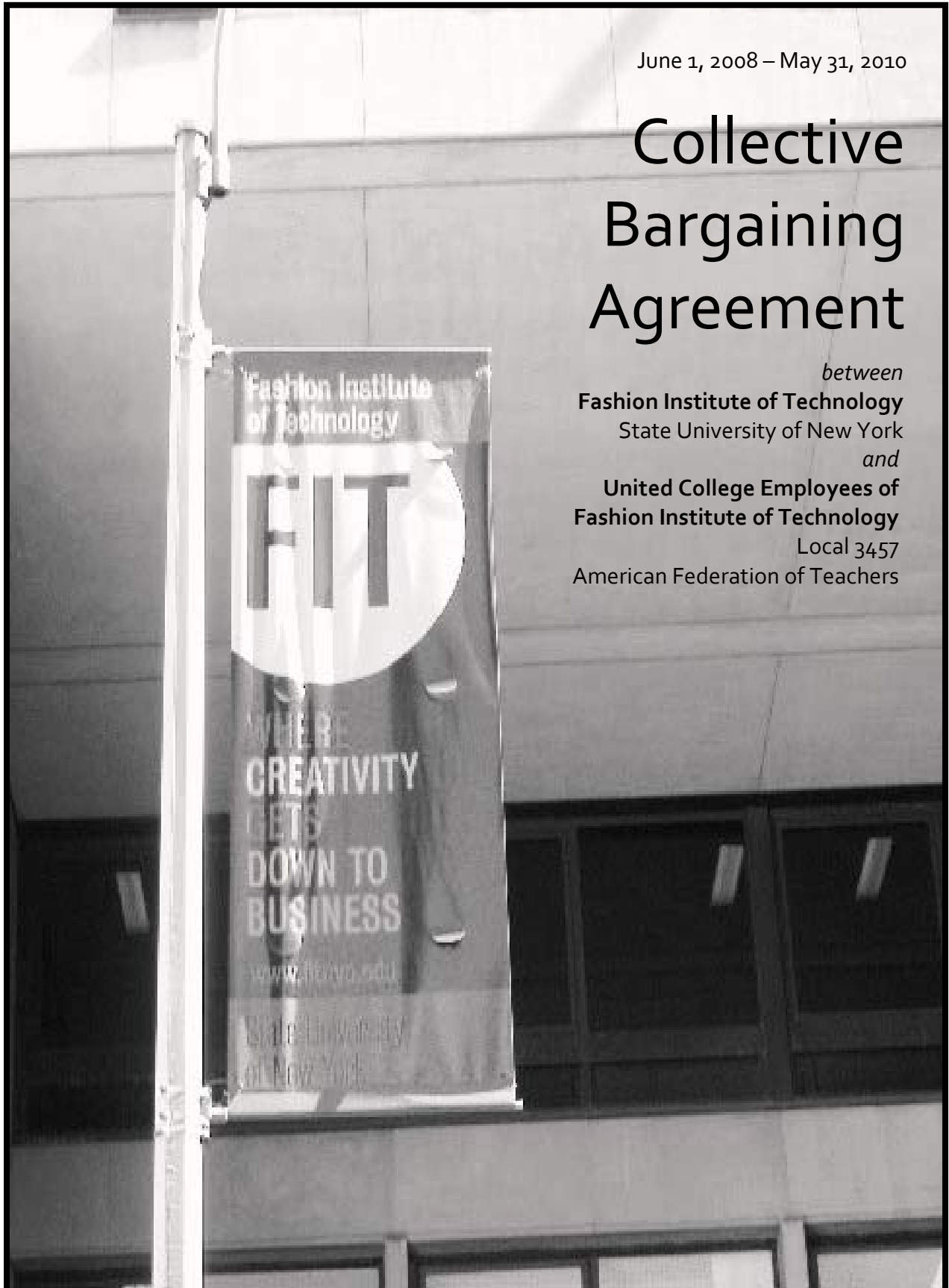


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1.0 DURATION

- 1.1 This contract and each of its provisions shall be effective as of June 1, 2008, and shall continue in full force and effect through May 31, 2010.
- 1.2 Negotiations for subsequent contract shall commence upon the request of either party.

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 Admissions
- *Assistant Director of Career Services
- *Assistant Director of Financial Aid
- *Assistant Director of the Library
- *Assistant Director of Records and Registration
- Coordinator of the Center for Excellence in Teaching
- Counselor
- *Director of Admissions
- *Director of the Center for Excellence in Teaching
- *Director of Computer Graphics
- *Director of Counseling Center
- *Director of Financial Aid
- *Director of Internships
- *Director of Library
- *Director of Career Services
- *Director, Educational Opportunity Programs
- *Director of Records and Registration
- *Director of Student Life
- International Student Advisor
- Librarian
- Registrar

*Non-Tenure Bearing Title

5.4 Classroom Assistant

5.5 Staff

Schedule

- | | |
|--|----|
| - Access Services Manager | 93 |
| - Accounting Clerk I | 87 |
| - Accounting Clerk II | 88 |
| - Accounting Clerk III | 90 |
| - Accounting Officer | 95 |
| - Accounting Supervisor | 93 |
| - Accounts Supervisor | 93 |
| - Administrative Assistant | 91 |
| - Administrative Associate | 94 |
| - Administrative Coordinator | 93 |
| - Administrative Secretary | 90 |
| - Admissions Office Assistant | 90 |
| - Admissions Office Manager | 96 |
| - Analog and Digital Coordinator | 92 |
| - Art and Design Coordinator | 93 |
| - Assistant Collections Manager | 91 |
| - Assistant Coordinator, Printshop | 91 |
| - Assistant Coordinator | 93 |
| - Assistant Conservator | 91 |
| - Assistant Curator, Costumes | 91 |
| - Assistant Curator of Research | 90 |
| - Assistant Database Administrator | 95 |
| - Assistant Museum Registrar | 91 |
| - Assistant Supervisor, Accounts Payable | 91 |
| - Assistant Supervisor, Mailroom | 89 |

- Assistant Supervisor, Payroll	94
- Assistant to the Bursar	93
- Assistant to the Dean	96
- Assistant to the Director, Museum at FIT	92
- Assistant to the First Deputy Bursar	93
- Associate Bursar	95
- Associate Coordinator	94
- Associate Curator, Costumes	93
- Associate Curator, Textiles	93
- Athletic Director	95
- Benefits Coordinator	95
- Benefits Specialist	93
- Budget Office Associate	92
- Bursar's Office Assistant	90
- Bursar's Office Associate	92
- Bursar's Office Supervisor	92
- Call Center Representative	88
- Campus Card Manager	96
- Campus Exhibitions Coordinator	93
- Career Resource Associate	93
- Cataloging Assistant I	89
- Cataloging Assistant II	90
- Cataloging Associate	92
- Clerical Assistant	86
- Clerk I	87
- Clerk II	88
- Collection Assistant	88
- Collection Manager	95
- Collection Supervisor	93
- Conservation Technologist	91
- Conservator	94
- Coordinator, Enterprise Center	96
- Coordinator for Adult Credit Programs	96
- Coordinator of Academic Skills Center	94
- Coordinator of Faculty Services	96
- Coordinator of Media Services	94
- Coordinator of News and Information	94
- Coordinator of Publications/Communications	94
- Coordinator of Services for Students with Disabilities	96
- Coordinator of Special Programs	93
- Coordinator of Technical Projects	96
- Coordinator, Technical Support and Planning	96
- 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
- Database Administrator	96
- Department Coordinator	92
- Department Secretary	88
- Deputy Bursar	95
- Design Research Specialist	93
- Desktop Support Specialist	94
- Director of Evening, Weekend & Pre-College Programs	96
- Director, Purchasing	99
- Educational Skills Assistant	90
- Educational Skills Associate	94

- Electronics Maintenance Engineer	92
- Enterprise Technology Services Manager-Networking	99
- Executive Assistant	95
- Exhibition Manager	94
- Exhibition Production Coordinator	93
- Exhibition Technologist	91
- Financial Aid Assistant	90
- Financial Aid Data Coordinator & Project Manager	99
- Financial Analyst	94
- First Deputy Bursar	96
- Grants Coordinator	93
- Graphics Lab Assistant	92
- Graphics Lab Coordinator	95
- Help Desk Manager	95
- Human Resources Assistant	90
- Human Resources Associate	91
- Human Resources Representative	88
- Information Assistant	89
- Information Management Specialist	96
- International Programs Coordinator	94
- Instructional Computing Center Coordinator	99
- IT Training Resource Coordinator	94
- Library Acquisitions Analyst	90
- Library Associate	92
- Library Clerk	87
- Library Reference Assistant I	89
- Library Reference Assistant II	90
- Lead System Operator	94
- Loan Specialist	94
- Mail Center Manager	93
- Manager, Accounts Payable	96
- Manager, Cashiering Operations	95
- Manager, Contracts, Administration, Purchasing	96
- Manager, Database Administration Systems and Services	99
- Manager, Enterprise Technology Services	96
- Manager, Fund Accounting	96
- Manager, Museum Visual Resources	94
- Manager, Portal and Web Services	99
- Manager, Project Management Office	99
- Manager, Receiving, Print and Mail Operations	96
- Manager, Web Communications	96
- Managing Coordinator, Non-Credit Programs	96
- Managing Editor, Hue Magazine	93
- Materials Assistant	92
- Media Services Assistant	87
- Medical Assistant I	87
- Medical Assistant II	88
- Micro-Computer Hardware Specialist	94
- Micro-Computer Support Specialist	91
- Museum Media Manager	93
- Museum Publications Coordinator	93
- Museum Registrar	94
- Network Facilities Manager	94
- Network Engineer	95
- Network Support Specialist	93
- Office Associate	91
- Offset Press Operator I	87
- Offset Press Operator II	88

- Offset Press Operator III	89
- Payroll Analyst I	88
- Payroll Analyst II	90
- Payroll Coordinator	94
- Press Assistant	90
- Printshop Assistant	88
- Print Manager	95
- Programmer Analyst	94
- Purchasing Agent	94
- Purchasing Associate	92
- Receiving Coordinator	91
- Reconciliation Associate	92
- Reconciliation Records Assistant	89
- Records Assistant	88
- Records & Registration Assistant I	90
- Records & Registration Assistant II	91
- Recruiter	93
- Reference Assistant I	89
- Registrar's Office Manager	94
- Registrar's Office Supervisor	92
- Research Analyst	94
- Research Assistant	90
- Research Associate	91
- Research Curator	94
- Resource Assistant	88
- Secretary I	87
- Secretary II	88
- Secretary III	89
- Senior Conservator	95
- Senior System Analyst Unix/Windows	96
- Slide Classifier, History of Art	92
- Special Collections Assistant	91
- Stockroom Assistant I	87
- Stockroom Assistant II	88
- Student Account Representative	88
- Student Accounting and Collections Assistant	89
- Student Life Office Supervisor	92
- Student Life Technical Supervisor	92
- Student Services Representative I	87
- Student Services Representative II	88
- Student Services Representative III	89
- Supervisor, Cashiering Operations	93
- Supervisor, Desktop Services	95
- Supervisor, End User Support	93
- Supervisor, Fabric and Findings Room	93
- Supervisor, Periodicals	90
- Supervisor, Receiving & Supplies	90
- Supervisor, Resource Distribution	93
- Supervisor, Student Financial Services	93
- Systems Programmer	96
- Systems Specialist	96
- Technologist A	89
- Technologist B	90
- Technologist C	91
- Technology Associate	93
- Technology Coordinator	96
- Technology Manager	95
- Technology Resource Manager	96
- Telecommunications Assistant	92

- Telecommunications Manager	96
- Telecommunications Operator	88
- Telecommunications Supervisor	95
- Telecommunications Technologist	92
- Telecommunications Technology Assistant	90
- Testing Center Coordinator	91
- Time and Attendance Coordinator	92
- User Services Assistant	93
- User Support Assistant I	91
- User Support Assistant II	92
- User Support Assistant III	93
- User Support Manager	96
- User Support Supervisor	94
- Web Communications Assistant	92

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

6.6 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.

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 Union 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 Senate 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 in the acting position 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 only 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 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.

11.3 Only those qualified voters physically 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 physically 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.

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

MATTER	ELIGIBLE VOTERS*
Initial appointment, tenure, or Certificate of Continuous Employment (hereinafter may be referred to as CCE).	Tenured faculty and part-time day faculty holding a Certificate of Continuous Employment in the Department in which they are working. Those part-time faculty members who vote on initial appointment, reappointment or tenure of an individual may at no time become candidates for that position, or for one which becomes available as a result of a negative department vote on that individual.
Reappointment for 2nd, 3rd, 4th, 5th & 6th semesters.	Tenured faculty and tenured classroom assistants, part-time day faculty and classroom assistants holding a Certificate of Continuous Employment in the Department in which they are working. Those part-time faculty members who vote on initial appointment, reappointment or tenure of an individual may at no time become candidates for that position, or for one which becomes available as a result of a negative department vote on that individual.
Promotions	Full-time faculty with at least two (2) years continuous service and part-time day faculty holding a Certificate of Continuous Employment in the Department in which they are working.
Elections/Recall: Chair, Associate Chairs, Assistant Chairs	Full-time faculty and part-time day faculty holding a Certificate of Continuous Employment in the Department in which they are working. Candidates for these positions are eligible to vote. Individual being recalled is eligible to vote.
Other Elections and Other Matters	Full-time faculty and classroom assistants with at least two (2) semesters continuous service; and part-time day faculty who are on the AOP B list in the Department in which they are voting and part-time day classroom assistants who have completed the equivalent of one year's service in the Department in which they are voting.

*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.

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

- 12.1 Effective Fall 2009, elections for Department Chairs, Associate Chairs and Assistant Chairs, except as excluded in Section 12.4, shall be nominated and elected by the Department anytime after the start of the semester but prior to October 15th 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 School Dean 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 Directors (including Associate and Assistant Directors) who shall serve at his/her pleasure.
- 13.2 The appointment and consultation process for Directors of Departments of four (4) or more qualified full-time members shall be as follows, unless the President opts to fill the vacancy from outside the College (see 13.3):
- a. All interested full-time faculty members in the Department may submit applications for candidacy stating their qualifications to the Senior Administrator.
 - 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 two-thirds (2/3) 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 prior to the vote being taken.
 - j. The foregoing process shall be initiated following the occurrence of a vacancy in the position.
- 13.3 If a vacancy exists within a department, the President, at his/her option, may initiate a search outside of the College. After the Senior Administrator certifies the pool, a Screening Committee, composed of two (2) members from the Administration appointed by the President and two (2) members of the department selected by the full-time non-classroom faculty of that department (the number of Committee members may be expanded by mutual consent of the President and the Union) will be appointed to screen resumes. Resumes will be forwarded to the respective departments. The process for faculty appointments will be followed.
- 13.4 When filling any of the above mentioned titles, every effort shall be made to give consideration to all qualified candidates from within the College.
- 13.5 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 Senate. 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 Senate 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 Human Resources. No other personnel file shall be maintained. Whenever an item is placed in an individual's personnel file, the Office of Human Resources 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 ninety (90) 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 employee's personnel file.
- 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 Human Resources 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 Human Resources, 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.
- 14.9 Supervisors may maintain files on employees under their supervision. They may maintain in these files notes regarding conversations, copies of memos they have written to employees that have or have not been copied to individuals' personnel files and other information pertaining to employees' performance, attendance, and other relevant information. Materials from these files may not be used in disciplinary procedures unless they are offered in support of similar misconduct already documented in the employees' official personnel files maintained in the Office of Human Resources.

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 School 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 School 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 School 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. A written summary of criteria used for evaluation of faculty and classroom assistants will be developed and distributed at the time of initial appointment.
- 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.

- 17.3 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.

- 17.3.1 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.

- 17.4 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, the Vice President for Academic Affairs, 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.
- 17.6.1 If the Dean or Vice President recommends non-reappointment, the employee shall be notified on or before December 15th for the Fall semester and on or before May 15th for the Spring semester.
- If the President's decision is non-reappointment, the employee shall be notified on or before December 15th for the Fall semester and on or before May 15th for the Spring semester.
- 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 School 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 School 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).
- 17.12 Beginning the Fall 2007 semester, for the purposes of reappointment, tenure and certificates of continuous employment, the candidate's records to be presented at the department meeting will be made available by the Tenure and Promotion Committee to interested department members at least

two weeks (14 calendar days) prior to the vote. Any objections to the records must be made to the department Tenure and Promotion Committee prior to the meeting. The parties to the contract agree to the process for the conduct of such meetings. The department vote will not be subject to the grievance and arbitration procedures. The only grievance that may be filed is one alleging that the process as defined below has not been followed.

The T&P committee will prepare its report on the candidate to distribute to the department two weeks (fourteen (14) calendar days) before the vote. Any objections to the report must be made prior to the date of the vote. The objection must be resolved before the date of the vote. No objections may be filed at the meeting.

Department Meeting Process

1. An announcement must be distributed two weeks prior to a department meeting stating the purpose of the meeting. If there is a vote scheduled, the candidate must be invited.

2. Discussion takes place as follows:

- a. T&P Committee reads evaluations and candidate information in the presence of candidate (if in attendance). Faculty may question candidate at this time.
- b. Candidate may comment or clarify any questions that may arise.
- c. Candidate leaves the meeting room.
- d. Discussion takes place.
- e. Candidate returns and answers any additional questions.

3. Voting

- a. Prepared ballot should be distributed to eligible voters (the candidate may not vote)
- b. A secret ballot is conducted.
- c. The ballots are counted in the presence of the candidate.
- d. Result of the vote is announced and recorded.
- e. The T&P chair shall retain the original ballots for a period not to exceed one semester.

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 shall be for the faculty members' use only except where the rating is 4.5 or less in any class in which case they shall be reviewed by the Department Chair. In the event of an evaluation rating of 4.5 or below, the faculty member shall be evaluated in that class in the subsequent semester. In the event the second evaluation results in a rating of 4.5 or below, the evaluation shall be reviewed by the Dean as well as the Department Chair. In the event an evaluation is rated 4.0 or below in any class, the Dean and the Department Chair shall review the evaluation in the first instance. The evaluation shall be used for developmental purposes.

17.17.2 A joint committee representing the UCE and the college shall convene and issue a plan for establishing post-tenure review recommendations. The report will be presented to the labor management committee by the end of the spring 2007 semester.

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

- 18.1 The Dean(s) of the School(s) shall appoint a three (3) member faculty committee from the appropriate School(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 School'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 School Dean and the Department. Any subsequent employment shall be without prior service credit except that upon recommendation by the Department and School 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.
- 19.4 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).

- 19.5 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.
- 19.6 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.
- 19.7 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.
- 19.7.1 If the Dean or Vice President recommends non-reappointment, the employee shall be notified on or before December 15th for the Fall semester and on or before May 15th for the Spring semester. This recommendation shall serve as notice of termination.
- If the President's decision is non-reappointment, the employee shall be notified on or before December 15th for the Fall semester and on or before May 15th for the Spring semester.
- 19.8 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.
- 19.9 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.
- 19.10 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.
- 19.11 Beginning the Fall 2007 semester, for the purposes of reappointment, tenure and certificates of continuous employment, the candidate's records to be presented at the department meeting will be made available by the Tenure and Promotion Committee to interested department members at least two weeks (14 calendar days) prior to the vote. Any objections to the records must be made to the department Tenure and Promotion Committee prior to the meeting. The parties to the contract agree to the process for the conduct of such meetings. The department vote will not be subject to the grievance and arbitration procedures. The only grievance that may be filed is one alleging that the process as defined below has not been followed.

The T&P committee will prepare its report on the candidate to distribute to the department two weeks (fourteen (14) calendar days) before the vote. Any objections to the report must be made prior to the date of the vote. The objection must be resolved before the date of the vote. No objections may be filed at the meeting.

Department Meeting Process

1. An announcement must be distributed two weeks prior to a department meeting stating the purpose of the meeting. If there is a vote scheduled, the candidate must be invited.
2. Discussion takes place as follows:
 - a. T&P Committee reads evaluations and candidate information in the presence of candidate (if in attendance). Faculty may question candidate at this time.
 - b. Candidate may comment or clarify any questions that may arise.
 - c. Candidate leaves the meeting room.
 - d. Discussion takes place.
 - e. Candidate returns and answers any additional questions.
3. Voting
 - a. Prepared ballot should be distributed to eligible voters (the candidate may not vote)
 - b. A secret ballot is conducted.
 - c. The ballots are counted in the presence of the candidate.
 - d. Result of the vote is announced and recorded.
 - e. The T&P chair shall retain the original ballots for a period not to exceed one semester.

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 Human Resources.
- 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 Human Resources.

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 Human Resources. 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 Human Resources.
- 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 Human Resources 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.
- 21.1.6 An adjunct faculty member who drops a course after December 15th for the Spring semester or after July 1st for the Fall semester, except for cause (personal illness, professional or personal obligations, military service, etc.), which shall be reviewed by the Chair and Dean and approved by the Vice President for Academic Affairs, shall be prevented from exercising their AOP rights for one year effective the semester directly following the one during which the course was dropped. No loss of AOP hours shall occur.
- 21.1.7 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.

21.2 AOP Course Denial:

- 21.2.1 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.
- 21.2.2 In addition, after the completion of course selection by the Department, the assignments shall be reviewed by the School 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.
- 21.2.3 The department Chair and Dean may 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 there is documented evidence of the specific requirements of the course(s) 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.

The faculty member who is denied a course under this provision shall have the option of selecting another course for which s/he is qualified or following a developmental program determined by the Chair, Dean and the CET. The faculty member will receive pay while undergoing the developmental program for one semester. The program contents will be shared with the UCE.

The program will have objective benchmarks and its successful completion will be determined by the Chair, Dean and the CET. If the individual successfully completed the program, s/he may select the course which they were originally denied in the following semester. A peer observation will be conducted.

If the individual fails to successfully complete the program as determined by the Chair, Dean and the CET, s/he will not be permitted to teach that particular course or may pursue, on his/her own and without pay, additional developmental programs with the CET.

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 School 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. Full-time retirees must teach a minimum of one class during a calendar year to maintain their ranking on the "B" list, except for personal illness or other extenuating circumstances approved by the Vice President of Academic Affairs, such as the course being canceled or the faculty member being "bumped" by another faculty member. Should a full-time retiree lose such order of selection, s/he will accrue AOP credits as specified in 21.4.4.
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.

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 School 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 fall or spring 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-Summer/Summer. An extension of one (1) semester may be granted upon the mutual agreement of the School Dean and the Department. Any subsequent employment shall be without prior service credit except that upon recommendation by the Department and School Dean and approval of the President an employee may be granted any portion or all prior service credit.

21.4.5 Substitution

For the Fall and Spring semesters, a classroom faculty member's first absences equating to a week's load (i.e., a maximum of 12 hours for full-time faculty) there shall be no substitutions. The course work shall be made up by the faculty member in accordance with the criteria and methods established for each department by the Dean, the Department Chair and the department members. Each make-up shall be approved by the Department Chair in writing. Full-time faculty shall make up the first twelve (12) hours of absence each semester. Part-time faculty shall make up the first absences equating to one week's class load up to twelve (12) hours per semester except that part-timers with a three (3) hour class load per week shall make up the first six (6) hours of absence each semester. Faculty members who make up the classes hour for hour shall have their sick leave charge restored. For Winterim, Summer, Summerim, the number of absences will be two (2) per class without substitutes.

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

21.4.7 AOP credit shall be given to the faculty member who does the substitution after five (5) consecutive weeks of teaching the same class.

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 fall or spring 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 School Dean and the Department. Any subsequent employment shall be without prior service credit except that upon recommendation by the Department and School 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.
- 21.5.7 Effective September 1, 2005, adjunct faculty will receive \$1,000 for new course development.
- 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 May 31, 1997, shall be limited to a maximum of nine (9) day hours and no more than twelve (12) hours combined day, evenings and weekends each semester.
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 School 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 School 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 fall or spring 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 School Dean and the Department. Any subsequent employment shall be without prior service credit except that upon recommendation by the Department and School 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 Distance Learning Program

- 21.9.1 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, except as set out below.
- 21.9.2 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 distance learning program.
- 21.9.3 A faculty member who adapts a current course or develops a new course for delivery by Distance Learning shall have the right of first selection of that course for the first four times the course is offered.

If the faculty member who developed the course opts to decline teaching the course in a given semester, the semester in question shall count as one of the four. When two sections of the course are offered, the decline of one section shall not count toward the four. However, if the faculty member chooses to teach two sections in one semester, it shall count as two.

If the faculty member is unable to teach because of circumstances beyond his/her control, the Vice President for Academic Affairs in consultation with the UCE of F.I.T. shall determine if that semester will count as one of the four.

- 21.9.4 Full-time faculty can teach one on-line course as part of their day schedule and two as part of their evening schedule for a total of three courses.
- 21.9.5 Part-time faculty can teach up to two on-line courses, one of which can be part of their day schedule.
- 21.9.6 Faculty members must teach at least four courses in the classroom before being eligible to teach on-line.
- 21.9.7 Adjuncts must teach at least one face-to-face class on campus every 4th year.
- 21.9.8 Effective Spring '04, faculty who are tenured or have received a CCE, teaching on-line for the first time at FIT, must have peer evaluations for their first two consecutive semesters teaching on-line.
- 21.9.9 Notwithstanding the above, all faculty shall be subject to the evaluation processes outlined in the collective bargaining agreement.
- 21.9.10 Faculty being trained and developing an on-line course for the first time shall receive a \$2,000 stipend.
- 21.9.11 Faculty members shall receive a \$500 stipend for developing a second course and any additional course after the second course.
- 21.9.12 Faculty members being trained to teach an additional section of an existing course shall receive a \$500 stipend.
- 21.9.13 Faculty seeking training in order to assert their AOP ranking to select a course already online will receive training but will not be compensated for the training.

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 Adjunct Classroom Faculty Promotions:

24.3.1 Effective the Fall 2009 Semester, adjunct classroom faculty who have attained 168 hours on the AOP list and who meet the criteria for promotions as outlined in the Faculty Senate Handbook, shall be eligible for promotion to Adjunct Associate Professor. Adjunct classroom faculty who have attained 216 hours on the AOP list and who meet the criteria for promotions as outlined in the Faculty Senate Handbook, shall be eligible for promotion to Adjunct Professor.

24.3.2 Adjunct classroom faculty who are promoted to the Adjunct Associate Professor shall receive the salary as set out in the attached Schedules 97A, except that Adjunct Assistant Professors who are on step 13 or 14 of salary schedule 97 shall receive a five percent (5%) hourly increase upon promotion to Adjunct Associate Professor.

24.4 Adjunct Non-Classroom Faculty Promotions:

24.4.1 Effective the Fall 2009 Semester, adjunct non-classroom faculty who meet the criteria for promotions as outlined in the Faculty Senate Handbook, shall be eligible for promotion to Adjunct Associate Professor. Adjunct non-classroom faculty who work 19 or more hours per week will be eligible for one year of credit towards promotion for every 18 months worked. Non-classroom faculty working 10-18 hours per week will be eligible for one year of credit towards promotion for every 2 years worked. Non-classroom faculty working 1-9 hours per week will be eligible for one year of credit towards promotion for every 3 years worked. Adjunct Associate Professors, who meet the criteria for promotions as outlined in the Faculty Senate Handbook, shall be eligible for promotion to Adjunct Professor.

24.4.2 Adjunct non-classroom faculty who are promoted to the Adjunct Associate Professor shall receive the salary as set out in the attached Schedules 98A, except that Adjunct Assistant Professors who are on step 13 or 14 of salary schedule 98 shall receive a five percent (5%) hourly increase upon promotion to Adjunct Associate Professor.

24.5 Department Tenure and Promotion Committee:

24.5.1 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.

24.5.2 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:

24.5.3 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.

- 24.5.4 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.
- 24.5.5 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 School Dean from among the Chairs, Associate Chairs, and Assistant Chairs of the Division, shall function as the Departmental Tenure and Promotion Committee.
- 24.5.6 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.

- 24.5.7 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.
- 24.5.8 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 School 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.

- 24.5.9 A faculty member denied a recommendation by the Department may appeal to the School Dean to consider the candidate's credentials. If the School Dean regards them favorably, (s)he shall forward the candidate's forms to the College-wide Tenure and Promotion Committee.
- 24.5.10 The College-wide Tenure and Promotion Committee shall vote to recommend or not recommend candidates for promotion. A ranked list of all the candidates for promotion, in order of priority, shall be forwarded to the President.
- 24.5.11 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.

24.5.12 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.

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. For all new and vacant positions the College shall post and schedule the daily hours according to the needs of the College. 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.

28.3.3 IT employees who are on-call will carry a communications device on a rotational basis. An individual would normally be assigned once every five weeks for weekend and/or holiday coverage. The employee on-call must be able to report within two hours. Employees on-call will receive two hours pay for each day on-call. The individual will either respond or coordinate a response by calling the appropriate person to handle the specific problem. The person who has to actually respond to a call will receive overtime pay at their own pay rate for the time actually worked or for a minimum of four hours, whichever is greater, including travel time.

The following titles may be expected to perform on-call duty:

Database Administrator
Manager, Enterprise Technology Services
Manager, Telecommunications
Supervisor, Customer Support
User Support Manager
Technology Manager
Web Specialist

The Union will be given advance notice in the event the IT Department seeks to add additional titles to perform on-call duty.

Recall:

IT employees shall not unreasonably refuse to come back to work and/or to stay at work for overtime assignments in the event of an emergency.

Special Assignments/Projects:

IT employees shall not unreasonably refuse to work on a day or time when the college or IT department is closed, for special assignments or special projects that must be performed while the college is not in session (such as software upgrades, hardware replacement, implementation or new equipment/software, etc.) IT personnel may be asked to stay late in the evening or arrive at work early in the morning and may be asked to report to work on a weekend or holiday, except if excused for extenuating circumstances with approval by the CIO. The individual reporting will be compensated for the time spent at work in accordance with FLSA regulations. Management will give employees as much advanced notice of such assignments as possible, but no less than five (5) business days, unless a shorter duration is agreed to by both parties to this agreement. An employee who works on an official holiday shall receive two and one half (2-1/2) hours of pay for each hour worked in lieu of the holiday and will not receive another day off for the holiday worked.

- 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 supervisor and a senior administrator, 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

- (a) 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.
- (b) An employee proposed to be disciplined in accordance with this procedure shall be furnished by the Office of Human Resources, a detailed written statement 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 employee's supervisor. (S)he shall further be informed by the Office of Human Resources of his/her rights under this procedure by furnishing a copy of these procedures.
- (c) Should the Senior Administrator and/or Human Resources believe that the offense is so serious as to require immediate suspension with pay, Human Resources may recommend such action to the President prior to fact finding and due process described below.
- (d) The charges against the employee shall be reviewed by the Union/Administration Disciplinary Committee consisting of two (2) individuals, one member selected by the Union, and one member selected by Administration. The Committee shall promptly investigate the matter by interviewing all concerned parties, reviewing appropriate and related documents, and submitting a recommended disposition to the President for his/her action.
- (e) The Committee shall deliver its recommendations to the President no later than sixty (60) work days from the date the charges are filed. Upon request, the President may grant the Committee, for good cause shown, up to an additional thirty (30) days to submit its report. For the purposes of Disciplinary procedure, "work day" is defined as any day on which classes are officially in session during the fall and spring semesters, except Saturdays and Sundays. The clock will stop on the Committee's work beginning July 1st through the day before the fall semester convocation or beginning January 1st through the day before spring semester convocation unless the two members of the Committee agree to continue working through all or part of this period. Should the Committee not be ready to submit a recommendation to the President by the deadline, the Union will have five (5) work days to submit information about the disciplinary action to the President.

- (f) Upon receipt of the committee report, the President may take disciplinary action. Penalty may include, but is not limited to, reprimand or recommendation to the President, to suspend with or without pay, or termination. If the President's decision is to terminate a tenured employee, s/he 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 President's decision is to terminate a part-time employee who is a bargaining unit member and who holds a certificate of continuous employment (CCE), the College and Union will refer the case to an outside arbitrator for final and binding determination.
- (g) The Committee recommendation, the President's action and other findings, if any, shall be placed in the employee's file unless the charges are ultimately rejected.
- (h) 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 VACATIONS: CLASSROOM FACULTY

- 30.1 Full-time 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 full-time faculty members shall be available on campus for counseling and advisement of students.

31.0 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:

<u>Years of Service</u>	<u>Vacation Days</u>
1 through 5	30 days
6 and 7	40 days
8 and 9	45 days
After 9 years	50 days

Full-time non-classroom faculty appointed on or after March 5, 2007, shall accrue vacation days as follows:

<u>Years of Service</u>	<u>Vacation Days</u>
1 through 6	25 days
7 through 9	30 days
10 and after	40 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:

<u>Years of Service</u>	<u>Free Days</u>
1 through 5	6 days
6 and 7	8 days
8 and 9	9 days
After 9 years	10 days

Full-time non-classroom faculty appointed on or after March 5, 2007, shall accrue free days as follows:

<u>Years of Service</u>	<u>Free Days</u>
1 through 5	3 days
6 through 8	4 days
9 and after	5 days

31.31.0 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:

<u>Years of Service</u>	<u>Vacation Days</u>	<u>Free Days</u>
1 through 3	30	6
4	35	10
5	40	10
6	45	10
7	50	10

Full-time classroom assistants appointed on or after March 5, 2007, shall accrue vacation days as follows:

<u>Years of Service</u>	<u>Vacation Days</u>
1 through 6	25 days
7 through 9	30 days
10 and after	40 days

Full-time classroom assistants appointed on or after March 5, 2007, shall accrue free days as follows:

<u>Years of Service</u>	<u>Free Days</u>
1 through 5	3 days
6 through 8	4 days
9 and after	5 days

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

<u>Years of Service</u>	<u>Vacation Days</u>	<u>Free Days</u>
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 Saturday or Sunday, the staff shall receive optional days: 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.

Full-time staff appointed on or after March 5, 2007, shall accrue free days as follows:

<u>Years of Service</u>	<u>Free Days</u>
1 and 2	0
3 and after	2

- 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:

<u>Years of Service</u>	<u>Vacation Days</u>
1 through 4	20
5 years	25
6 years	30
7 years	35

- 33.1.2 Full-time staff appointed on or after March 5, 2007, shall accrue vacation days as follows:

<u>Years of Service</u>	<u>Vacation Days</u>
1 through 7	20
8 through 13	25
14 and after	30

- 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 School 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 Human Resources, 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 a domestic partner or 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.

Full-time employees hired on or after June 1, 2005, shall receive seven (7) days of sick leave the first day of each Fall semester, and seven (7) 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	1-9	0
	10-15	19*/20 hours
	16-25	28*/30 hours
4-5	1-9	0
	10-15	35 hours
	16-25	40 hours
6-8	1-9	0
	10-15	45 hours
	16-25	55 hours
After 8	1-9	0
	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 employees will have one (1) sick bank against which all illnesses will be charged. Each day or portion of a day an employee is absent due to illness, the appropriate number of days (or portion of a day) must be charged to the bank. In addition, one (1) day must be charged to the bank for each evening assignment missed due to illness. Where an employee is absent due to illness on a day when (s)he works both day and evening regularly scheduled assignments, two (2) days must be charged to the employee's sick bank. A regularly scheduled assignment is one that is worked each week during a full semester. This section does not apply to overtime work or assignments that occur intermittently during the course of a semester.

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 A Terminal Sick-Bank Payment, equal to the current value of one-half of the unused days in the employee's sick bank, but in no event more than a total of 100 days, shall be paid to the employee at the time of his or her retirement, provided that both (a) the employee has either attained the age of 55 years and ten years of full-time service or 20 fall and/or spring semesters of part-time service at the time of retirement or is eligible for an early-retirement incentive then being offered by the College, and (b) the employee has certified in writing to the College that he or she (1) has applied to receive a benefit under an approved FIT employee retirement plan or (2) has been determined by the retirement plan to be entitled to receive such a benefit.

All classroom faculty who opt to retire must do so prior to the beginning or after the close of an academic semester. In the event of extraordinary circumstances, retirement may be permitted during an academic semester. A Terminal Sick-Bank Payment shall be made in such event only when the requirements set forth in the preceding paragraph are met.

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 Personal business days may be taken solely to attend to personal business that cannot be conducted outside of the work day such as medical appointments (may be charged to either the personal or sick banks) legal or financial business and/or home repairs. Personal days may not include compensated professional activities unrelated to the college or other activities for which the employee is paid. Advance notice must be given to the immediate supervisor when possible. 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 if requested.

Full-time employees may use up to five personal business days per academic year (September through August). Part-time employees may have two personal business absences during the Fall/Winterim period and two during the Spring/Summer period. Days identified as personal days are drawn from the sick bank. Any unused personal days will be rolled back into the sick bank at the end of the academic year.

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. Effective June 2009, faculty teaching Pre-College Programs are eligible for payment for absences due to the following:

- (a) College Business:
Employees who represent the college at a function authorized by the senior administrator and / or at the request of the President or the President's designee will be considered to be out on college business. These functions include but are not limited to the authorized attendance at a conference or meeting or fulfilling any other specific external assignment. Employee must submit appropriate documentation to their supervisor / chairperson and senior administrator, and receive prior written approval to participate from the supervisor / chairperson and senior administrator.
- (b) 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, domestic partners, 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.
- (c) Official closing of the College because of an unforeseen emergency.
- (d) Attendance at graduation ceremonies for the employee or the employee's spouse, domestic partner, 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.
- (e) 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 School 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 Parental Child Care Leave

- 34.7.1 All provisions for unpaid leave outlined under Section 34.4.1 above shall apply in all cases where any employee covered by this contract whose spouse or domestic partner gives birth to a child, when such leave is requested by the employee.

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 Effective March 5, 2007, the College shall supplement payments received under Workers' Compensation law to the level of an employee's full salary for up to a maximum of two years. It is understood that full-time employees claiming workers' compensation, who are also eligible for the college's long-term disability plan, must file for long-term disability coverage (LTD) within the appropriate time period. Payments that the employee receives from LTD coverage shall be counted towards the college's obligation.

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 in effect as of June 1, 2005.

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 prior to June 1, 1997 for four (4) consecutive years shall be a prorated amount of the individual premium based on the employee's weekly work load. Employees must be working a minimum of one-half of a full-time load.

Health insurance reimbursement for part-time staff, part-time non-classroom faculty, and part-time classroom assistants employed on or after June 1, 1997, 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. The College shall pay to the Union, a 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/domestic partner/dependents. The spouse/domestic partner/dependents will pay the current employee share. This coverage will be maintained for a maximum of twelve (12) months. Coverage will stop if the spouse/domestic partner/dependents obtain other medical coverage within the twelve (12) month period. Spouses and domestic partners must have been enrolled on the College's medical plans at the time of the employee's death.

35.5 All full-time employees and employees working at least one half (1/2) of a full-time work load, their spouses, domestic partners, 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 fifty-five (55) years or older 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 School 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.

36.0 SALARY PAYMENTS: PROCEDURE

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

36.2 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 (1/2) their normal hourly rate.
- 38.9 Effective March 26, 2009, adjunct classroom faculty shall receive one half (1/2) of their hourly rate for each hour spent attending mandatory training. Such training shall include Sexual Harassment Training, Occupational Safety and Health Training (OSHA), and any training required by federal law, state law and organizational policy.
- 38.10 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, School and Departmental meetings and shall have the right to attend them.

- 38.10.1 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.
- 42.2 Staff Compensation Program
- 42.2.1 The parties agree to form a committee represented by the UCE and the College to review the recommend changes to the staff compensation program. The College will negotiate any changes in the terms and conditions of employment which may result from revisions to the classification and compensation system.

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.

43.3 Friday and Christmas Closings:

43.3.1 Effective June 1, 2009, the College will be closed on Fridays for approximately ten (10) consecutive weeks every summer and for the three (3) days between the Christmas and New Year's holidays. Employees will be expected to either make up the time they would have worked on Fridays during the remaining 4-days in the week or, charge that time, if eligible, to their vacation, optional or free day banks. In those cases where operational necessity requires an office to be open on a Friday during the summer, the College will provide the individual with a Monday off or another mutually agreed upon day in the week. The time for the days between Christmas and New Year's Day will be made up by individuals working one additional hour per day during the Winterim and Spring breaks, or charge that time, if eligible, to their vacation, optional or free day banks.

44.0 STAFF DEVELOPMENT

44.1 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.

45.0 SALARY ADJUSTMENTS/ECONOMIC CONSIDERATION

45.1 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.

46.0 MUNICIPAL COALITION ECONOMIC AGREEMENT

46.1 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 _____ 200__.

FASHION INSTITUTE OF TECHNOLOGY

by _____

UNITED COLLEGE EMPLOYEES OF F.I.T.
LOCAL 3457, AMERICAN FEDERATION
OF TEACHERS

by _____

STAFF COMPENSATION PROGRAM

I. Definitions of Terms Used in Staff Compensation Program

Reevaluation is the process of determining the extent of change in the nature of a job. This may result in an upgrade - a change to a title in a higher salary group; the position remaining evaluated in the same salary group; a downgrade - job changes to a title in a lower salary group.

A lateral transfer is the reassignment of an employee to another position in the same group level as the one currently assigned.

II. Position Evaluation

a. Purpose of Position Evaluation

Position evaluation provides the basis for maintaining the balance between organizational needs for stability and flexibility, developing career ladders and opportunities, providing equal pay for equal work, defining organizational roles, and clarifying job duties and responsibilities.

III. Evaluation of New Position

Before recruiting or filling a newly created job, the department must prepare a personnel requisition form (obtained from the Office of Human Resources) signed by the Senior Administrator and forwarded to the Office of Human Resources for review. The Reevaluation Committee evaluates the position and recommends to the President's designee the appropriate salary group assignment and designation for the Federal Labor Standards Act classification. The supervisor and Senior Administrator are advised of the title and salary group.

IV. Reevaluation

The assignment of duties by a supervisor to an employee or the assumption of duties by an employee that are inconsistent with those described in his/her position description which may lead to any upgrade and/or additional cost is prohibited without the approval in advance of the Vice President of the Division involved. Temporary assignments of new or different duties for short periods, not to exceed three (3) months, are permitted if other duties are temporarily suspended until the new duties are no longer needed or transferred elsewhere. If temporary duties assigned to an employee elevate the employee's position to a higher classification, the employee will be paid at the higher level for the period of time the employee performs these duties.

Should there be approval by the appropriate Vice President for assignment of significant and additional duties and responsibilities to a staff employee that may result in an upgrade in classification, the Reevaluation Committee will be notified to review the impact of such change and recommend an appropriate reply to the President's designee, which shall be acted upon within forty-five (45) days after receipt by the Committee.

- a. When an existing position has significantly changed in duties or responsibilities, the supervisor may request reevaluation. The supervisor with the approval of the Senior Administrator/Dean submits a memo listing the duties of the position to the Office of Human Resources. The position will be analyzed using the factor comparison method. This may result in an upgrading, the position remaining evaluated at the same salary level or a downgrading.

1. The supervisor may submit a request to reevaluate a staff position to the Senior Administrator and the Office of Human Resources simultaneously.
 2. The Office of Human Resources date stamps the request for reevaluation upon receipt.
 3. The Senior Administrator will approve or disapprove the request for reevaluation and notify the Office of Human Resources, in writing.
 4. The Office of Human Resources will submit requests for reevaluation approved by the Senior Administrator to the Reevaluation Committee who will have forty-five (45) days to act upon the request and make a recommendation to the President's Designee.
 5. If the recommendation of the Reevaluation Committee recommends approval and the President's designee accepts that recommendation, any salary change will be retroactive to the original date stamped by the Office of Human Resources in item 2 above.
- b. All positions requested for reevaluation are reviewed by the Reevaluation Committee. The Committee forwards the reevaluation request to the President of the College or President's designee for approval. The President or President's designee may accept or reject any recommendations. This decision is final and not subject to arbitration.
- c. The Reevaluation Committee is:
- Composed of a representative from the Office of Human Resources selected by the Vice President for Human Resources and a Union representative selected by the President of UCE. Both members should possess a comprehension of the factor comparison system; knowledge of the College's policies and procedures and functions related to its academic and administrative departments.
 - Responsible for designating the Federal Labor Standards Act on reevaluated jobs;
 - Responsible for advising the Supervisor and the Senior Administrator making the reevaluation request of the approval or disapproval of the evaluation by the President of the College or President's designee. The Supervisor will inform the employee of the decision;
 - Responsible for auditing the benchmark positions every three years to ensure their accuracy and maintain internal consistency of their evaluation.
- d. Factor Comparison Method
- Jobs are evaluated on the basis of five (5) defined factors which are derived from the assigned duties, responsibilities and other characteristics. These factors and their definitions are:
1. KNOWLEDGE AND SKILL: What needs to be known and the abilities required to carry out the tasks.
 2. JUDGEMENT: Problems expected to solve; decisions expected to make; the degree to which the job is guided by standard procedures; and the supervisors degree of supervision.
 3. COMPLEXITY: The number of and inter-relationships among assigned tasks and elements in tasks and interdependence of tasks with those performed by others.

4. INTERPERSONAL RELATIONS: The nature, purpose and extent of face-to-face and telephone relationships in assigned tasks and the ability required to carry these out.
5. IMPACT: How performance can affect achieving organizational objectives. Both the breadth and intensity of impact and special responsibility and accountability are considered.

Using these factors, each position is compared to at least three other college positions in order to determine the jobs value relative to other jobs in the college. Of the three jobs used for comparisons, one position should be a benchmark job. (The benchmark job is typical in a class of position titles in terms of job duties and responsibilities.

e. Benchmark Jobs

The benchmark jobs are:

<u>Group</u>	<u>Job Title</u>
Group 86	Clerical Assistant
Group 87	Secretary I
Group 88	Secretary II
Group 89	Secretary III
	Technologist A
Group 90	Technologist B
Group 91	Technologist C
Group 92	Department Coordinator
Group 93	Benefits Specialist
Group 94	Loan Specialist
	Curator of Textiles
Group 95	Collection Manager
Group 96	Database Administrator

f. Assignment to Salary Groups

Through the evaluation process, each job is placed in one of the twelve (12) salary groups, Groups 86 through 96 and 99.

V. Performance Appraisals

a. Timing of Performance Appraisals

Performance appraisals are due on full time employees three six, nine and twelve months after employment and twice a year during the next two (2) years of employment or until tenure is granted.

Performance appraisals are due on part-time employees at least semi-annually until the Continuous Certification of Employment is received.

b. Rating Categories and Appraisal Factors

An employee's performance is rated according to five standards - outstanding, very good, good, marginal, and not acceptable, using job related criteria as follows:

- Quality
- Quantity
- Job Knowledge
- Cooperation
- Initiative
- Communication Skills
- Attitude
- Organization
- Judgment

Additionally, attendance and punctuality are examined to determine if a problem exists, and supervisory personnel are also rated on:

- Supervision
- Employee Development

VI. Salary Administration

a. Salary Structure

1. The College has developed a salary structure for staff positions consisting of eleven (11) salary groups.

b. Salary Administration

1. Full-time and part-time employees hired before March 1, 1997, are granted an incremental increase on their salary anniversary date which is either on February 1 or September 1 to the next step in the salary group in which the job is evaluated. The increment date is approximately one year after employment and on the closer of the two dates. Increments for part-time employees hired on or after March 1, 1997 should refer to the appropriate salary schedule.
2. Salary schedules may be adjusted according to the Collective Bargaining Agreement approved by the City of New York.
3. Salary increases granted as a result of an employee taking a position in a higher group are effective on the date the employee starts work on the new job.
4. Salary increases granted as a result of reevaluations are retroactive to the date of the beginning of the first pay period following receipt of the reevaluation request by the Office of Human Resources.
5. An increase in salary as a result of a promotion or upgrade due to a reevaluation will be to the step in the higher group closest to the current salary of the employee. If the differential is \$874.00 per year or less, the salary in the next step is granted. (This policy only applies to full-time employees).
6. If a promotional increase results in a lower salary in the new salary group structure as compared with the salary in the same step of the former salary schedule, the employee receives the salary in a step of the new salary group structure closest to the salary of the former salary schedule.
7. Downgrade due to reevaluation will not result in a decrease in salary. The employee will remain in the same salary group and when the job is vacated, it will be filled at the salary group determined by the reevaluation.

SALARY SCHEDULE INFORMATION SUMMARY

Contractual Increases:

Effective 6/1/08 – 4%

Effective 6/1/09 – 4%

Longevity Lump Sum Payment:

There will be an additional payment equal to 0.10% payable on the last day of the contract, May 31, 2010, which will support one-time lump sum payment of \$1,000 to individuals in staff and classroom assistant titles with twenty-five (25) or more years of service as of that date.

Incremental Increases

Effective 6/1/05, newly hired employees hired at Step 0 shall move to Step 1 when they become eligible for a step increase.

Full-time employees are granted an incremental increase on their salary anniversary date which is either on February 1 or September 1 to the next step in the salary group in which the job is evaluated.

Part-time staff and classroom assistants employed on or after March 1, 1997 for nineteen (19) hours or more per week will advance a step on their respective salary schedule only after eighteen (18) months of service. The new step shall be applied at the incremental date that is closest to the eighteenth (18th) month of employment. For employees working ten to eighteen (10-18) hours per week, an increment will be made after twenty-four (24) months of employment. For employees working one to nine (1-9) hours per week, an increment will be made after thirty-six (36) months of employment.

Adjunct classroom faculty:

Please refer to salary schedule 97 for incremental increase information.

Please refer to salary schedule 97a/97b for adjunct promotional information.

Effective March 26, 2009, adjunct classroom faculty shall receive one half (1/2) of their hourly rate for each hour spent attending mandatory training. Such training shall include Sexual Harassment Training, Occupational Safety and Health Training (OSHA), and any training required by federal law, state law and organizational policy.

Adjunct non-classroom faculty

Please refer to salary schedule 98 for incremental increase information.

Please refer to salary schedule 98a/98b for adjunct promotional information.

Schedule 81:

Effective 4/16/97 when a full-time professor has been on step 9 for six (6) years they shall move to step 10 which is three and five-tenths percent (3.5%) higher.

Schedule 86:

Effective the 2002 - 2003 school year, full time employees hired in this schedule shall advance to Step 1 after approximately six (6) months and to Step 2 after the next six (6) months (depending on increment dates).

Schedules 86 – 88:

Effective 6/1/05, when a full-time employee has been on step 10 for six (6) years they shall move to step 11 which is three percent (3%) higher. Effective 6/1/05, when a part-time employee has been on step 9 for six (6) years they shall move to step 10 which is three percent (3%) higher.

Schedules 40, 45, 85, 89 – 96

Effective 6/1/05, when an employee has been on step 9 for six (6) years they shall move to step 10 which is three percent (3%) higher.

Schedule 99

Newly hired employees hired at Step 1 shall move to Step 2 when they become eligible for a step increase. Effective 6/1/05, when an employee has been on step 10 for six (6) years they shall move to step 11 which is three percent (3%) higher. Effective Spring 2007, this schedule is five (5%) percent higher than schedule 96.

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