Adjunct Faculty Contract Clauses

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ADJUNCT FACULTY CONTRACT CLAUSES*

excerpted from the
COLLECTIVE BARGAINING AGREEMENT

between

United College Employees of Fashion Institute of Technology
Local 3457
American Federation of Teachers

and

Fashion Institute of Technology
June 1, 2005 – May 31, 2008

*This abridged version is for easy access to clauses pertaining to adjunct faculty and is not all-inclusive. For rights and procedures that pertain to all FIT employees, refer to the complete Collective Bargaining Agreement.
11.0 VOTING ELIGIBILITY

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

<table>
<thead>
<tr>
<th>MATTER</th>
<th>ELIGIBLE VOTERS*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial appointment, tenure, or Certificate of Continuous Employment</td>
<td>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.</td>
</tr>
<tr>
<td>Promotion</td>
<td>Full-time faculty with a 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.</td>
</tr>
<tr>
<td>Elections/Recall: Chair, Associate Chairs, Assistant Chairs</td>
<td>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.</td>
</tr>
<tr>
<td>Other Elections and Other Matters</td>
<td>Full-time faculty and classroom assistants with at least two (2) semesters continuous service; 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.</td>
</tr>
</tbody>
</table>

*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 that 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.

14.0 PERSONNEL FILES

14.1 All evaluation reports, letters of reference, and other comparable personnel documents relating to any individual covered by this contract, shall be kept in the individual's personnel file within the Office of Personnel Administration. No other personnel file shall be maintained. Whenever an item is placed in an individual's personnel file, the Office of Personnel Administration shall within five (5) working days, notify the individual.
14.4 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.

14.9 Supervisors may maintain files on employees under their supervision. They may maintain in these files notes regarding conversation, 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 Division Dean and the Vice President of Academic Affairs. The recommendation to the President of the College for appointment shall be made by a majority of the qualified voters of the Department and shall be accompanied by the recommendation of the Division Dean and Vice President of Academic Affairs.

15.2.1 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".

15.4 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.

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

17.17.1 Under the auspices of Faulty 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 purpose of the evaluation is for development and mentoring.

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.

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

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

19.3 Part-time faculty and part-time classroom assistants shall be observed and evaluated at least once a semester for the first six (6) semesters and at least once a year thereafter until the part-time person attains a Certificate of Continuous Employment. Observations shall be performed by tenured full-time faculty members and may include Chairs and Directors. Evaluations in newly created Departments shall be done by a Departmental Tenure and Promotion Committee as provided for at Section 24.3.5. The Department Chair or Director may in consultation with the Department Tenure and Promotion Committee assign part-time faculty members of a Department holding a Certificate of Continuous Employment to observe non-certified faculty members. No person shall be observed by the same person more than once per semester. Notice of at
least one (1) week shall be given to a person being observed. For the first thirty-six (36) hours of teaching by a part-time faculty member, each qualified voter in the Department shall have one of the following options: to recommend

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

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

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

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

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

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

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

19.9 Part-time classroom assistants and non-classroom faculty who take a full-time job at the College will start on the second step if they have three (3) years part-time experience at the College and work fifteen (15) or more hours per week. An employee will start on the third step if they have six (6) years part-time experience at the College and work fifteen (15) or more hours per week. An employee who works under fifteen (15) hours per week will be placed on a step at a pro-rated basis. No part-time employee will be hired above the third step. When 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.
19.10 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 to 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 meeting. 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 of not to exceed one semester.

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.

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

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

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

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

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

21.4 Part-time Assignment:

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

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

1. Part-time faculty who have 175 hours or more on the "B" list select one course in AOP order;

2. Next, retirees (who were full-time at retirement) select one course;
3. Next, part-time faculty who have 175 hours or more on the "B" list select a second course in AOP order;

4. Next, part-time faculty other than retirees, with fewer than 175 hours make one selection in AOP order;

5. Then, return to the top of the AOP list.
The above is effective upon the ratification of this contract.

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

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

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

21.4.5 Substitution

The Contract shall be amended to provide that in the Fall and Spring semesters for 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 equal to one week’s class load up to twelve (12) hours per semester except that part-timers with 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. There will be no substitution for the first two absences for Winterim, Summer and Summerim.

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.

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

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

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

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

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

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

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24.1.5 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.

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

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

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

24.3 Department Tenure and Promotion Committee

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

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

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

24.3.3 When the Department has one (1) part-time member, no additions; when the Department has two (2) part-time members, the other shall serve; when the Department has three (3) or more part-time members, two (2) shall be elected to serve. Any Department consisting only of part-time faculty shall have a Departmental Tenure and Promotion Committee consisting of the Department Chair and two (2) part-time members of the Department elected by qualified members to serve a three (3) year term. The Committee shall elect one of its own members as Committee Chair.
24.3.4 In a Department of five (5) full-time members, the entire Department shall constitute the Tenure and Promotion Committee. If a Department has four (4) or fewer full-time members, it shall elect additional members drawn from the day CCE part-time classroom faculty within the Department to bring the size of its Tenure and Promotion Committee to five (5) members. If there are an insufficient number of CCE day part-timers, the Department shall elect additional members drawn from the division. The additional members shall serve for one (1) year.

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

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

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

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

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

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

24.3.9 A faculty member denied a recommendation by the Department may appeal to the Divisional Dean to consider the candidate's credentials. If the Divisional Dean regards them favorably, (s)he shall forward the candidate's forms to the College-wide Tenure and Promotion Committee.
24.3.10 The College-wide Tenure and Promotion Committee shall vote to recommend or not recommend candidates for promotion. Two (2) lists: One listing in order of priority those candidates recommended for promotion, and another list showing candidates not recommended for promotion shall be forwarded to the President of the College through the Vice President of Academic Affairs.

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

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

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 issued a detailed written statement describing the cause requiring disciplinary action, by the Office of Human Resources. 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 document, 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. It is agreed that hearings on charges brought under 2587 shall be heard by a trial committee of one person who shall be selected on a rotating basis from a panel of five mutually agreed upon by the College and the Union. The Trial Committee shall submit his/her recommendations to the Board of Trustees. If the President’s decision is to terminate a part-time employee who is 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.

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.

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
34.1.1 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:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Hours Worked</th>
<th>Sick Leave Prorated/Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1-9</td>
<td>0</td>
</tr>
<tr>
<td>0-3</td>
<td>10-15</td>
<td>19*/20 h.</td>
</tr>
<tr>
<td></td>
<td>16-25</td>
<td>28*/30 h.</td>
</tr>
<tr>
<td>4-5</td>
<td>1-9</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>10-15</td>
<td>35 hours</td>
</tr>
<tr>
<td></td>
<td>16-25</td>
<td>40 hours</td>
</tr>
<tr>
<td>6-8</td>
<td>1-9</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>10-15</td>
<td>45 hours</td>
</tr>
<tr>
<td></td>
<td>16-25</td>
<td>55 hours</td>
</tr>
<tr>
<td>Over 8</td>
<td>1-9</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>10-15</td>
<td>55 hours</td>
</tr>
<tr>
<td></td>
<td>16-25</td>
<td>60 hours</td>
</tr>
</tbody>
</table>

*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.

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.

34.2 Personal Business Days

All part-time persons covered by this contract are entitled to two (2) absences for personal business days (hours) per semester with such days (hours) chargeable to sick days (hours). Personal business days (hours) for part-time persons cannot be used for business activities unrelated to the College. Any unused days (hours) of absence for personal business days (hours) shall accumulate only as sick days (hours). In the event
an employee has used up all personal business days, the President of the College or President’s designee may grant additional personal business days to be charged against the cumulative sick bank. Misuse of the above provisions shall result in the loss of pay.

34.3 Excused Absence With Pay

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

(a) 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 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 member of the immediate family of the employees covered by this contract or anyone in the personal household of these employees. Except in extenuating circumstance, such leave shall commence on the date of death. Immediate family shall include grandparents, parent, spouse, domestic partners, sister, bother, 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 Divisional Dean or appropriate Vice President for a leave of absence of up to one (1) year without pay; an additional year may be granted at the discretion of the President or President’s designee. The College will continue to provide health and welfare benefits to tenured full-time employees comparable to those given an active full-time employee for the duration of an authorized unpaid leave of absence. However, in no case shall the
College expend more funds than the cost of the College’s contribution for health and welfare benefits for active full-time employees.

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

34.5 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.

35.0 WELFARE

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 pro-rated 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 (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.

38.0 CLASSROOM FACULTY WORKLOAD

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 (½) their normal hourly rate.

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.