

Faculty, Tech & Maint

MEMORANDUM OF AGREEMENT - 1998-2001

Agreement made this ____ day of October, 1998, by and between T.O.P. Local 2110 UAW - AFL-CIO (the "Union") and Technical Career Institutes, Inc. (the "College" or "TCI"). This Agreement amends the collective bargaining agreement between the parties covering a unit of instructors, laboratory technicians and maintenance persons ("CBA"), which was effective from October 10, 1995 through October 9, 1998.

- 1. Term of Agreement. The new collective bargaining agreement shall take effect on October 10, 1998 and expire on October 9, 2001.
- 2. Wage Increases. [Replace Article 11.A of CBA with the following language.] Salary increases, including minimums, will be granted for members of the bargaining unit in accordance with the schedule listed below.

| <u>Effective Date</u> | <u>Weekly Increase</u> |
|-----------------------|------------------------|
| October 10, 1998 | \$30.00 per week |
| October 10, 1999 | \$30.00 per week |
| October 10, 2000 | \$30.00 per week |

[Add to Article 11 A of CBA the following.] Evening faculty members will receive the above salary increases in a proportional manner.

- 3. Semester Schedule. [Add section G to Article 16 of CBA.] The College calendar shall consist of three 14-week semesters per year. No collective bargaining unit member shall suffer a loss of pay as a result of such a schedule.
- 4. Disability Leave for Pregnancy. [Add section to Article 18 of CBA.] For employees documenting disability due to pregnancy, TCI shall allow the use of accrued sick time to be used for compensation in week one of the disability. For weeks two through five of the disability, TCI shall supplement the employee's New York State disability payment up to the amount of the bargaining unit member's weekly base pay. For faculty members whose pregnancy disability begins or ends mid-semester, the College shall, at its discretion, assign the faculty member to the classroom or arrange an administrative schedule for the period prior to the pregnancy-disability leave, and return the faculty member to the classroom or arrange an administrative schedule for the remainder of the semester in which the faculty member returns to work.
- 5. Bereavement Pay for Death of Grandparent-In-Law. [Replace Article 19.3 of CBA with the following.] A Day College employee shall be paid for time lost due to death in his/her immediate family. Payment for such lost time shall not exceed daily base pay for up to five regular workdays, which must be consecutive, and one of such days shall

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include the day of the funeral. The immediate family is defined as the employee's spouse, common law spouse, mother, father, sisters, brothers, brother-in-law, sister-in-law, children, grandparents, grandparents-in-law, mother-in-law and father-in-law. [Add "grandparents-in-law" to evening faculty section of the faculty CBA]

6. Union Activities. [Add section to Article 21 of CBA.] The college agrees to provide office space for the chief union steward to be used for union activities. The chief union steward will receive one-third paid release from work schedule (at least 6 hours of release time), if part of the faculty bargaining unit.
7. Tuition Reimbursement. [Replace Article 24.B.1-7 of CBA with the following language:] TCI is committed to supporting employees who wish to improve their knowledge and teaching competence. TCI will establish a \$30,000 dollar tuition reimbursement pool in the first year of this Agreement, \$30,000 dollar tuition reimbursement pool in the second year of this Agreement and a \$30,000 dollar tuition reimbursement pool in the third year of this Agreement. The tuition reimbursement pool will be effective from October 1 to September 30 of the following year, commencing on October 1, 1998. If the total amount of reimbursement requested in a given year is less than the tuition reimbursement pool allowance, the remainder shall be carried forward to the following year. But in no case shall the total reimbursement pool allowance for any given year exceed \$60,000.

The following conditions must be met in order to be eligible for tuition reimbursement:

1. After a full year of employment, members of the Collective Bargaining Unit are eligible for tuition reimbursement benefits for courses offered at other colleges or universities. The proposed course work should not be available at TCI and must be such that it will directly improve the skills of the employee in performing his/her present duties.
2. The course must be pre-approved by the Vice President of Academic Affairs for all instructors and by department Vice Presidents for all other employees.
3. The employee must maintain good academic standing. Tuition reimbursement will be made only for those courses with a grade of "C" or better for undergraduate work and a grade of "B" or better for graduate work.
4. The employee is responsible for the payment of all fees and expenses other than tuition.
5. If the employee is separated from employment, except in the case of layoffs TCI will pay for the term which the employee was enrolled in at the point of layoff, the individual is responsible for the payment of the balance of the term.

6. The employee will be reimbursed at the end of the semester upon submission of the following:

- a) Proof of payment of tuition charges from the qualified institution's bursar's office.
- b) Proof of successful completion of the course with the appropriate grades as noted above.

TCI will not advance tuition payments.

7. TCI will reimburse the employee 100% of tuition up to a maximum of SUNY's per credit charge.

- a) Tuition reimbursement will be calculated net of any scholarships, and/or grants.
- b) delete

8. Employees shall receive a 5% increase if they achieve a degree and/or another degree.

8. Life Insurance Benefits. [Replace Article 23.P of CBA with the following.] After completion of the probationary period, employees aged 64 and younger shall be entitled to life insurance coverage in the amount of twice their annual base salary up to a maximum of \$300,000. After 65 and through age 75, maximum coverage will be reduced by 35% in five year intervals (i.e., at 65, 70 and 75 years.) For ages 80 and above, maximum coverage will be reduced by an additional 25% at five year intervals (i.e., at 80, 85, 90, and 95). TCI reserves the right to change life insurance providers as long as equivalent coverage is provided.

9. Harassment and Sensitivity Training. [Add new section to Article 23 of CBA.] Each collective bargaining unit member shall be required to attend harassment and sensitivity training, up to nine hours a year, without additional pay. Training must be scheduled in such a way as to be consistent with Article 10.E of CBA.

10. Health and Safety. [Add new section to Article 29 of CBA.] TCI will provide, upon request, support belts (for lifting) and telephone headsets to employees in need of such.

11. Contact Hours for Writing Instructors. Faculty members teaching at least base load with four or more writing courses in their semester schedule shall have their contact hours for the semester reduced by 1 hour. Their overtime rate of pay will remain at 1/20. Eligible courses: ENG101-English Composition I; ENG102-English Composition II; ENG202-Technical Writing; RE088-Basic Communications I; RE099-Basic Communications II; RW021-Writing For IET Technicians; RW022-Writing For HVACR Technicians;

WS101S-Basic Writing Structures; WS201N-Intermediate Writing; WS201C-Intermediate Writing; and WS301N-Advanced Writing Structures; and any new writing courses that are added.

12. Work Schedule for Tutors. [Replace current language in Article 10.G.3 of CBA with the following.] Full-time tutors shall have a 40-hour work week schedule, which includes daily: a 1-hour unpaid lunch and two 15-minute paid breaks. The tutors will be entitled to the two paid 15-minute breaks per day on the premises, to be scheduled by the Supervisor, for the purpose of getting coffee and returning to his/her work assignment. Tutors shall be paid at the same hourly rate as Laboratory Technicians.
13. Scheduling of 4-Day Work Weeks. [Add section to Article 10 of CBA.] The college shall endeavor, where operationally feasible, to grant a 4-day work week to faculty who have reasonable reasons for such a request. The number of 4-day work week schedules allowed per semester will be capped at 25% of the number of day faculty. Only faculty who are teaching at base load (19 hours) or less will be considered eligible for such a 4-day work week schedule request. The Vice President of Academic Affairs will determine eligibility to participate in the 4-day work week. Priority will be given to requests based on personal or family medical needs, requests to attend graduate school, and other professional development activities which benefit the College.
14. Night Differential. [Add section to Article 11 of CBA.] Night maintenance employees will receive a 10% pay differential.
15. Department Chairs and Deputy Chairs. [Replace current language in Article 12.E.1 of CBA with the following.] The titles of department chair and deputy chair are bargaining unit titles, as well as academic titles. Department chairs and deputy chairs will not be involved in disciplinary actions. The College has the sole discretion to appoint and remove department chairs and deputy chairs. Such appointment or removal shall not be deemed a promotion or a demotion for purposes of the collective bargaining agreement. There will be department chairs and/or deputy chairs in the arts and sciences, IET, HVAC, OT and EET departments. Department chairs and/or deputy chairs may be appointed in other departments. [Add new section Article 12.E.4 with the following.] Department chairs will be compensated with 6 hours of release time and 6 hours of additional pay. Deputy chairs will receive 3 hours of release time and 3 hours of additional pay.
16. Sabbatical Leave. [Add section to Article 18 of CBA.] The College may grant up to three semesters paid leave with benefits to one faculty member or may grant a shared leave to two or three faculty members to be equivalent to one full-time base salary per calendar year. Faculty applications for sabbatical leave must be submitted to the respective department chair who shall then recommend the selected application(s) to the Vice President for Academic Affairs. Recommendations from department chairs shall be

submitted to the Vice President for Academic Affairs no later than April 15th of each year. In a division that does not have a department chair, the deputy chair shall recommend (and submit) the selected applications. The Vice President for Academic Affairs will make the final determination for approved sabbatical leave by May 15th of each year, for sabbatical beginning the upcoming fall semester.

17. Additional Sick Day for Evening Faculty. [Amend Article 19.6 of CBA as follows.] Evening college faculty and day faculty working evenings with four units of seniority shall be entitled to four sick days and one personal day per calendar year. Only two sick days may be used in a term, except that if a third or fourth sick day is required, the College may require that the faculty member submit a doctor's note in order to be paid for a third and/or fourth sick day in a single term. Said sick and personal days shall be compensated at the rate of three hours per day. None of the said personal or sick days may be taken for the day or days before or after a holiday, inter-term day, vacation or any other time when the College is normally closed. Banking provisions set forth in Article 19, Section 1 shall apply to all faculty working in the evening college.
18. Class Size. [Add the following maximum class size to the list of maximums in Article 23.N of CBA.] College Seminar - 25 students.
19. Assignment of Faculty to Disciplines within Departments. [Add section to Article 23 of CBA]. The Vice President of Academic Affairs will work with deans and department faculty to determine the proper assignment of each faculty member to an appropriate academic department. A list of agreed-to assignments will be produced by September 1, 1999. For all faculty members for whom a department assignment is not agreed by September 1, 1999 there will be a single arbitration in which a mutually agreed arbitrator will make a final determination as to the appropriate departmental assignments for those faculty members. If an arbitrator cannot be agreed to, an arbitrator will be chosen in accordance with arbitration provision in the faculty CBA.

A good faith effort will be made to assign courses to each faculty member in their primary discipline within the department for base load and for overload. If base load and/or overload cannot be filled from courses within their primary discipline for a particular faculty member, courses in other disciplines and/or departments for which that faculty member is qualified will be assigned, if available. Disagreements regarding course assignment will be resolved through the grievance process defined in the faculty CBA.

There shall be no layoffs as a direct result of the above change in the method of course assignments; this shall not preclude layoffs caused by reduced enrollment or other economic causes.

20. Faculty Participation on Middle States Committees. [Add section to Article 23 of CBA.] In order to adequately develop College-wide participation in Middle States Committees, TCI will solicit the faculty for volunteers. However, in the event that the College

determines that there are not enough volunteers, TCI faculty shall be assigned to serve on no more than one committee per the life of this agreement without additional compensation.

- 21. Faculty Training (Other Than Harassment and Sensitivity). [Add new section to Article 23 of CBA.] TCI will provide training workshops for faculty, without providing additional compensation, as long as faculty members are not required to attend such training. For other employees, any training workshops provided by TCI during normal working hours shall be without extra pay.
- 22. Required Attendance at Graduation. [Add new section to Article 23 of CBA.] The faculty will be required to attend the TCI graduation ceremony, without additional pay, as long as it is scheduled between 11.00 a.m. and 4:00 p.m., Monday through Friday, excluding contracted holidays.

T.O.P. Local 2110, UAW, AFL-CIO

Dudley Boston
Eric Hill
John P. [unclear]
Stanley [unclear]
Robert J. [unclear]
Louis J. Marano
Alvin Boston
Robert H. [unclear]
[unclear]
Charles [unclear]
William Jay Felix
Mark [unclear]

TECHNICAL CAREER INSTITUTES, INC.

Samuel W. Kallan, Pres
Debra Bonatsidi, V. Pres.
Robert [unclear] Pres.
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