COLLECTIVE BARGAINING AGREEMENT

Between

PACE UNIVERSITY

And

THE UNION OF ADJUNCT FACULTY AT PACE

Covering the period July 1, 2021 to June 30, 2024

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Definitions

Academic Year:	The academic year shall mean a year that commences with the start of the Summer II session and ends at the conclusion of the Summer I session.
Active Status:	Adjunct faculty members on active status are those adjunct faculty members who: (1) are currently teaching; or (2) have been appointed or reappointed to teach; or (3) taught in at least a semester (Summer II, Fall, Spring or Summer I) of the current academic year and have not been advised that they will not be reappointed for the following academic year; or (4) were on an approved child care leave of absence for at least a semester (Summer II, Fall, Spring or Summer I) of the current academic year and have not been advised that they will not be reappointed. Part-time instructors on active status are those part-time instructors who: (1) are currently teaching; or (2) have been assigned or reassigned to teach an upcoming course; or (3) are on an approved child care leave of absence.
Year of Service:	A year of service shall be defined as teaching at least two (2) of the four (4) semesters (Summer II, Fall, Spring and/or Summer I) of an academic year.
Continuous Service:	Except as otherwise provided elsewhere in this Agreement, to satisfy any requirements for continuous service, the years of service must be in consecutive academic years. Except as otherwise provided elsewhere in this Agreement, continuous service for part-time instructors is defined as working ninety (90) hours or more in each of two (2) consecutive academic years.
Termination:	An adjunct faculty member's employment is terminated, i.e., an adjunct faculty member is no longer in active status, when he or she: (1) is discharged; or (2) resigns; or (3) is not currently teaching and has been notified that he or she will not be reappointed thereafter; or (4) has not taught for three (3) semesters (Summer II, Fall, Spring and/or Summer I) beyond the last semester he/she taught and has received a notice of non-reappointment for the upcoming academic year; or (5) has not taught for three (3) semesters (Summer II, Fall, Spring and/or Summer I) beyond the last semester he/she was on an approved child care leave of absence and has received a notice of non-reappointment for the upcoming academic year.

	A part-time instructor's employment is terminated, i.e., a part-time instructor is no longer in active status, when he or she: (1) is discharged; or (2) resigns; or (3) is not currently teaching or on an approved child care leave of absence and has not received an assignment to teach an upcoming course.
Faculty Handbook:	Refers to the 2013 Full Time Faculty Handbook, as may be amended from time to time.

ARTICLE I RECOGNITION

The University ("University or Pace") recognizes the Union of Adjunct Faculty at Pace ("Union") as the exclusive bargaining representative for all adjunct faculty members, part-time instructors[1], and all adjunct faculty members and part-time instructors (including vocal instructors) who work in a non-supervisory dual capacity for the University, provided they have received appointments, and teach at least three (3) credit hours and/or forty-five (45) hours in the semester, but excluding adjunct faculty members and part-time instructors employed in the School of Law, all full-time faculty, casual employees (defined as those adjunct faculty members and part-time instructors who work less than three (3) credit hours and/or forty-five (45) hours in the semester), independent contractors, guards and supervisors within the meaning of the Act, and all other employees (hereinafter the "unit").

ARTICLE II ACADEMIC FREEDOM

The Union and University subscribe to the principles of Academic Freedom as reflected in the Faculty Handbook, and University policies and procedures,[2] as amended from time to time, and shall be applicable to unit members. Alleged violations of such policies shall be subject to the grievance procedure contained in the Faculty Grievances: Policies and Procedures, as amended by the University from time to time (hereinafter referred to as the University's Internal Faculty Grievance Procedure).[3]

[1] Part-time instructors are excluded from all other provisions in this Agreement which refer to adjunct faculty member(s) or unit member(s) unless the provision specifically mentions "part-time instructors."
[2] For purposes of this Agreement, the Faculty Handbook and the University's policies and procedures shall include those in printed form and/or those on Pace's web site.
[3] If at any point in the future no such procedure exists, the University agrees, upon demand, to reopen negotiations with the Union with regard to a grievance mechanism to resolve alleged violations of this Article.

ARTICLE III UNION RIGHTS

3.1 At least twice a year, meetings shall be held at mutually-convenient dates and times among the President[4] of the University and his designated representatives and the President of the Union and no more than five (5) designated representatives from the Union. Proposed tentative agendas shall be exchanged at least two (2) weeks in advance of the meeting. The length of the meeting shall be established by the President following receipt of the proposed agenda from the Union, but shall not be for less than thirty (30) minutes except by mutual agreement.

3.2 The Union will be given exclusive use of one (1) bulletin board at a mutually agreeable location at each campus where adjunct faculty members and/or part-time instructors are currently teaching for the posting of material by the Union. Only material related solely to the Union's role as the bargaining representative of this unit and not otherwise in violation of University policy may be posted on these bulletin boards.

The Union shall be solely responsible for any and all materials posted on the bulletin board. The Union shall indemnify and hold the University harmless from any and all liability resulting from any and all claims, demands, suits or other actions arising from this provision, including attorneys' fees and the cost of litigation.

3.3 At the Union's request, and provided space is available, the University will provide meeting space on campus for union membership meetings for the following enumerated purposes: (1) contract ratification votes; (2) group meetings to explain benefits negotiated with the University no more than once a semester; (3) group welcome/orientation meetings for newly

[4] All references in this Agreement to individuals' titles at the University shall be deemed to include the designees of the persons holding those titles, with the exception of the President in Article 3.1.

eligible unit members no more than once a semester; and (4) such other purposes as may be approved in advance in writing by the University.

The Union's request for such meeting space must be made by a Union officer on behalf of the Union in writing to the University's Special Events office on the form(s) provided by that office. The reason for the request for meeting space must be indicated on this form(s). Copies of any form(s) submitted with respect to the request for meeting space must also be sent simultaneously to the Vice President for Human Resources.

If it is not possible to make the request for space six (6) weeks in advance, then the request must be made as soon as practicable, but in no event less than ten (10) days before the desired meeting date. The University will respond to the Union's request for space as soon as practicable after receipt of the request.

The Union will be responsible for all costs relating to its use of on-campus meeting space including, but not limited to, any overtime costs incurred by the University.

3.4 In addition to the meetings in Section 3.3 above, the Union shall be entitled to hold up to two (2) general membership meetings per academic year in a suitable room furnished by the University on campus, provided: (a) such meeting(s) takes place on a Saturday or during common hours (Monday – Wednesday – Friday 12:15 – 1:10 p.m.; Tuesday – Thursday 3:25 – 4:20 p.m.); and (b) the Union provides at least four (4) weeks' advance written notice in accordance with the second paragraph of Section 3.3 above; and (c) a strike authorization vote will not be taken at such meetings; and (d) in the event a meeting is held on a Saturday, the Union shall pay the costs incurred by the University for security staff. The cost presently is $40.00/hour for such services. If the rate changes, the University shall provide the new rate to the Union.

3.5 At the beginning of each academic year the Union shall provide the University with a list of all its officers and representatives, including their official mailing and e-mail addresses and phone numbers. If there are changes in these positions during the course of the academic year, the Union will advise the University in writing of such changes as soon as possible.

3.6 At the completion of the first full week and at the end of the seventh (7^{th}) week of each Fall and Spring semester, the University shall provide to the Union a list of all bargaining unit members. At the same time, the University shall also provide a list of all withdrawals from the unit and any other changes of status of unit personnel.

3.7 A Joint Committee consisting of two (2) University representatives and two (2) Union representatives may meet up to four (4) times per academic year to consider issues relating to space and facilities for unit members. Representatives shall be designated by each party following ratification of this Agreement.

ARTICLE IV DUES CHECK-OFF

A. All Adjunct Faculty Members and Part-Time Instructors

1. At least thirty (30) days after commencing employment, as a condition of employment and in accordance with applicable law, all adjunct faculty members and part-time instructors in the unit shall be required to either: (i) become and remain a member of the Union and pay membership dues on all work covered by this Agreement as a condition of continued employment; or (ii) pay an agency fee on all work covered by this Agreement to the Union as a condition of continued employment.
2. For purposes of this Article, an "agency fee" is a fee charged by the Union to adjunct faculty members and part-time instructors in the unit who do not wish to become

members of the Union. The payment of such fee to the Union represents that portion of the membership dues routinely charged to Union members related to collective bargaining and contract administration purposes which is lawfully chargeable to non-members. The Union shall establish the amount of the agency fee in accordance with applicable law. Those who choose to be agency fee payers shall pay the same amount as the dues and may be eligible to receive an annual refund by the Union of the difference between membership dues and agency fees in accordance with applicable law.

3. An adjunct faculty member or part-time instructor in the unit who fails to pay either membership dues or agency fees in accordance with this Article shall be terminated. The effective date for such termination shall be the last day of the semester in which the adjunct faculty member or part-time instructor's failure to pay occurs. In the event any adjunct faculty member or part-time instructor in the unit is terminated pursuant to this Article, the University shall not consider him/her for reemployment unless the Union advises the University that he/she has paid applicable dues or agency fees directly to the Union, including any retroactive dues owed.
4. All valid authorizations shall remain in effect unless revoked pursuant to their terms or this Article.
5. Seven (7) weeks prior to the end of each Fall and Spring semester, the parties shall exchange their respective lists of those adjunct faculty members and part-time instructors in the unit who have submitted valid authorizations.

6. Seven (7) weeks prior to the end of each Fall and Spring semester, and continuing thereafter until the beginning of the next semester, the Union shall have a continuing obligation to advise the University of those who make payments directly to it.
7. The University and the Union shall each notify those adjunct faculty members and part-time instructors in the unit who fail to complete a valid Authorization by the deadlines set forth in Paragraphs C(6) and C(7) below, or do not pay directly, that they will not be reappointed unless they pay the applicable union dues or agency fees to the Union, including any retroactive dues owed, prior to the date of appointment for the next semester for which they are to be reappointed.
8. Notwithstanding anything contained above, on the attached form (attached hereto as Addendum A), or any provision of law or decisional law to the contrary, the University's obligation to deduct dues or agency fees shall be suspended upon the expiration of the Agreement and shall be resumed the next pay period following ratification and execution of the contract.
9. The Union shall indemnify and hold the University harmless from any and all liability resulting from any and all claims, demands, suits or other actions arising from this provision, including attorneys' fees and the costs of litigation.

B. Adjunct Faculty Members and Part-Time Instructors Hired Before The Effective Date of This Agreement

1. All valid dues or agency fee deduction authorizations previously submitted shall remain in effect unless revoked pursuant to this Article.

2. The University shall continue to deduct the amount of dues or agency fees prescribed by the Union for those adjunct faculty members and part-time instructors in the unit who have submitted valid dues or agency fee deduction authorizations.

C. Adjunct Faculty Members and Part-Time Instructors Hired On Or After The Effective Date of This Agreement

1. The University shall make its best efforts to provide new adjunct faculty members and part-time instructors in the unit with the attached check-off Authorization form (Addendum A) at the time the University provides its new-hire paperwork to adjunct faculty members or part-time instructors. Such forms should be submitted to the University directly by the new adjunct faculty members and part-time instructors. The University will provide the Union with copies of the completed forms as soon as practicable.

2. As soon as practicable following the Authorization Submission Dates referenced in paragraph 4 below, the University shall deduct from the wages of such adjunct faculty members and part-time instructors the amount of dues prescribed by the Union in a manner administratively feasible for it. Dues so deducted shall be remitted to the Union no later than thirty (30) days after deduction and shall be deducted no less frequently than quarterly.

3. The University shall also deduct an agency fee in an amount equal to the prescribed amount of UAFP dues from the paychecks of all non-UAFP adjunct faculty members or part-time instructors in the unit who voluntarily submit authorizations to the University using the attached form (Addendum A). Submission of forms, deductions

and remittance to the Union for agency fee payers shall be done in the same manner as UAFP dues.

4. With respect to the Fall semester, the Authorization Submission Date shall be September 15. With respect to the Spring semester, the Authorization Submission Date shall be February 1.

5. Those who submit authorizations after September 15 (with respect to the Fall semester) or February 1 (with respect to the Spring Semester) and prior to one month before the applicable last pay date of the semester, shall have their dues or agency fees deducted in a lump sum from the last pay check of the semester. The Union shall have the sole obligation to make reimbursements for any overpayments made to the Union, including, but not limited to, any overpayments which result from the University's deduction of dues or fees.

6. With respect to those teaching in the Fall semester, any adjunct faculty member or part-time instructor in the unit who does not submit a valid Authorization by November 30, or otherwise pay the full amount of the applicable Union dues or agency fees directly to the Union, shall not be eligible for reappointment by the University, unless and until their applicable union dues or agency fees have been paid to the Union, including any retroactive dues owed.

7. With respect to those teaching in the Spring semester, any adjunct faculty member or part-time instructor in the unit who does not submit a valid Authorization by April 30, or otherwise pay the full amount of the applicable Union dues or agency fees directly to the Union, shall not be eligible for reappointment by the University, unless and

until their applicable union dues or agency fees have been paid to the Union, including any retroactive dues owed.

ARTICLE V NONDISCRIMINATION

The University's commitment to non-discrimination as reflected in the Faculty Handbook, and other University policies and procedures, as amended from time to time, shall be applicable to adjunct faculty members and part time instructors. Alleged violations of such policies shall be subject only to the University's Internal Faculty Grievance Procedure, as contained in the Sex-Based Misconduct Policy and Procedure, or the Pace University Policy and Procedure – Discrimination, Non-Sex Based Harassment and Retaliation, as applicable.

ARTICLE VI REAPPOINTMENT AND NON-REAPPOINTMENT

6.1 Where practicable, adjunct faculty members and part-time instructors shall be notified of their tentative reappointments or reassignments in writing at least four (4) weeks before the start of the Spring and Fall semesters or the proposed reassignment. Where it is not practicable to provide such notice, such notice shall be provided as soon as is practicable.

Adjunct faculty members and part-time instructors shall be notified of their tentative reappointments or reassignments for the Summer II and Summer I academic terms as soon as practicable.

Such notice shall include the term of the adjunct faculty member or part-time instructor's reappointment or reassignment and the course assignment(s).[5]

Where practicable, adjunct faculty members and part-time instructors shall be notified of their rank/title and pay rate for an upcoming academic year on or about August 1. Where it is

[5] In addition to other forms of written notification, email sent through the University's email system shall constitute written notice wherever such notice is required in this Agreement.

not practicable to provide notice by August 1, such notice shall be provided as soon as is practicable.

For those adjunct faculty members and part-time instructors that, in the opinion of the Department Chairperson[6] [7], may be reappointed or reassigned, the Chair shall initiate the process by contacting the adjunct faculty member or part-time instructor to solicit his or her availability for the upcoming semester. The adjunct faculty member or part-time instructor shall respond to the Chair within seven (7) days with his or her availability.

6.2 Except as otherwise provided herein, appointments shall be for a single semester.

All reappointments are at the University's discretion based on relative qualifications as determined by the Department Chair, performance evaluations, course availability, seniority (based on years of adjunct service at Pace) and the needs of the University. Per credit rates shall not be a factor in determining which adjunct faculty members are reappointed.

Adjunct faculty members who have served at least eight (8) consecutive (Fall and Spring only) semesters, are eligible to apply for annual appointments. For purposes of this paragraph, an adjunct faculty member shall not be deemed to have a break in service if: no course is available; the adjunct faculty member's assigned course is assigned to a full-time faculty member; and/or due to documented health reasons, the adjunct faculty member is unable to teach for a period of up to one (1) semester.

Adjunct faculty members who have served at least twelve (12) consecutive semesters (Fall and Spring only), are eligible to apply for three (3)-year appointments. For purposes of this

[6] For purposes of this Agreement, when an adjunct faculty member and/or part-time instructor does not report to a Department Chairperson, the adjunct faculty member or part-time instructor's immediate supervisor shall be substituted for the term "Department Chairperson."

[7] The appointment or re-appointment of adjunct faculty members is performed by the Dean upon the recommendation of the Department Chairperson. All references in the Agreement to the Department Chairperson's ability to appoint, re-appoint or non-reappoint adjunct faculty members are contingent upon the approval of the Dean. This process may be amended by the University from time to time.

paragraph, an adjunct faculty member shall not be deemed to have a break in service if: no course is available; the adjunct faculty member's assigned course is assigned to a full-time faculty member; and/or due to documented health reasons, the adjunct faculty member is unable to teach for a period of up to one (1) semester.

Reappointments may be terminated at any time based on an evaluation(s) as per Article XIII of less than satisfactory. Notwithstanding the above, in no circumstances shall an adjunct faculty member be granted preference over a full-time faculty member for an assignment.

Appointments carry no guaranteed course or credit load and there is no presumption of reappointment thereafter.

The provisions of this Article shall not preclude the University, at its discretion, from awarding adjunct faculty members appointments extending beyond one (1) year.

In the event that a course assigned to an adjunct faculty member is canceled or assigned to a full-time faculty member, the reassignment of any remaining adjunct sections of the same course shall be made at the University's discretion based upon consideration of the adjunct faculty members' relative qualifications as determined by the Department Chair, performance evaluations, course availability, seniority (based on years of adjunct service at Pace) and the needs of the University.

Effective with the Fall 2021 semester, an adjunct faculty member will be entitled to a one (1) time payment of up to six (6) credits per academic year if he or she: (a) taught a minimum of six (6) credits per semester for the past eight (8) consecutive semesters (Fall and Spring only); and (b) received a rating of 4.0 or higher in three (3) of the last four (4) years; and (c) was assigned at least three (3) credits less than the average number of credits taught in the prior eight

(8) semesters (Fall and Spring only); and (d) applies in writing for such payment to the Senior Director of Employee and Labor Relations (or her designee) by the applicable deadline (November 1 in the Fall and April 1 in the Spring). The University will, upon request, provide information necessary for adjunct faculty to make a determination whether they have satisfied the eligibility requirements.

Three (3) credits will be paid in the Fall and three (3) credits will be paid in the Spring, provided that the criteria set forth above are also met in the Spring. Once a member receives a payment under this provision, he or she must satisfy all of the criteria set forth in this provision again (including, but not limited to, teaching eight (8) consecutive semesters) before becoming eligible for such payment(s) in the future.

Adjunct faculty members who satisfy the criteria set forth in this provision are not eligible for the one (1) time payment if they: are unavailable to teach the semester(s) at issue (e.g., become full-time, retired or resigned, are sick, incapable, incarcerated); or were not reappointed for cause.

6.3 Adjunct faculty members and part-time instructors with four (4) semesters (Fall or Spring) or two (2) years of service, whichever is greater, who are not reappointed shall, upon request, be entitled to meet with the Department Chairperson within a reasonable time frame and be provided with the reasons for the non-reappointment.

After meeting with the Department Chairperson, upon request, an adjunct faculty member or part-time instructor shall be entitled to discuss the non-reappointment or non-reassignment decision with the Dean. The Dean may overturn the non-reappointment or non-reassignment decision.

Except as provided in Articles II and V, the procedures in this Article shall be the exclusive procedure for resolving non-reappointments.

6.4 Notification of non-reappointment or non-reassignment shall be given to adjunct faculty members and part-time instructors in writing as soon as practicable after the decision is made.

ARTICLE VII NEW COURSES/ASSIGNMENTS

7.1 Except as otherwise negotiated with the adjunct faculty member or part-time instructor, an adjunct faculty member or part-time instructor who develops a new course with the prior written approval of the Department Chairperson will receive a one (1)-time payment of one (1) extra credit hour for such course. If the course is developed by more than one (1) adjunct faculty member and/or part-time instructor, the rate for the extra credit hour will be based on the highest credit hour rate of those who developed the course and the amount will be divided by the number of individuals involved. The University reserves the right to pay more than one (1) credit. If the course is deemed acceptable to the University through the applicable approval process, those involved will be entitled to such compensation even if the course is not used. Those involved in developing a new course agree that upon receipt of payment for same, ownership of all materials prepared for the new course shall be transferred to the University and such materials shall be deemed University property.

If an adjunct faculty member or part-time instructor receives prior written approval from his/her Department Chairperson to develop a new course for him/her to teach, in addition, he/she shall be offered the opportunity to teach the course the first time it is taught; provided, however, that all materials prepared for the new course shall be transferred to the University and shall be deemed University property. If, in the opinion of the Department Chairperson, the adjunct faculty member or part-time instructor's performance teaching the course is satisfactory or

better, the adjunct faculty member or part-time instructor shall be offered the opportunity to teach the course the second time it is taught.

The decision of the University as to what courses are new shall be subject solely to the University's Internal Faculty Grievance Procedure.

7.2 Scheduled courses may be canceled or reassigned prior to the first class being held due to insufficient enrollment, for academic, programmatic, or budgetary or other reasons determined by the University. If a course is canceled, or assigned to a full-time faculty member after the first class is held, the adjunct faculty member or part-time instructor shall be paid ten percent (10%) of the total compensation for the course, plus a pro-rated amount for actual credit hours taught. The ten percent (10%) shall not be payable if the adjunct faculty member or part-time instructor: (1) is offered a different course (including replacement of a four (4) credit course with a three (3) credit course), a tutorial, or an independent study at the same day and time as the original assignment, or at another day and/or time the adjunct faculty member or part-time instructor is available; or (2) is offered a tutorial/independent study with no more than twenty-five percent (25%) loss of pay and at the same day and time as the original assignment, or at another day and/or time the adjunct faculty member or part-time instructor is available.

7.3 Compensation for tutorials shall be paid in accordance with Section 18 of the Full Time Faculty Handbook, as may be amended from time to time.

7.4 If an adjunct faculty member or part-time instructor receives prior written approval from his/her Department Chairperson to convert a traditional course to an online course and, in the opinion of the Department Chairperson satisfactorily converts the course, he/she will receive a one (1)-time payment of one (1) extra credit hour for converting such course. If the course is converted by more than one (1) adjunct faculty member and/or part-time instructor, the

rate for the extra credit hour will be based on the highest credit hour rate of those who converted the course and the amount will be divided by the number of individuals involved.

ARTICLE VIII WORKLOAD

The maximum course load for adjunct faculty members shall not exceed eleven (11) credits during a semester (Summer II, Fall, Spring, Summer I). This maximum shall include no more than three (3) undergraduate courses.

ARTICLE IX NON-TEACHING RESPONSIBILITIES

Adjunct faculty members and part-time instructors may be invited to serve on Department and University committees.

ARTICLE X CLASS SIZE

Maximum class sizes shall be established and amended from time to time by the University and shall be made available to adjunct faculty members and part-time instructors.

Adjunct faculty members and part-time instructors teaching courses which satisfy the class sizes set forth in the University's policies on Designated Lecture Sections and Large Classes may request relief pursuant to those policies, where applicable.

For purposes of this Article, class size shall be determined on the basis of the roster after late registrations, transfers, withdrawals and other adjustments have been made.

Provided this benefit is made available to full-time faculty, all science laboratory classes shall have a "lab prep" person assigned in addition to the instructional unit member in the same manner as for full-time faculty.

Adjuncts will be treated the same as full-time faculty with regard to class size overages as set forth in the Full Time Faculty Handbook, as may be amended from time to time.

ARTICLE XI SICK, BEREAVEMENT AND CHILD CARE LEAVES

11.1 Adjunct faculty members shall be entitled in each semester to be paid sick time equivalent to the number of assigned teaching days in one (1) regular calendar week in a Fall or Spring semester. Such adjunct faculty members shall be entitled to be paid sick time for one (1) missed class during a summer session. The University retains the right to require verification acceptable to it for days taken by adjunct faculty members as sick leave where it has reasonable grounds to believe sick leave is being abused. The adjunct faculty members will be notified in a timely and prospective manner that verification will be required so that they have the ability to obtain such verification. Verification shall be furnished to an appropriate representative of Human Resources. This provision waives any other further rights provided under the New York State Paid Sick Leave Law and New York City Paid Sick Leave Law.

Part-time instructors, regardless of whether they work at the New York City campus or the Pleasantville campus, shall be covered by the University's Employee Paid Sick Leave Policy.

For purposes of the bargaining unit, this sick leave provision shall be deemed compliant with the New York City Earned Sick Time Act and the University shall otherwise be exempt from its requirements.

11.2 Adjunct faculty members with two (2) or more years of continuous service, including continuous service prior to the execution of this Agreement, shall be entitled to paid leave time for the number of assigned teaching days that occur within four (4) calendar days following the death of an immediate family member.

Part-time instructors with two (2) or more years of continuous service, including continuous service prior to the execution of this Agreement, shall be entitled to paid leave time for the number of assigned teaching hours that occur within four (4) calendar days following the death of an immediate family member.

For purposes of this Article, immediate family members shall include: spouse/domestic partner, children, parents, siblings and any step-relations within the immediate family definition.

11.3 Adjunct faculty members and part-time instructors with three (3) or more years of continuous service, including continuous service prior to the execution of this Agreement, shall be entitled to a maximum of one (1) year (the equivalent of a year for part-time instructors) of unpaid child care leave for the care of a newly born or adopted child of the adjunct faculty member or part-time instructor or the preparation for same. No fringe benefits shall continue during a child care leave.

For each successive child care leave following the adjunct faculty member or part-time instructor's initial child care leave, the adjunct faculty member or part-time instructor must serve an additional two (2) or more years of continuous service.

Such leave shall only be taken in full semesters (or equivalent for part-time instructors).

Time on child care leave shall not be considered a break in service for purposes of determining whether the adjunct faculty member or part-time instructor has satisfied continuous service requirements.

ARTICLE XII JURY DUTY

Adjunct faculty members and part-time instructors shall make every effort to postpone jury service to a time when they are not expecting to teach. Upon request, the University will assist bargaining unit members' efforts to secure a postponement by supplying a supporting letter. Adjunct faculty members and part-time instructors who are required to report to court in person during assigned work time in response to a jury duty summons shall receive their regular salary during such absences up to a maximum of two (2) calendar weeks per academic year, provided they remit to the University an amount equal to the compensation received by them, if any, for such duties.

ARTICLE XIII EVALUATIONS AND OBSERVATIONS

Evaluation forms utilized for bargaining unit members are attached hereto as Addendum B. The University shall consult with the Union prior to implementing any amendments to the evaluation procedures or forms.

Each school/college should clearly communicate to their adjuncts what the process and bases for their evaluation will be. Specifically, each school/college should send a communication to adjunct faculty at the start of the semester that explains the process and includes the form(s) that will be used.

Any evaluation procedure that involves peer review shall be subject to consideration by the respective Faculty Council(s)[8] and approval by the President.

Newly hired adjunct faculty members teaching in the Fall and/or Spring semesters shall receive a minimum of two (2) in-class peer observations within the first four (4) semesters of teaching in a Department unless they are retired Pace full-time faculty teaching in the same Department from which they retired or unless they are assigned to a clinical site off campus. In the case of such retirees, the minimum number of observations need not be made. In subsequent semesters, the Chair may require an in-class peer observation. In the case of adjuncts assigned to clinical sites or the simulation laboratory, the Chair may use other methods of observation including feedback from clinical site supervisors, the simulation center director, and faculty course coordinators.

[8] Other provisions of this Agreement that will be submitted to and considered by the Faculty Council(s) are: Article VI Reappointment and Non-Reappointment; Article VII New Courses/Assignments; and Article VIII Workload.

Adjunct faculty members may also request an in-class peer observation in subsequent semesters and the University will attempt to accommodate such requests, but there shall be no adverse consequences to the University if it is unable to accommodate these requests.

Each adjunct faculty member should receive a copy of his/her evaluation by August 15th where practicable or, if not practicable by August 15th, as soon as practicable following August 15th.

The Dean will review all Faculty Member evaluations submitted by the Chairs / Associate Deans based on the evaluation forms attached hereto as Addendum B and will make final determinations regarding merit compensation.

As soon as practicable the University's Provost Office and the Union shall appoint an equal number of representatives to a Committee to study and recommend revised Evaluation and Observation Procedures and Forms. Such Committee shall make its recommendations to the Union and University no later than the beginning of the Spring 2022 semester.

ARTICLE XIV PERSONNEL FILES

The official personnel file shall be maintained by the University's Human Resources office for every adjunct faculty member and part-time instructor in accordance with the provisions contained herein.[9]

14.1 The University shall place in the file only documents relating to an adjunct faculty member's or part-time instructor's performance and employment.

14.2 Anonymous documents shall not be placed in the personnel file unless the contents thereof have been investigated and substantiated by the University.

[9] This Article shall not preclude other files from being kept and/or utilized by supervisory and/or managerial employees and/or by the University.

14.3 Upon reasonable notice and by appointment, adjunct faculty members and part-time instructors shall be permitted to review their personnel files, excluding confidential material, in the presence of a University representative. Among other items, letters of recommendation relating to appointment or promotion which were solicited and provided under conditions of confidentiality shall be excluded from such review. The University will honor reasonable requests by adjunct faculty members or part-time instructors for copies of documents in their files.

14.4 Adjunct faculty members and part-time instructors shall have the right to respond to documents in this file. With regard to documents contained in the personnel file prior to the execution of this Agreement, such responses shall be filed by the end of the semester during which this Agreement is executed or within sixty (60) days following the execution of this Agreement, whichever is longer. Thereafter, responses to documents shall be filed within two (2) weeks following a review of the file.

14.5 A UAFP representative may accompany adjunct faculty members or part-time instructors when they review their personnel file.

14.6 Access to this personnel file shall be limited to those individuals the University determines have a legitimate reason to review the file.

ARTICLE XV GRIEVANCE PROCEDURE

15.1 A grievance for purposes of this Agreement shall be any dispute concerning the interpretation, application or claimed violation of a specific provision of this Agreement.

15.2 This procedure shall be the sole and exclusive procedure for the resolution of grievances involving alleged violations of this Agreement except for those provisions that specifically provide for a different remedy.

15.3 The time limits contained in this Article shall not include Saturdays, Sundays and University holidays. All time limits herein are to be strictly construed.

15.4 All references in this Article to particular University titles shall also be deemed to include the designees of the persons holding those titles.

15.5 The University or the Union may consolidate grievances and arbitrations where similar issues exist.

15.6 Informal Procedure for Handling Complaints:

Unit members may present and discuss complaints either with or without a representative of the UAFP. Similarly, a representative of the UAFP may present and discuss a complaint on behalf of any employee or group of employees with the complainant's immediate supervisor and/or the head of the department involved. This presentation and discussion shall be entirely informal and not be binding on either party. 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. The parties may extend the timelines contained herein in a written agreement signed by the President of the Union and the Sr. Director of Employee and Labor Relations.

15.7 Steps in Formal Procedure:

The Parties agree that it would be in the best interest of both parties to have all formal grievance filings to be filed with the University's Sr. Director of Employee and Labor Relations. The Sr. Director of Employee and Labor Relations will forward a copy of the appropriate Step grievance form to the appropriate administrator (Department Chairperson, Dean, or Provost) immediately upon receipt. The timelines set forth in the CBA will remain intact.

Step 1.

The Union shall present a grievance to the Sr. Director of Employee and Labor Relations in writing on the attached mutually developed form (Addendum C) within twenty (20) days following the date the Union became aware of the facts which form the basis of the grievance, or could reasonably have been aware of such facts. The Sr. Director of Employee and Labor Relations shall forward the grievance to the Chairperson and Provost immediately upon receipt. The date of the Step 1 presentation is the date the grievance is submitted to the Sr. Director of Employee and Labor Relations. The basis for the grievance must be set forth with reasonable particularity, including a designation of the Article of the Agreement allegedly violated and the remedy requested. The Union will discuss the grievance with the Department Chairperson.

The Department Chairperson shall render a final written decision within fifteen (15) working days following the receipt of the written grievance. A settlement or resolution of the grievance at this Step shall not be final or binding on the University unless approved in advance in writing by the Provost on the applicable grievance form. A denial of the grievance shall not require the Provost's approval.

If the grievance is not adjusted satisfactorily at this Step, the Union may appeal the grievance to Step 2.

Step 2.

Grievances appealed to Step 2 shall be sent on the attached form to the Sr. Director of Employee and Labor Relations within ten (10) days following a

decision at Step 1. The Sr. Director of Employee and Labor Relations shall forward the grievance to the Dean and Provost immediately upon receipt. The date of the Step 2 appeal is the date the appeal is submitted to the Sr. Director of Employee and Labor Relations. The Dean may schedule a meeting with the Union at a mutually convenient time. The Dean shall render a final written decision within fifteen (15) working days following receipt of the written grievance. If a meeting at this Step occurs, the fifteen (15) working days to respond shall begin to run from the date of the meeting. A settlement or resolution of the grievance at this Step shall not be final or binding on the University unless approved in advance in writing by the Provost on the applicable grievance form. A denial of the grievance shall not require the Provost's approval.

Step 3.

Grievances appealed to Step 3 shall be sent on the attached form to the Sr. Director of Employee and Labor Relations within ten (10) days following a decision at Step 2. The Sr. Director of Employee and Labor Relations shall forward the grievance to the Provost immediately upon receipt. The date of the Step 3 appeal is the date the appeal is submitted to the Sr. Director of Employee and Labor Relations. The Provost or his/her designee may schedule a meeting with the Union at a mutually convenient time. The Provost or his/her designee shall respond to the Union in writing within twenty (20) working days. If a meeting at this Step occurs, the twenty (20) working days to respond shall begin to run from the date of the meeting.

Step 4.

If the Union is not satisfied with the Step 3 decision, the Union must file a Demand for Arbitration with the American Arbitration Association ("AAA") within fifteen (15) days following the Provost's decision. The AAA shall appoint a single advisory arbitrator pursuant to its "list-only" procedure. The cost for services of the arbitrator, including his or her expenses, if any, shall be borne equally by the parties.

The arbitrator shall issue an advisory opinion not later than thirty (30) days following the date of the close of the hearings. The arbitrator's advisory opinion shall be in writing and shall set forth findings of fact and recommendations concerning the grievance. The arbitrator may recommend an appropriate remedy only where he or she finds a violation of a specific provision of the Agreement.

The arbitrator shall be without power or authority to issue any advisory opinion: (1) contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement, or applicable law; (2) involving University discretion or University policy, where such discretion or policy is incorporated by reference in this Agreement, except that he or she may include in the advisory opinion in a particular case consideration of whether such University policy was disregarded, or that its discretion or attempted application of University policy under any term of this Agreement was without a rational basis; (3) except as limited by a specific provision of this Agreement, limiting or interfering in any way with the powers,

duties and responsibilities of the University under its by-laws, applicable law, and policies and procedures.

The opinion of the arbitrator, if made in accordance with his or her jurisdiction and authority under this Agreement, shall be considered advisory to the parties to the dispute. If the opinion of the arbitrator is not made in accordance with his or her jurisdiction and authority under this Agreement, the opinion need not be considered by the University.

The University may not reject more than two (2) advisory decisions during the life of the Agreement or the procedure becomes binding for any additional Demands for Arbitration filed on or before the last day of this Agreement. On the last day of this Agreement, the final step in the grievance procedure shall revert to advisory arbitration.

15.8 The Union agrees that it will not bring, or continue to represent any adjunct faculty member or part-time instructor in any grievance which is substantially similar to a grievance previously denied by an arbitrator under this procedure.

Within twenty (20) days following the arbitrator's advisory opinion, the University President shall communicate his or her final decision in writing, together with supporting reasons, to the Union. The decision of the President shall be final and binding upon the Union, the University and the aggrieved adjunct faculty member or part-time instructor. If the University President fails to act upon the advisory opinion within this time limit, the arbitrator's advisory opinion shall become binding.

15.9 Grievances that involve adjunct faculty members or part-time instructors in more than one (1) department may be filed by the Union initially at Step 2 of the grievance procedure.

Grievances that involve adjunct faculty members or part-time instructors in more than one (1) school may be filed by the Union initially at Step 3 of the grievance procedure.

No member of this unit may represent another member of this unit at any level of the grievance or arbitration procedure, other than those officially designated by the UAFP to do so.

15.10 Failure of the Union to comply with the time limitations for filing a grievance shall preclude any subsequent filing of the grievance. Failure by the Union at any step of this procedure to appeal within the specified time limits shall be considered acceptance by the Union and the aggrieved adjunct faculty member or part-time instructor of the decision rendered at the previous step and shall not thereafter be considered subject to the grievance provisions of this Agreement.

15.11 Failure on the part of the University to answer a grievance at any step shall not be deemed acquiescence thereto, but the Union may proceed to the next step as if a decision was rendered at the previous step on the last day due.

15.12 All time limits herein may be extended by mutual written agreement of the Union and the University.

ARTICLE XVI DISCHARGE

Adjunct faculty members with more than four (4) but less than ten (10) Fall and Spring semesters of continuous service, including continuous service prior to the execution of this Agreement who are discharged during the term of their appointment, shall be entitled, upon written request made within ten (10) days of the discharge, to a meeting with their Department Chairperson. For purposes of this paragraph, an adjunct faculty member shall not be deemed to have a break in service if: no course is available; the adjunct faculty member's assigned course is assigned to a full-time faculty member; and/or due to documented health reasons, the adjunct faculty member is unable to teach for a period of up to one (1) semester.

At such meeting, the adjunct faculty member shall be advised by the Department Chairperson of the reasons for the discharge. Decisions of the Department Chairperson to reinstate the adjunct faculty member are not final unless approved by the Dean.

If such adjunct faculty member is not reinstated under the paragraph above, upon written request made within ten (10) days of the meeting with the Department Chairperson, the adjunct faculty member shall be entitled to a meeting with the Dean to discuss the discharge. If the adjunct faculty member is not reinstated by the Dean, upon written request made within ten (10) days following the meeting with the Dean, such reasons shall be provided in writing to the adjunct faculty member. Decisions of the Dean to reinstate the adjunct faculty member are not final unless approved by the Provost.

If the adjunct faculty member is not reinstated by the Dean, upon written request made within twenty (20) days of the meeting with the Dean, the adjunct faculty member shall be entitled to a meeting with the Provost to discuss the discharge. The Provost may overturn the Dean's decision only if that decision is arbitrary and capricious.

For adjunct faculty members with more than ten (10) Fall and Spring semesters of continuous service, including continuous service prior to the execution of this Agreement, the Provost's decision to discharge shall be based on a "just cause" standard. For purposes of this paragraph, an adjunct faculty member shall not be deemed to have a break in service if: no course is available; the adjunct faculty member's assigned course is assigned to a full-time faculty member; and/or due to documented health reasons, the adjunct faculty member is unable to teach for a period of up to one (1) semester. Alleged violations of this paragraph shall be initiated at Step 4 (Arbitration) of the grievance procedure contained in Article XV. An arbitrator may overturn the Provost's decision only if the just cause decision is arbitrary and

capricious. Notwithstanding the foregoing, the University shall have the option to pay the adjunct faculty member for the remainder of his or her salary for the duration of the semester. If such option is exercised by the University, the termination shall not be subject to review or challenge pursuant to the grievance or arbitration procedure or any other appeal procedure, and the adjunct faculty member shall be deemed terminated.

Except as provided in Articles II and V, the procedures above shall be the exclusive procedure for resolving discharges during the term of the adjunct faculty member's appointment.

ARTICLE XVII PROMOTIONS

Adjunct faculty members will be apprised of the minimum requirements for promotion within the adjunct faculty ranks as contained in the Annual Message from the Provost, as amended from time to time.

Adjunct faculty members will also be advised of any additional qualifications beyond these minimum requirements as developed and required by individual colleges, schools and/or departments. Promotions within the adjunct faculty ranks shall require the recommendation of the Department Chairperson and the approval of the Dean.

The process by which adjunct faculty members may apply for such promotions shall be set forth in the annual Provost's message on faculty promotions, as applicable to adjunct faculty members.

Adjunct faculty members and part-time instructors will be provided prior written notice of full-time faculty position searches at the University. Adjunct faculty members and part-time instructors may apply for such positions and those who are qualified will be considered.

Upon promotion, unit members shall receive a five percent (5%) raise or the minimum salary amount allotted for the position, whichever is greater.

ARTICLE XVIII SALARY

Adjunct Faculty Members

Effective September 1, 2021, eligible adjunct faculty members who are members of the unit shall receive an across-the-board increase of two percent (2%).

Effective September 1, 2022, eligible adjunct faculty members who are members of the unit shall receive the same percentage increase received by full-time faculty members in January of 2022. Three-quarters (3/4) of such total shall be paid as an across-the-board increase and one-quarter (1/4) shall be distributed as merit in the same manner as distributed in 2020-21 provided however that those with a 4.0 rating or higher shall receive the maximum merit increase. The University shall notify unit members what, if any, percentage increase they will be receiving by March 1, 2022.

Effective September 1, 2023, eligible adjunct faculty members who are members of the unit shall receive the same percentage increase received by full-time faculty members in January of 2023. Three-quarters (3/4) of such total shall be paid as an across-the-board increase and one-quarter (1/4) shall be distributed as merit in the same manner as distributed in 2022-23. The University shall notify unit members what, if any, percentage increase they will be receiving by March 1, 2023.

Notwithstanding the above, effective September 1, 2021, following the application of the September 1, 2021 percentage increases, the minimum per credit rate according to rank for those eligible adjunct faculty members teaching for-credit courses shall be:

Adjunct Instructor/Adjunct Lecturer: $1,110 per credit minimum
Adjunct Assistant Professor: $1,210 per credit minimum
Adjunct Associate Professor: $1,310 per credit minimum
Adjunct Professor: $1,510 per credit minimum

Notwithstanding the above, effective September 1, 2022, following the application of the September 1, 2022 percentage increases, the minimum per credit rate according to rank for those eligible adjunct faculty members teaching for-credit courses shall be:

Adjunct Instructor/Adjunct Lecturer: $1,160 per credit minimum
Adjunct Assistant Professor: $1,260 per credit minimum
Adjunct Associate Professor: $1,360 per credit minimum
Adjunct Professor: $1,560 per credit minimum

Notwithstanding the above, effective September 1, 2023, following the application of the September 1, 2023 percentage increases, the minimum per credit rate according to rank for those eligible adjunct faculty members teaching for-credit courses shall be:

Adjunct Instructor/Adjunct Lecturer: $1,210 per credit minimum
Adjunct Assistant Professor: $1,310 per credit minimum
Adjunct Associate Professor: $1,410 per credit minimum
Adjunct Professor: $1,610 per credit minimum

To be eligible for the increases, adjunct members of the unit must:

a. have taught a minimum of three (3) credits and at least one (1) semester in the prior academic year; and

b. teach a minimum of three (3) credits and at least one (1) semester in the academic year the salary increase is effective.

Those granted the status of "Senior Adjunct Professors" shall be paid an additional one hundred and fifty dollars ($150) per credit above their applicable rates if they have a PhD or terminal degree in the field taught, or an additional seventy-five dollars ($75) per credit above their applicable rates if they do not have a PhD or terminal degree in the field taught.

To be eligible for Senior Adjunct Professor status, the adjunct faculty member must:

(a) have twenty-five (25) or more years of service as an adjunct faculty member as of the academic year prior to the year in which the payment is sought;

(b) submit at least two (2) peer recommendations from faculty members in their Department, at least one (1) of which must be from a full-time faculty member; and

(c) receive the recommendation of the Department Chairperson and the approval of the Dean. The Department Chairperson's recommendation shall be made on the basis of contributions the adjunct faculty member has made to the Department.

In order to be considered for Senior Adjunct Professor status, eligible adjunct faculty members must apply by April 1 prior to the academic year in which the appointment is sought.

Those granted the status of "Senior Adjunct Professors with 35+ Years of Service" shall be paid an additional one hundred dollars ($100) per credit above their senior adjunct rate.

To be eligible for Senior Adjunct Professor with 35+ Years of Service status, the adjunct faculty member must:

(a) have attained Senior Adjunct Professor status as described above;

(b) have thirty-five (35) or more years of service as an adjunct faculty member as of the academic year prior to the year in which the payment is sought;

(c) receive the recommendation of the Department Chairperson. The Department Chairperson's recommendation shall be made on the basis of contributions the adjunct faculty member has made to the Department; and

(d) have received a rating above 3.0 in each of the three (3) academic years preceding the year in which the payment is sought.

In order to be considered for Senior Adjunct Professor with 35+ Years of Service status, eligible adjunct faculty members must apply by April 1 prior to the academic year in which the appointment is sought.

Those Adjunct Professors who reach 20 years of service as an adjunct faculty member during the life of the contract shall receive a $100 per credit increase if they taught at least 6 credits in each of the last 2 academic years. Eligible members must apply by April 1st prior to the academic year for which the payment is sought.

Part-Time Instructors

Effective September 1, 2021, eligible part-time instructors who are members of the unit shall receive an across-the-board increase of two percent (2%).

Effective September 1, 2022, eligible part-time instructors who are members of the unit shall receive the same percentage increase received by full-time faculty members in January of 2022. Three-quarters (3/4) of such total shall be paid as an across-the-board increase and one-quarter (1/4) shall be distributed as merit in the same manner as distributed in 2020-21. The University shall notify unit members what, if any, percentage increase they will be receiving by March 1, 2022.

Effective September 1, 2023, eligible part-time instructors who are members of the unit shall receive the same percentage increase received by full-time faculty members in January of 2023. Three-quarters (3/4) of such total shall be paid as an across-the-board increase and one-quarter (1/4) shall be distributed as merit in the same manner as distributed in 2022-23. The University shall notify unit members what, if any, percentage increase they will be receiving by March 1, 2023.

To be eligible for the increases above, part-time instructor members of the unit must:

a. have taught a minimum of forty-five (45) hours in the prior academic year; and

b. teach a minimum of forty-five (45) hours in the academic year the salary increase is effective.

The minimum hourly rate for part-time instructors shall be fifty-five dollars ($55) per hour.

In addition to the above increases, those unit members who taught the Spring of 2020 semester and teach the Fall of 2021 or Spring of 2022 semesters shall be entitled to additional one time payments mutually agreed to by the parties from a $60,000 one time appropriation to be paid no later than the end of the Spring 2022 semester. Such payments are in recognition of their role in fulfilling the University's academic mission during the Covid pandemic.

Market/Equity Adjustments

Nothing contained herein shall preclude the University, after prior notice to the Union, from making additional market driven or equity increases to an adjunct faculty member(s) and/or part-time instructor(s) in addition to the increases provided above.

ARTICLE XIX OTHER PLAN PARTICIPATION

19.1 Life Insurance – Adjunct faculty members who have taught at least three (3) credit hours during each of at least five (5) continuous academic years, including academic years prior to the execution of this Agreement, and are in active status may participate at no cost to the adjunct faculty member in life and accidental death and dismemberment (AD&D) insurance coverage based upon rank as follows:

Rank	**Amount of Coverage**
Professor	$5,000
Associate Prof.	$5,000
Assistant Prof.	$4,000
Instructor	$4,000
Lecturer	$3,000

19.2 Long-Term Care Insurance – Provided this benefit is made available to full-time faculty, adjunct faculty members and part-time instructors who are in active status may participate in the University sponsored voluntary Long Term Care Insurance Plan in the same manner as full-time faculty. Enrollment information will be posted on the Human Resources web page.

19.3 Commuter Reimbursement Accounts – Provided this benefit is made available to full-time faculty, adjunct faculty members and part-time instructors may participate in University sponsored tax-free Commuter Reimbursement Accounts in the same manner as full-time faculty. Enrollment information will be posted on the Human Resources web page.

19.4 Pre-Tax Health Care Reimbursement Account – Provided this benefit is available to full-time faculty, the University shall make a pre-tax health care reimbursement account available to adjunct faculty members and part-time instructors on the same basis as full-time faculty except that the maximum annual contribution shall be one thousand dollars ($1000). Enrollment information will be posted on the Human Resources web page.[10]

19.5 § 403-b Supplemental Retirement Accounts – Provided this benefit is made available to full-time faculty, adjunct faculty members and part-time instructors who are in active status may participate in any of the University's supplemental retirement accounts in the same manner as full-time faculty. Enrollment information will be posted on the Human Resources web page.

19.6 Employee Assistance Program (EAP) – Provided this benefit is made available to full-time faculty, adjunct faculty members and part-time instructors who are in active status may participate in the EAP in the same manner as full-time faculty. Enrollment information will be posted on the Human Resources web page.

19.7 New York College Savings Program (Section 529 Plan) – Provided this benefit is made available to full-time faculty, adjunct faculty members and part-time instructors who are in active status may participate in the University sponsored Section 529 college savings plan in the same manner as full-time faculty. Enrollment information will be posted on the Human Resources web page.

19.8 Credit Union – Provided this benefit is made available to full-time faculty, adjunct faculty members and part-time instructors who are in active status are eligible to join the

[10] The benefit shall be available only to those adjunct faculty members and part-time instructors who participated in this account during the first contract, which covered the period of March 5, 2009 through June 30, 2011.

University sponsored Academic Federal Credit Union in the same manner as full-time faculty. Enrollment information will be posted on the Human Resources web page.

ARTICLE XX TUITION WAIVERS

The University's Tuition remission benefits for adjunct faculty members and part time instructors as reflected at the University's Human Resources Website are attached hereto as Addendum D and shall remain in effect except as provided herein. Should the University alter the Tuition remission benefits for full-time faculty (attached as Addendum E), the University shall have the option to reopen negotiations with the Union on this topic only. Should the parties be unable to reach an agreement, they shall submit their dispute to binding Interest Arbitration before Martin F. Scheinman, Esq. The parties shall share the arbitrator's fees and expenses. If Martin F. Scheinman, Esq. is unavailable to serve, the parties shall select an arbitrator through the services of the AAA utilizing the list-only procedure. Among other criteria, the University may offer proof concerning similarly situated adjunct faculty members and the Union may offer the overall compensation of similarly situated adjunct faculty members.

ARTICLE XXI FACILITIES AND SERVICES

21.1 Provided this benefit is made available to full-time faculty, a voice mailbox will be made available to adjunct faculty members and part-time instructors who are in active status in the same manner as full-time faculty.

21.2 Provided this benefit is made available to full-time faculty, adjunct faculty members and part-time instructors who are in active status will be listed in Pace University's online directory.

21.3 Provided this benefit is made available to full-time faculty, a Pace University email account will be made available to adjunct faculty members and part-time instructors who are in active status in the same manner as full-time faculty.

Provided this benefit is made available to full-time faculty, the University's learning management system will be made available to adjunct faculty members who are teaching in the same manner as full-time faculty.

Provided this benefit is made available to full-time faculty, the University's learning management system will be made available to part-time instructors who are teaching in the same manner as full-time faculty when, in the University's opinion, access to the University's learning management system is needed to perform their teaching duties.

21.4 Provided this benefit is made available to full-time faculty, adjunct faculty members and part-time instructors who are in active status shall be entitled to library privileges in the same manner as full-time faculty.

21.5 Provided this benefit is available to full-time faculty, adjunct faculty members and part-time instructors who are teaching shall have access to inter-campus transportation in the same manner as full-time faculty.

21.6 Adjunct faculty members and part-time instructors shall have access to photocopying services where and when they are available to full-time faculty.

21.7 The University will make a good faith effort to provide adjunct faculty members and part-time instructors with access to office space, computers and internet access. Alleged violations of this paragraph shall be subject to the University's Internal Faculty Grievance Procedure.

21.8 Travel Costs - Adjuncts will be treated the same as full-time faculty as set forth in the Travel and Expense Reimbursement Policy, as may be amended from time to time.

ARTICLE XXII ONLINE EDUCATION

Unit members that attend training required by the University shall be compensated at the rate of $45/hour provided University predetermined length of time and course completion

requirements have been met and documented. This provision shall not apply to training required under Federal, State or Local laws.

22.1 Online Training – To be eligible for online/hybrid training, the adjunct faculty member or part-time instructor must not have attended such training in the past and must be able to demonstrate to the Department Chairperson a need to attend the training.

Any adjunct faculty member or part-time instructor who attends the official online / hybrid training offered by the University (which lasts up to one (1) week) after obtaining prior written approval to do so from his/her Department Chairperson shall be entitled to a one (1)-time payment of five hundred dollars ($500).

22.2 Video Conference Training – To be eligible for video conference training, the adjunct faculty member or part-time instructor must not have attended such training in the past and must be able to demonstrate to the Department Chairperson a need to attend the training.

Any adjunct faculty member or part-time instructor who attends the approximately forty-five (45)-minute video conference training offered by the University after obtaining prior written approval to do so from his/her Department Chairperson shall be entitled to a one (1)-time payment of fifty dollars ($50).

ARTICLE XXIII INTELLECTUAL PROPERTY

The University's commitment to protecting the intellectual property rights of all faculty members, including adjunct faculty members and part-time instructors, shall be reflected in the University's policies and procedures, as amended from time to time. Adjunct faculty members and part-time instructors shall have the same intellectual property rights as full-time faculty.

ARTICLE XXIV MANAGEMENT RIGHTS

24.1 Management of the University is vested exclusively in the University. Except as otherwise specifically provided by an express provision of this Agreement, the Union agrees that

the University has the right to establish, plan, direct and control the University's programs, course offerings, objectives, activities, resources, and priorities; to establish and administer policies, procedures, rules and regulations and direct and control University operations; to alter, extend, reduce or discontinue existing programs, units, schools, courses, equipment, facilities, and locale of operations; to determine or modify the type of personnel to perform duties, the number, qualifications, scheduling, responsibilities and assignment of adjunct faculty members and part-time instructors; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, to determine the timing and content of evaluations, and to determine the processes and criteria by which adjunct faculty members' and part-time instructors' performance is evaluated; to consider evaluation of performance in determining compensation; to establish and require adjunct faculty members and part-time instructors to observe University policies, procedures, rules and regulations; to discipline or dismiss adjunct faculty members and part-time instructors except as limited in other Articles herein; to exercise the option not to hire or reappoint adjunct faculty members and part-time instructors; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire, or transfer; to determine how and when and by whom instruction is delivered; to determine all matters relating to faculty hiring and tenure and student admissions; to introduce new methods of instruction; or to subcontract all or any portion of any operations; and to exercise sole authority on all decisions involving academic matter.

Decisions regarding what is taught, how it is taught and who does the teaching shall be made at the sole discretion of the University.

The University shall also have the right to establish, alter or amend any practices and/or "terms and conditions of employment" not specifically covered in this Agreement.

24.2 The above listing of management rights is not intended to be exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the University.

24.3 No action taken by the University with respect to management or academic rights shall be subject to the grievance procedure herein or collateral suit unless the exercise thereof violates an express written provision of this Agreement.

ARTICLE XXV SAVE HARMLESS/ZIPPER CLAUSE

Should any provision of this Agreement, or any application thereof, be found to be unlawful by virtue of any federal or state tribunal, such provision shall be null and void, but in all other respects the provisions of this Agreement shall continue in full force and effect for the life thereof.

Except as otherwise provided herein, this Agreement constitutes the entire Agreement between the parties governing all mandatory and permissive subjects of collective bargaining. It supersedes all oral or written agreements heretofore made and may not be changed, modified or amended except by an explicit agreement in writing signed by authorized agents of the parties. The parties agree that in negotiations leading to this Agreement, each had the full opportunity to present and discuss all subjects which they were obliged to discuss. Consequently, there shall be no reopening of negotiations without the written consent of both parties.

The failure of either party to insist upon performance of the terms and conditions of this Agreement by the other in any one (1) or more instances shall not be construed as a waiver or relinquishment of the rights of either party to expect and require future performance of any such terms and conditions by the other. Notwithstanding any such failure, the obligations of the

parties to such future performance of its terms and conditions shall continue in full force and effect.

ARTICLE XXVI PRINTING AND DISTRIBUTION

A copy of the Agreement shall be available to adjunct faculty members and part-time instructors on their MyPace Portal or in a comparable location or manner. Within two (2) weeks of execution of the Agreement, the University will provide adjunct faculty members and part-time instructors with information regarding how to get access to the Agreement.

A new adjunct faculty member or part-time instructor will be provided with information regarding how to get access to the Agreement.

ARTICLE XXVII DURATION

Except as otherwise noted, the provisions herein shall become effective July 1, 2021 and will terminate on June 30, 2024.

ARTICLE XXVIII NO STRIKE

Neither the Union nor any adjunct faculty member or part-time instructor, singly or in concert, shall authorize, or engage in any strike, sympathy strike, slow-down, picketing, cessation of work, or other interference with the business of the University during the life of the Agreement.

It is understood and agreed that, as set forth above, the term "sympathy strike" includes any work stoppage or discontinuance of work because of a demonstration on University owned or rented property (including the adjacent sidewalks), or at any University-sponsored event regardless of its location, or failure to perform any adjunct faculty member or part-time instructor duties, at the assigned time or place (whether acting singly or in concert with others), because of a picket line, strike, leafleting, or boycott activity by individuals, employees, or groups not covered by this Agreement, and whether or not directed against the University.

Nothing in this Agreement constitutes a waiver of the University's right to legal and/or equitable relief in a court of competent jurisdiction in the event of a violation of this Article.

The University shall not lockout the employees during the life of this Agreement.

ARTICLE XXIX NOTICE OF RESIGNATIONS

29.1. Adjunct Faculty Members

Resignation before the start of the academic term

Adjunct faculty members who are appointed or reappointed to teach a course for an upcoming semester may resign by giving written notice to the Department Chairperson with a copy to Human Resources at the earliest possible opportunity, but not later than two (2) weeks prior to the start of the semester. Except when granted a waiver as provided below, failure to provide at least two (2) weeks written notice shall be deemed a resignation and shall result in the adjunct faculty member being ineligible for rehire.

If adjunct faculty members receive less than two (2) weeks notice of the appointment or re-appointment, they may resign by giving notice in writing to the Department Chairperson with a copy to Human Resources at the earliest possible opportunity. Except when granted a waiver as provided below, failure to provide notice at the earliest possible opportunity shall be deemed a resignation and shall result in the adjunct faculty member being ineligible for rehire.

The University may grant an adjunct faculty member a waiver of these requirements and/or consequences in extenuating circumstances.

Resignation in the middle of the academic term

Once appointed or reappointed, to minimize any impact on students enrolled in their courses, adjunct faculty members are expected to continue their assignments until completion of their teaching and administrative responsibilities through the end of the semester. Adjunct faculty members who nonetheless resign during an appointment shall give written notice to the

Department Chairperson with a copy to Human Resources at the earliest possible opportunity, but not later than four (4) weeks prior to the meeting of the last class that the adjunct faculty member plans to teach.

Except when granted a waiver as provided below, failure to provide such four (4) weeks written notice shall be deemed a resignation and shall result in the adjunct faculty member being ineligible for rehire.

The University may grant an adjunct faculty member a waiver of these requirements and/or consequences in extenuating circumstances.

The University may accelerate an adjunct faculty member's resignation under these circumstances, provided the adjunct faculty member is paid a pro-rated portion of his or her salary for classes taught through the last day worked.

Part-Time Instructors

Part-time instructors may resign by giving written notice to the Department Chairperson with a copy to Human Resources at the earliest possible opportunity, but not later than two (2) weeks prior to the meeting of the last class that the part-time instructor plans to teach. Except when granted a waiver as provided below, failure to provide at least two (2) weeks written notice shall be deemed a resignation and shall result in the part-time instructor being ineligible for rehire.

The University may grant a part-time instructor a waiver of these requirements and/or consequences in extenuating circumstances.

The University may accelerate a part-time instructor's resignation under these circumstances. If the resignation is accelerated, the part-time instructor shall be paid a pro-rated portion of his or her salary for classes taught through the last day worked.

UNION OF ADJUNCT FACULTY AT PACE

By William T. Quinlan
William Quinlan, President

Dated 8/27/21

PACE UNIVERSITY

By
Robert Almon, EVP, CFO

Dated 9/1/21

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Addendum A
Dues Authorization form

Dues Deduction Authorization Form
for Paycheck Deduction of Union Dues or Agency Fees
Union of Adjunct Faculty at Pace (UAFP)

NOTE: This form does NOT make you a UAFP member. To join the UAFP, please visit https://uafp.net/become-a-member/, click the membership form link and return as instructed.

I hereby authorize and direct Pace University to deduct from my salary and to remit to the Union of Adjunct Faculty at Pace on my behalf, either regular periodic Union membership dues or agency fees in amounts specified by the Union of Adjunct Faculty at Pace.

In the event I submit this authorization after September 15th (with respect to the Fall semester) or February 1st (with respect to the Spring semester), I authorize the university to deduct the full amount of dues or agency fees owed for the entire semester in one lump sum from my final paycheck for that semester.

This authorization may be revoked by me as of any anniversary date hereof by written notice by me of such revocation, received by the University and the Union, by registered mail, return receipt requested, not more than sixty (60) days and not less than ten (10) days, before any such anniversary date, or on the termination date of the Collective Bargaining Agreement, whichever occurs sooner. All adjuncts and part-time instructors represented by the Union of Adjunct Faculty at Pace are required to pay either membership dues or agency fees to the Union. Those who do not complete a valid Authorization or otherwise pay the amount of the applicable Union dues or agency fees directly to the Union, shall not be eligible for reappointment by the University unless and until their applicable union dues or agency fees have been paid to the Union.

This authorization shall automatically be revoked if I have not worked for 24 consecutive months.

Notwithstanding anything contained above or any provision of law or decisional law to the contrary, the University's obligation to deduct membership dues or agency fees shall be suspended upon the expiration of the Collective Bargaining Agreement and shall not resume until such time that a successor Collective Bargaining Agreement takes effect.

Print name: _____

Address: _____ Email: _____

Signature: _____ Date: _____

Addendum B
Evaluation Forms

College of Health Professions
Adjunct Performance Review and Evaluation
PERSONAL AND CONFIDENTIAL

Faculty Member's Name: **UID:**	**Course(s):** **Semester:**	**Division:** **Department:**
Department Chair/Dean:	**Years as Adjunct:**	**Date Performance Review was Provided to Adjunct (either via email, mailbox, or meeting, etc.):**

Directions:

Complete Part I for faculty teaching only didactic courses
Complete Part II for faculty only teaching clinical courses
Complete Parts I & II for faculty teaching **both** didactic and clinical courses.

** Select one Performance Rating for each Teaching Performance Category. Performance Ratings are indicated below. To comply with CBA provisions, evaluation ratings must reflect a factual assessment of performance without rounding the ratings up or down.* ***To ensure accuracy, decimals should be used where applicable.***

**Use the following rubric to evaluate each of the categories below.*

5.0: Excellent performance for each applicable component in the given category
4.0 – 4.9: Excels in most, and at least meets expectations, in all applicable components in the given category
3.0 – 3.9: Adequately meets expectations in all applicable components of the given category
2.0 – 2.9: Partially meets expectations in all applicable components of the given category
1.0 – 1.9: Fails to meet expectations in most applicable components of the given category
N/A: not applicable

Category	Assessment of Attainment Department Chair Comments & Evaluation	Performance Rating*
Part I: Teaching Performance-Didactic course (if applicable)		Please use decimals for accuracy
Instructional Delivery		
a. Uses a variety of instructional approached/methodologies b. Experiments with new teaching methods materials, and technologies in the classroom and assignments c. Uses technology to enhance learning and teaching d. Uses techniques that encourage active student participation e. Presents course material in a clear and well-organized manner f. Uses current research and/or consulting to enhance teaching effectiveness g. Communicates at a level appropriate to the class h. Demonstrates enthusiasm for the subject matter and for teaching		**0.0**
Instructional Design		
a. Develops and communicates learning objectives for the course b. Prepares clear and detailed course syllabi c. Presents challenging course materials d. Revises course content regularly to keep it up to date e. Enhances student's communication skills f. Develops or enhances student critical thinking skills g. Prepares new courses, modifies existing courses h. Incorporates global, ethical and diversity issues i. Prepares assessments that evaluate the achievement of the course objectives j. Prepares assessments that are fair and valid k. Focuses on student learning and outcomes		**0.0**
Course Management		
a. Uses class time productively b. Meets the class for the assigned time period c. Returns exams and/or assignments promptly and with meaningful comments/feedback d. Keeps students apprised of grades throughout the course e. Submits grades promptly		**0.0**

Availability and Guidance to Students		
a. Provides informed and accurate information and advice to students relating to course requirements and expectations b. Guides student research where applicable c. Is available to students as needed		**0.0**
	Sum of Ratings: 0.0 *Click on the number above and press F9*	
	Numerical average (Part I): 0.0 *Click on the number above and press F9*	

Part II: (if applicable) Teaching Performance - Clinical course(s)

Category	Assessment						Performance Rating*
Markers of Excellence: Clinical Teaching **Please refer to the rubric on page 1 to review the directions to consider in giving your overall rating in each category for Teaching Performance – clinical course(s)**	**N/A**	**NM 1**	**PM 2**	**M 3**	**E 4**	**ED 5**	**Sub Scores** **Please use decimals for accuracy**
Professional Development and other Requirements							
a. Engages in professional development activities to improve and enhance teaching/learning strategies (Attends faculty orientations and continuing education events)							**0.00** *Click on the number and press F9*
b. Oral and written communication meets professional standards.							
c. Attends clinical site orientation as required in a timely manner							
d. Maintains health clearances & clinical site requirements such as CPR, Infection control, OSHA, etc.							
Comments:							

Category	Assessment						Performance Rating*
	N/A	**NM 1**	**PM 2**	**M 3**	**E 4**	**ED 5**	**Sub Scores**
Evaluates students in a measurable, equitable, and consistent manner							
a. Evaluates student performance using pre-established criteria							**0.00** *Click on the number and press F9*
b. Is accessible to students; responding to students promptly (typically within 48 hours during regular business hours).							
c. Provides timely and meaningful feedback (usually within one week) on assignments and other submitted work.							
d. Completes evaluations and grades in a timely manner							
e. Troubleshoots and proactively intervenes if student is not meeting course objectives							
f. Orients students to course and communicates clinical learning objectives.							
Comments:							

Category	Assessment						Performance Rating*
	N/A	NM 1	PM 2	M 3	E 4	ED 5	Sub Scores
Creates an environment that values/promotes high standards and accountability to students by modeling, discussion, and active engagement							
a. Acts as a positive professional role model							**0.00** *Click on the number and press F9*
b. Develops positive working relationship with students							
c. Displays professional conduct, motivation, positive attitude, resourcefulness and accountability							
d. Collaborates/consults appropriately with other course faculty and administrators							
e. Accepts constructive comments and adjusts behavior appropriately							
f. Conducts clinical teaching as scheduled							
g. Is available to meet with students							
h. Promotes evidence-based practice in the care of patients							
i. Uses a variety of instructional approaches to engage students in patient care.							
Comments:							
Sum of Ratings:							**0.0** *Click on the number and press F9*
Numerical average (Part II)							**0.0** *Click on the number and press F9*

Part III: Overall Performance Rating

The Overall Performance Rating is an opportunity to provide an overall performance rating including all applicable components, describing to what extent the adjunct's performance, in total, were achieved. This rating should be calculated using the ratings provided in Part I and Part II of this form. Please insert the overall performance rating (including decimals where appropriate) in the box next to the rating which most accurately describes this adjunct's performance.

☐ **5.0 Exceeds Expectations with Distinction (Excellent performance for each applicable component in the given category)**

Fulfills teaching responsibilities with distinction; engaging and innovative syllabi and instructional materials; excellent student course evaluations; engages students outside of the classroom in learning activities.

☐ **4.0 – 4.9 Exceeds Expectations (Excels in most, and at least meets expectations, in all applicable components in the given category)** Fulfills teaching responsibilities well; superior syllabi and instructional material; superior student course evaluations; engages students outside of the classroom in learning activities.

☐ **3.0 – 3.9 Fully Meets Expectations (Adequately meets expectations in all applicable components of the given category)**

Fulfills teaching responsibilities; updated syllabi and instructional materials; very good student course evaluations; is available to students.

☐ **2.0 – 2.9 - Partially Meets Expectation (Partially meets expectations in all applicable components of the given category)**

Minimally fulfills teaching responsibilities; meets with classes; does not provide updated syllabi and instructional material; has below average student course evaluations; pattern of student complaints.

☐ **1.0 – 1.9 - Does Not Meet Expectations *(*Fails to meet expectations in most applicable components of the given category)**

Does not fulfill teaching responsibilities; class meetings not fulfilled; syllabi and instructional materials not satisfactory; poor course evaluations; pattern of student complaints.

_____	_____	_____
Faculty Member Signature*/ Date	Coordinator or Director/Date	Dean or Executive Associate Dean Signature/ Date

*This signature indicates receipt of evaluation form only.

*Adjuncts who receive a rating of 3.1 or above will be entitled to a merit increase.

Dyson College of Arts and Sciences / Lubin School of Business / School of Education / Seidenberg School of Computer Science and Information Systems
Adjunct Performance Review and Evaluation
PERSONAL AND CONFIDENTIAL

Faculty Member's Name: **UID#:**	**Course(s):** **Semester:**	**Select School:** Choose an item. **Department:**
Department Chair:	**Years as Adjunct:**	**Date Performance Review was Provided to Adjunct (either via email, mailbox, or meeting, etc.):**

Part I: Teaching Performance

Directions:

* Select one Performance Rating for each Teaching Performance Category. To comply with CBA provisions, evaluation ratings must reflect a factual assessment of performance without rounding the ratings up or down. **To ensure accuracy, decimals should be used where applicable.**

**Use the following rubric to evaluate each of the categories below.*

5.0: Excellent performance for each applicable component in the given category
4.0 – 4.9: Excels in most, and at least meets expectations, in all applicable components in the given category
3.0 – 3.9: Adequately meets expectations in all applicable components of the given category
2.0 – 2.9: Partially meets expectations in all applicable components of the given category
1.0 – 1.9: Fails to meet expectations in most applicable components of the given category
N/A: not applicable

Category	Assessment of Attainment Department Chair Comments & Evaluation	Performance Rating*
Teaching Performance		Please use decimals for accuracy
Instructional Delivery • Uses a variety of instructional approached/methodologies • Experiments with new teaching methods materials, and technologies in the classroom and assignments • Uses technology to enhance learning and teaching • Uses techniques that encourage active student participation • Presents course material in a clear and well-organized manner • Uses current research and/or consulting to enhance teaching effectiveness • Communicates at a level appropriate to the class • Demonstrates enthusiasm for the subject matter and for teaching		**0.0**
Instructional Design • Develops and communicates learning objectives for the course • Prepares clear and detailed course syllabi • Presents challenging course materials • Revises course content regularly to keep it up to date • Enhances student's communication skills • Develops or enhances student critical thinking skills • Modifies existing courses • Incorporates global, ethical, and diversity issues • Prepares assessments that evaluate the achievement of the course objectives • Prepares assessments that are fair and valid • Focuses on student learning and outcomes		**0.0**

Course Management • Uses class time productively • Meets the class for the assigned time period • Returns exams and assignments promptly and with meaningful comments/feedback • Keeps students apprised of grades throughout the course • Submits grades promptly		**0.0**
Availability and Guidance to Students • Is available to students as needed • Provides informed and accurate information and advice to students relating to course requirements and expectations • Guides student research where applicable		**0.0**
	Sum of Ratings: 0.0 ***after entering the ratings, please click on the number above and press F9 to generate the calculation***	
	Numerical average (out of 4): 0.0 ***after finalizing the sum, please on the number above and press F9 to generate the average***	

Additional Evaluator's Comments:

Overall Performance Rating

The Overall Performance Rating is an opportunity to provide an overall performance rating including all applicable components, describing to what extent the adjunct's performance, in total, were achieved. Please insert the overall performance rating (including decimals where appropriate) in the box next to the rating which best, most accurately describes this adjunct's performance.

☐ **5.0 Exceeds Expectations with Distinction (Excellent performance for each applicable component in the given category)**

Fulfills teaching responsibilities with distinction; engaging and innovative syllabi and instructional materials; excellent student course evaluations; engages students outside of the classroom in learning activities.

☐ **4.0 – 4.9 Exceeds Expectations (Excels in most, and at least meets expectations, in all applicable components in the given category)**

Fulfills teaching responsibilities well; superior syllabi and instructional material; superior student course evaluations; engages students outside of the classroom in learning activities.

☐ **3.0 – 3.9 Fully Meets Expectations (Adequately meets expectations in all applicable components of the given category)**

Fulfills teaching responsibilities; updated syllabi and instructional materials; very good student course evaluations; is available to students.

☐ **2.0 – 2.9 - Partially Meets Expectation (Partially meets expectations in all applicable components of the given category)**

Minimally fulfills teaching responsibilities; meets with classes; does not provide updated syllabi and instructional material; has below average student course evaluations; pattern of student complaints.

☐ **1.0 – 1.9 - Does Not Meet Expectations *(*Fails to meet expectations in most applicable components of the given category)**

Does not fulfill teaching responsibilities; class meetings not fulfilled; syllabi and instructional materials not satisfactory; poor course evaluations; pattern of student complaints.

Faculty Member Signature*/ Date	Department Chair Signature/ Date	Dean Signature/ Date

*This signature indicates receipt of evaluation form only

*Adjuncts who receive a rating of 3.1 or above will be entitled to a merit increase.

Sands College of Performing Arts
Adjunct Performance Review and Evaluation
PERSONAL AND CONFIDENTIAL

Faculty Member's Name: **UID#:**	**Course(s):** **Semester:**	**Department:**
Department Chair:	**Years as Adjunct:**	**Date Performance Review was Provided to Adjunct (either via email, mailbox, or meeting, etc.):**

Part I: Teaching Performance

Directions:

* Select one Performance Rating for each Teaching Performance Category. To comply with CBA provisions, evaluation ratings must reflect a factual assessment of performance without rounding the ratings up or down. **To ensure accuracy, decimals should be used where applicable.**

**Use the following rubric to evaluate each of the categories below.*
5.0: Excellent performance for each applicable component in the given category
4.0 – 4.9: Excels in most, and at least meets expectations, in all applicable components in the given category
3.0 – 3.9: Adequately meets expectations in all applicable components of the given category
2.0 – 2.9: Partially meets expectations in all applicable components of the given category
1.0 – 1.9: Fails to meet expectations in most applicable components of the given category
N/A: not applicable

Category	Assessment of Attainment Department Chair Comments & Evaluation	Performance Rating*
Teaching Performance		Please use decimals for accuracy
Instructional Delivery • Uses a variety of instructional approaches and methodologies that maintain structure and scaffolding of building techniques and support individual growth. • Experiments with new teaching methods materials, in the classroom and assignments • Uses technology to enhance learning and teaching if appropriate to the course content • Uses techniques that encourage active student participation • Presents course material in a clear and well-organized manner • Communicates at a level appropriate to the class • Demonstrates enthusiasm for the subject matter and for teaching		**0.0**
Instructional Design • Develops and communicates learning objectives for the course • Prepares clear and detailed course syllabi • Presents relevant course materials • Revises and/or maintains course content keeping it focused on pragmatic and individual student needs. • Enhances student's verbal and non-verbal communication skills • Develops or enhances student critical thinking skills • Incorporates global, ethical, and diversity issues • Prepares and presents assessments that evaluate the achievement of the course objectives • Prepares and presents assessments that are clear fair and valid • Focuses on student learning and outcomes • Creates opportunities for peer and self-reflection		**0.0**

Course Management • Uses class time productively • Meets the class for the assigned time period • Returns exams and assignments promptly and with meaningful comments/feedback • Maintains records of student attendance. • Uses mechanisms and follows policy to report both academic and health concerns of a student. • Keeps students apprised of grades throughout the course • Responsive to students' identities in the classroom		**0.0**
Availability and Guidance to Students • Is responsive to students as needed • Gives clear and specific feedback and constructive criticism • Provides informed and accurate information and advice to students relating to course requirements and expectations • Guides student research and/or supports student production lab experiences through assignments, mentorship and/or attendance when possible.		**0.0**
	Sum of Ratings: 0.0 ***after entering the ratings, please click on the number above and press F9 to generate the calculation***	
	Numerical average (out of 4): 0.0 ***after finalizing the sum, please on the number above and press F9 to generate the average***	

Additional Evaluator's Comments:

Overall Performance Rating

The Overall Performance Rating is an opportunity to provide an overall performance rating including all applicable components, describing to what extent the adjunct's performance, in total, were achieved. Please insert the overall performance rating (including decimals where appropriate) in the box next to the rating which best, most accurately describes this adjunct's performance.

☐ **5.0 Exceeds Expectations with Distinction (Excellent performance for each applicable component in the given category)**

Fulfills teaching responsibilities with distinction; engaging and innovative syllabi and instructional materials; excellent student course evaluations; engages students outside of the classroom in learning activities.

☐ **4.0 – 4.9 Exceeds Expectations (Excels in most, and at least meets expectations, in all applicable components in the given category)**

Fulfills teaching responsibilities well; superior syllabi and instructional material; superior student course evaluations; engages students outside of the classroom in learning activities.

☐ **3.0 – 3.9 Fully Meets Expectations (Adequately meets expectations in all applicable components of the given category)**

Fulfills teaching responsibilities; updated syllabi and instructional materials; very good student course evaluations; is available to students.

☐ **2.0 – 2.9 - Partially Meets Expectation (Partially meets expectations in all applicable components of the given category)**

Minimally fulfills teaching responsibilities; meets with classes; does not provide updated syllabi and instructional material; has below average student course evaluations; pattern of student complaints.

☐ **1.0 – 1.9 - Does Not Meet Expectations *(*Fails to meet expectations in most applicable components of the given category)**

Does not fulfill teaching responsibilities; class meetings not fulfilled; syllabi and instructional materials not satisfactory; poor course evaluations; pattern of student complaints.

Faculty Member Signature*/ Date	Department Chair Signature/ Date	Dean Signature/ Date

*This signature indicates receipt of evaluation form only

*Adjuncts who receive a rating of 3.1 or above will be entitled to a merit increase.

Addendum C
Grievance form

Pace Grievance # (to be filled out by Pace HR):	
Name of Grievant:	
Contact #:	
Department:	
Campus:	

Please note that depending on the nature of the grievance steps may be skipped as per Provision 15.7 of the CBA.

STEP 1 – Department Chairperson – Must be filed with the Sr. Director of Labor and Employee Relations within twenty (20) days following the date the Union became aware of the facts which form the basis of the grievance, or could reasonably have been aware of such facts. The Sr. Director of Labor and Employee Relations shall forward the grievance to the appropriate administrator (Department Chairperson, Dean, or Provost) immediately upon receipt. The date of the Step 1 filing is the date the grievance was submitted to the Sr. Director of Labor and Employee Relations.

Please attach a narrative to this form that includes the following information:

1. Nature of the Grievance (include date of incidence, individuals involved, and specific facts);
2. Provision(s) of Contract Allegedly Violated; and
3. Remedy Sought.

Grievant's Signature (not required):	
Union Representative's Signature:	
Date Step 1 Submitted:	

Disposition:

Unless otherwise mutually agreed upon by the Parties "The Department Chairperson shall render a final written decision within fifteen (15) working days following the receipt of the written grievance." The written response will be made available to the Grievant and Union via the HR Office.

Date of Step 1 Disposition:	
Department Chairperson's Signature:	
Provost's Signature (if required):	

A settlement or resolution of the grievance at this Step shall not be final or binding on the University unless approved in advance in writing by the Provost on the applicable grievance form.

STEP 2 – Dean– Appeals must be filed with the Sr. Director of Labor and Employee Relations within ten (10) days following a decision at Step 1. The Sr. Director of Labor and Employee Relations forward the grievance to the Dean and Provost immediately upon receipt. The date of the Step 2 filing is the date the grievance was submitted to the Sr. Director of Labor and Employee Relations.

Please attach a narrative to this form that specifies the reasons for submitting this grievance to Step 2, i.e. reasons not satisfied with Step 1 Disposition or as per Provision 15.7. If filing as per Provision 15.7, please be sure to include the information specified in Step 1.

Grievant's Signature (not required):	
Union Representative's Signature:	
Date Step 2 Submitted:	

Disposition:

Unless otherwise mutually agreed upon by the Parties "The Dean shall render a final written decision within fifteen (15) working days following receipt of the written grievance. If a meeting at this Step occurs, the fifteen (15) working days to respond shall begin to run from the date of the meeting." The written response will be made available to the Grievant and Union via the HR Office.

Date of Step 2 Disposition:	
Dean's Signature:	
Provost's Signature (if required):	

A settlement or resolution of the grievance at this Step shall not be final or binding on the University unless approved in advance in writing by the Provost on the applicable grievance form.

STEP 3 – Provost – Must be filed with the Sr. Director of Labor and Employee Relations within ten (10) days following a decision at Step 2. The Sr. Director of Labor and Employee Relations shall forward the grievance to the Provost immediately upon receipt. The date of the Step 3 filing is the date the grievance was submitted to the Sr. Director of Labor and Employee Relations.

Please attach a narrative to this form that specifies the reasons for submitting this grievance to Step 3, i.e. reasons not satisfied with Step 2 Disposition or as per Provision 15.7. If filing as per Provision 15.7, please be sure to include the information specified in Step 1.

Grievant's Signature (not required):	
Union Representative's Signature:	
Date Step 2 Submitted:	

Disposition:

Unless otherwise mutually agreed upon by the Parties "The Provost or his/her designee shall respond to the Union in writing within twenty (20) working days. If a meeting at this Step occurs, the twenty (20) working days to respond shall begin to run from the date of the meeting." The written response will be made available to the Grievant and Union via the HR Office.

Date of Step 3 Disposition:	
Provost's Signature:	

STEP 4

If the Union is not satisfied with the Step 3 decision, the Union must file a Demand for Arbitration with the American Arbitration Association ("AAA") within fifteen (15) days following the Provost's decision.

Date Demand for Arbitration Submitted:	
Date of Arbitration:	
Date of Arbitrator's Advisory Opinion (30 days following close of the hearings):	
Date of President's Determination (20 days following Arbitrator's Advisory Opinion):	

If the grievance reached Step 4, the President's determination must be attached.

Addendum D
Tuition Remission Benefits (Adjunct Faculty and PT Staff)

ON CAMPUS TUITION REMISSION - ADJUNCT

On-Campus Tuition Remission is a benefit provided to adjunct faculty, their spouse/domestic partner and dependent children to attend classes for credit at Pace University.

Graduate courses are subject to tax withholding governed by the IRS. See Taxable Tuition for more information.

BENEFITS

On-Campus Tuition Remission covers only the tuition and the General Institution Fee (GIF). All other charges including lab fees, late charges or activities fees are not included and are the responsibility of the student. Tuition Remission benefits available under the On-Campus Tuition Remission Program do not cover special arrangements such as tutorials, independent study, or courses conducted off-campus which are accepted for credit at Pace.

Non-credit or certificate courses/programs are covered for the employee only and when directly related to your job. Please contact the University Benefits office for requirements and application procedures.

ELIGIBILITY

PART TIME FACULTY

During the first year of employment, part - time faculty are eligible to receive 50% tuition remission for all programs except the Executive Business Programs, the Psy.D Psychology Program, School of Law and all doctoral programs. The latter special programs are at 25% tuition remission.

On-campus tuition remission is increased to 100% (50% for special programs) after one full year of employment and having taught at least six credits in the prior academic year***. The adjunct is eligible only if she/he is teaching a course within the same academic year applicable to the remission being applied for. Substitutions do not apply.

SPOUSE/DOMESTIC PARTNER

Eligible to receive 50% tuition after 5 years of employment in all programs except for the Executive Business Programs, the Psy.D. Psychology Program, and the Law School, and all doctoral programs. Those Programs receive 25% tuition benefit. After 15 years of employment, this on-campus tuition remission is increased to 100% (50% for special programs).

CHILDREN

Eligible to receive 50% tuition after 5 years of employment in all programs for the duration of the adjunct faculty member’s employment and having met the

aforementioned criteria. Dependent children receive 50% tuition up to age 24. After age 24 they receive 25% tuition benefit except for the Executive Business Program, the Ph.D. Psychology Program and the Law School, and all doctoral programs. Those Programs receive 12.5% tuition benefit. All tuition remission benefits end at the end of the semester in which the child turns 30.

After 15 years of employment, this on-campus tuition remission benefit is increased to 100% up to age 24, (50% for special programs) After age 24, they receive 50% tuition benefit (25% for special programs). See benefit grid below for further information. All tuition remission benefits end at the end of the semester in which the child turns 30.

#	Employee or Dependency status	Under-Graduate	Graduate	Special Programs*
1	Adjunct Faculty after one year of employment and having taught a minimum of six credits***	100%	100%	50%
3	Adjunct Faculty*** during first year of employment	50%	50%	25%
5	Spouse/partner and Children (to age 24) of Adjunct faculty, after 5 years of employment	50%	50%	25%
6	Children of Adjunct Faculty*** (age 24 or older), after 5 years employment	25%	25%	12.50%
7	Spouse/partner and Children (to age 24) of Adjunct Faculty, after 15 years of employment	100%	100%	50%
8	Children of Adjunct Faculty (age 24 or older), after 15 years employment	50%	50%	25%

* For Example: Executive MBA; EMBA; Doctoral Programs and the Law School. Those programs only receive a tuition benefit, not to exceed the greater of the total tuition to

complete a Master's degree in Lubin or CSIS or 50% of the special graduate degree tuition.

** To the end of semester following 24th birthday; Age 24, or older for undergraduate degree only, if matriculation commenced prior to age 24. All remission benefits cease at the end of the semester following 30th birthday.

*** Must continue to provide teaching services (substitutions not included) at least one semester per academic year in order to continue to qualify for this benefit; Breaks in service greater than 12 months will result in re-establishment of years of employment.

PROCEDURES

A form must be completed each semester and when classes are added or dropped. The completed application must be submitted to Human Resources for approval by the date(s) indicated below.

- Fall semester: August 15
- Spring semester: December 15
- Summer I: May 15
- Summer II: June 15

If any deadline date falls on a day the University is not open, the deadline is extended to the first business day following the 15th.

The Office of Student Assistance (OSA) will send an invoice to the student for all charges. This invoice and the approved On-Campus Tuition Remission Application must be submitted (by the employee) to the Office of Student Assistance (OSA), which will credit the student's account for the amount of the Tuition Remission.

TAP ELIGIBILITY

The applicant must complete the Express TAP Application (ETA) to determine whether the applicant, spouse or child is eligible for TAP:

- If the Express TAP Application indicates eligibility, the applicant must check Part V(A) of the On-Campus Tuition Remission Application. If the Express TAP Application indicates eligibility, Pace reserves the right to reduce the On-Campus Tuition Remission award by the maximum TAP benefits allowed. Failure to comply with the procedures described herein will result in cancellation/revocation of the On-Campus Tuition Remission Application and benefits under Pace University's On-Campus Tuition Remission Program.
- If the Express TAP Application indicates that the applicant is NOT eligible for TAP, the applicant must check Part V (B) of the On-Campus Tuition Remission Application. The applicant should retain the Express TAP Application for his/her records in the event there are any questions.

https://www.pace.edu/human-resources/benefits-and-wellness/education/part-time-faculty/on-campus-tuition-remission

ON CAMPUS TUITION REMISSION – PT STAFF

On-Campus Tuition Remission is a benefit provided to part time staff, their spouse/domestic partner and dependent children to attend classes for credit at Pace University.

Any scholarship or other University-provided tuition assistance may be impacted by On Campus Tuition Remission. Please contact the Financial Aid office for further information.

Tuition remission and tuition rate is based on the program in which you are enrolled (i.e. if a student is enrolled in a graduate program, undergraduate courses will be charged and taxed at the graduate level or if a student is enrolled in a doctoral program, graduate and/or undergraduate courses will be charged and taxed at the doctoral level).

Graduate courses are subject to tax withholdings governed by the IRS. See Taxable Tuition for more information.

The University does not provide tax advice. We recommend that you consult with a tax advisor for more information on the tax implications of this benefit.

BENEFITS

On-Campus Tuition Remission covers only the tuition and the General Institution Fee (GIF). All other charges including lab fees, late charges or activities fees are not included and are the responsibility of the student. Tuition Remission benefits available under the On-Campus Tuition Remission Program do not cover special arrangements such as tutorials, independent study, or courses conducted off-campus which are accepted for credit at Pace.

Non-credit or certificate courses/programs are covered for the employee only and when directly related to your job. Please contact the University Benefits office for requirements and application procedures.

ELIGIBILITY

PRT TIME STAFF

Part time staff are eligible to receive 50% tuition remission after one year of part-time continuous employment and working a minimum of 15 hours per week. This remission is for all programs except the Executive Business Programs, the Psy.D Psychology Program, School of Law and all doctoral programs.

After 15 years of employment, on-campus tuition remission is increased to 100% or 50 % for special programs as described above.

SPOUSE/DOMESTIC PARTNER

Eligible to receive 50% tuition after 5 years of employment in all programs except for Special Programs* (such as Executive Business Programs (EMBA), the Psy.D. Psychology Program, and the Law School, and all doctoral programs, etc). Those Programs receive 25% tuition benefit. After 15 years of employment, this on-campus tuition remission is increased to 100% (50% for Special Programs).

CHILDREN

Eligible to receive 50% tuition after 5 years of employment in all programs for the duration of the part time staff member's employment and having met the aforementioned criteria. Dependent children receive 50% tuition up to age 24. After age 24 they receive 25% tuition benefit except for Special Programs* (such as Executive Business Program (EMBA), the Ph.D. Psychology Program and the Law School, and all doctoral programs, etc). Those Programs receive 12.5% tuition benefit. All tuition remission benefits end at the end of the semester in which the child turns 30.

After 15 years of employment, this on-campus tuition remission benefit is increased to 100% up to age 24, (50% for Special Programs*). After age 24, they receive 50% tuition benefit (25% for special programs). See benefit grid below for further information. All tuition remission benefits end at the end of the semester in which the child turns 30.

#	Employee or Dependency status	Under-Graduate	Graduate	Special Programs*
4	Part time staff who work 15 hours/week for 40 weeks/year; after year of employment	50%	50%	25%
5	Spouse/partner and Children (to age 24) of part time staff, after 5 years of employment	50%	50%	25%
6	Children of part time staff *** (age 24 or older), after 5 years employment	25%	25%	12.50%
7	Spouse/partner and Children (to age 24) of part time staff , after 15 years of employment	100%	100%	50%

#	Employee or Dependency status	Under-Graduate	Graduate	Special Programs*
8	Children of part time staff (age 24 or older), after 15 years employment	50%	50%	25%

* For Example: Executive MBA; EMBA; ALL Doctoral Programs and the Law School, etc. Contact OSA for a complete list of Special Programs.

** To the end of semester following 24th birthday; Age 24, or older for undergraduate degree only, if matriculation commenced prior to age 24. All remission benefits cease at the end of the semester following 30th birthday.

*** Breaks in service greater than 12 months will result in re-establishment of years of employment.

PROCEDURES

A Tuition Remission Form must be completed each semester and when classes are added or dropped. The completed application must be submitted to Human Resources for approval by the date(s) indicated below.

- Fall semester: August 15
- Spring semester: December 15
- Summer I: May 15
- Summer II: June 15

If any deadline date falls on a day the University is not open, the deadline is extended to the first business day following the 15th.

The Office of Student Assistance (OSA) will send an invoice to the student for all charges. This invoice and the approved On-Campus Tuition Remission Application must be submitted (by the employee) to the Office of Student Assistance (OSA), which will credit the student's account for the amount of the Tuition Remission.

Employees must be in active status to receive this benefit. Should a change of employment class occur or if the employee separates from the University, they would be responsible for a prorated portion of the tuition cost as determined by the University.

TAP ELIGIBILITY

The applicant must complete the Express TAP Application (ETA) to determine whether the applicant, spouse or child is eligible for TAP:

- If the Express TAP Application indicates eligibility, the applicant must check Part V(A) of the On-Campus Tuition Remission Application. If the Express TAP Application indicates eligibility, Pace reserves the right to reduce the On-Campus

Tuition Remission award by the maximum TAP benefits allowed. Failure to comply with the procedures described herein will result in cancellation/revocation of the On-Campus Tuition Remission Application and benefits under Pace University's On-Campus Tuition Remission Program.

- If the Express TAP Application indicates that the applicant is NOT eligible for TAP, the applicant must check Part V (B) of the On-Campus Tuition Remission Application. The applicant should retain the Express TAP Application for his/her records in the event there are any questions.

https://www.pace.edu/human-resources/benefits-and-wellness/education/part-time-staff/on-campus-tuition-remission

Addendum E
Tuition Remission Benefits (Full time Faculty)

ON CAMPUS TUITION REMISSION – FT FACULTY

On-Campus Tuition Remission is given to those who are attending classes for credit at Pace University. On-Campus Tuition Remission covers only the tuition. All other charges including lab fees, late charges or activities fees are not included. Attendance in classes will not be allowed during scheduled work hours including during one's lunch period. A full-time employee is eligible for on-campus tuition remission benefits beginning the semester following his/her full-time date of hire.

Full-time employees are eligible to receive 100% tuition for the duration of the employee's full-time employment in all programs except Special Programs* (such as Executive Business Program (EMBA), the Ph.D. Psychology Program, and the Law School, and all doctoral programs, etc.) or Non-Credit or Certificate Courses/Programs** which are covered for employees only and when directly job related. Contact Human Resources for requirements and application procedures for Non-Credit or Certificate Courses/Programs.

Any scholarship or other University-provided tuition assistance may be impacted by On Campus Tuition Remission. Please contact the Financial Aid office for further information.

Tuition remission and tuition rate is based on the program in which you are enrolled (i.e. if a student is enrolled in a graduate program, undergraduate courses will be charged and taxed at the graduate level or if a student is enrolled in a doctoral program, graduate and/or undergraduate courses will be charged and taxed at the doctoral level).

Graduate courses are subject to tax withholding governed by the IRS. See Taxable Tuition for more information.

The University does not provide tax advice. We recommend that you consult with a tax advisor for more information on the tax implications of this benefit.

BENEFITS

SPOUSE/PARTNER

Is eligible to receive 100% tuition for the duration of the employee's employment in all programs except Special Programs* (such as Executive Business Program (EMBA), the Ph.D. Psychology Program, and the Law School, and all doctoral programs, etc). Non-Credit or Certificate Courses/Programs are not covered.

CHILDREN

Is eligible to receive 100% tuition for the duration of the employee's employment in all programs except Special Programs* (such as Executive Business Program (EMBA), the Ph.D. Psychology Program, and the Law School, and all doctoral programs, etc). Masters programs considered to be Special Programs receive a tuition benefit, not to

exceed the greater of the total tuition to complete a Master's degree in Lubin or CSIS or 50% of the Special Program tuition. Dependent children receive 100% tuition up to age 24. After age 24 they receive 50% tuition benefit except for the Special Programs* (such as Executive Business Program (EMBA), the Ph.D. Psychology Program and the Law School, and all doctoral programs, etc). Those Programs receive 25% tuition benefit. All tuition remission benefits end at the end of the semester in which the child turns 30. Non-Credit or Certificate Courses/Programs are not covered.

ELIGIBILITY

Tuition Remission benefits available under the On-Campus Tuition Remission Program do not cover special arrangements such as tutorials, independent study, or courses conducted off-campus which are accepted for credit at Pace. Special course fees and all late fees are also not covered, and are the responsibility of the student. However, the General Institution Fee (GIF) is covered by the Tuition Remission Program.

**Non-Credit or Certificate Courses/Programs covered for employee only and when directly job related. Contact Human Resources for requirements and application procedures

1. Employee or Dependency status: FT Faculty, Staff, and Spouse/partner and Children (to age 24)*** of FT Faculty or Staff
   Under-Graduate: 100%
   Graduate: 100%
   Special Programs*: 50%

2. Employee or Dependency status: Children of FT Faculty or Staff, age 24 or older
   Under-Graduate: 50%
   Graduate: 50%
   Special Programs*: 25%

* For Example: Executive MBA; EMBA; Masters in Finance for Professionals, ALL Doctoral Programs and the Law School. Contact Student Accounts for a complete list of Special Programs.

**Non-Credit or Certificate Courses/Programs may have additional expenses that are not covered by tuition remission. Please contact the School of Professional and Continuing Education for more information. In addition, enrollment may be limited or denied due to capacity or other factors as determined by the School of Professional and Continuing Education.

***To the end of semester following 24th birthday; Age 24, or older for undergraduate degree only, if matriculation commenced prior to age 24. All remission benefits cease at the end of the semester following 30th birthday.

****Breaks in service greater than 12 months will result in re-establishment of years of employment.

PROCEDURES

Please note: Due to a recent update, you must be on campus (connected to the pace network) or utilizing VPN in order to access the Tuition Remission System to submit on-campus or off-campus tuition remission application forms.

A staff member must obtain approval from his/her supervisor to confirm that there is no conflict with the work schedule (Part IV on the application). In general, a staff employee's work schedule may not be altered to accommodate his/her student schedule.

Any adding/dropping of classes requires completion of a new On-Campus Tuition Remission Application form.

Completed application forms must be submitted to the University Benefits office for approval by the date(s) indicated below. Failure to comply with the timelines may delay posting of the benefit and may result in a late fee assessment, which is the responsibility of the student.

Due to possible tax implications, graduate-level forms proceed to the Payroll office prior to arriving at the University Benefits office.

- Fall Semester: August 1
- Winter Intersession: December 1
- Spring Semester: January 1
- May Intersession: April 1
- Summer I Semester: May 1
- Summer II Semester: May 1
- August Intersession: May 1

Student Accounts generally sends an invoice to the student for all charges. Student Accounts will credit the student's account for the amount of the on-campus tuition remission benefit upon receipt of the completed On-Campus Tuition Remission Application form.

On-Campus Tuition Remission forms that are received during a semester (for that semester) or after a semester has concluded will not be considered.

TAP ELIGIBILITY

The applicant must complete the Express TAP Application (ETA) to determine whether the applicant, spouse or child is eligible for TAP:

- If the Express TAP Application indicates eligibility, the applicant must check Part V(A) of the On-Campus Tuition Remission Application. If the Express TAP

Application indicates eligibility, Pace reserves the right to reduce the On-Campus Tuition Remission award by the maximum TAP benefits allowed. Failure to comply with the procedures described herein will result in cancellation/revocation of the On-Campus Tuition Remission Application and benefits under Pace University's On-Campus Tuition Remission Program.

- If the Express TAP Application indicates that the applicant is NOT eligible for TAP, the applicant must check Part V (B) of the On-Campus Tuition Remission Application. The applicant should retain the Express TAP Application for his/her records in the event there are any questions.

https://www.pace.edu/human-resources/benefits-and-wellness/education/full-time/on-campus-tuition-remission