

**Settlement Agreement  
For a Successor  
To the  
2012-2015 Collective Bargaining Agreement  
Between  
SUNY Broome  
And the  
Broome Community College Faculty Association**

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All terms and conditions of the 2012-2015 Collective Bargaining Agreement shall remain in effect and unchanged unless specifically referenced herein. **Bold text indicates new language** ~~striketrough~~ indicates language to be removed. Appendix A contains Memoranda of Agreement (MOA) to be incorporated into the final Agreement. The Faculty Association (FA) proposes the following package as a proposed settlement:

**Article 8 – SCOPE OF AGREEMENT**

Article 8 is amended for both “Part-time” and “Full-time” adjuncts as follows:

*Article 13* Sick Leave, ~~paragraphs 1-12~~ *paragraphs 1, 7, 10, and 11*

**Article 13 – SICK LEAVE**

Section 1 is amended by adding the following:

**For Adjunct faculty, sick leave credits shall be granted in the amount of two (2) per semester. Unused sick leave for Adjunct Faculty shall roll over from year to year and shall not be diminished by breaks in service and retained for use while under hire by the College.**

Section 11 is deleted and replaced with the following:

11. ~~Four (4) days of each employee's annual sick days may be taken as personal leave days. These days may be used in one half (1/2) day increments. Personal days may not be carried over into the following college fiscal year.~~ **Each employee shall receive two (2) Personal days per year.**

Section 12 is deleted:

12. ~~A part-time adjunct employee who is absent from his/her scheduled class meeting or work assignment must reschedule that class work or work assignment before the end of~~

~~the semester. The Chair/Director must be notified of absences and approve the scheduled make-up.~~

### **Article 16 – VACATION LEAVE**

Article 16, Section 2, paragraph A is amended to read as follows:

- A. Listed Holidays - The days prescribed by the County Personnel Office for the observance of New Year's Day, Dr. Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, **the day before Thanksgiving Day**, Thanksgiving Day, the Day after Thanksgiving and Christmas Day shall be observed as holidays. Lincoln's Birthday, Washington's Birthday, Columbus Day, Election Day and Veteran's Day shall be observed as holidays, except where there is a conflict with the academic year.

### **Article 19 -WORK YEAR**

Article 19 is amended to read as follows:

The College work year, as applied to full-time instructional staff, counselors, librarians (other than staff librarians), some technical assistants and directors (excluding 12 month employees) shall begin 5 working days prior to the scheduled beginning of classes in the Fall *Semester* **and end on the last day of Fall semester. The work year shall begin 4 working days prior to the scheduled first day of classes in the Spring** and shall end 2 days after graduation in the Spring Semester.

It is the intent of the above language to leave all employees' positions regarding the work year in a status quo position to that as existed in the prior contract.

**In consultation, and with approval of their Supervisor, employees may implement alternate work schedules (i.e. four day weeks, remote worksite). Alternate work schedules shall be reviewed annually and implemented only upon mutual agreement of the employee and Supervisor.**

### **Article 23 – HEALTH INSURANCE**

**Continuously employed part-time adjuncts shall be eligible to participate in the College sponsored health insurance plan. Eligible part time adjuncts shall be responsible for the entire premium amount. Continuously employed instructional adjuncts are defined as those who have taught at least eight fall and spring semesters without break. A break in service of more than two consecutive fall / spring semesters restarts the clock on measuring continuous employment. Adjunct faculty members who have already met these criteria**

**before the start of the fall 2016 semester shall be defined as continuously employed instructional adjuncts at the fall 2016 semester start.**

The Waiver of Benefit payment shall be increased from \$1,025 per year to **\$1,500** per year.

Article 23 is amended by adding a new paragraph 9 to read as follows:

- 9. Survivorship Benefit – Upon the death of the retired unit member, the spouse or domestic partner shall continue to be covered by the college sponsored health plan for one year. This coverage shall include the employer premium contribution in place prior to the death of the unit member. Thereafter, the spouse or domestic partner shall be eligible to continue the health plan but shall be responsible for 100% of the cost.**

### **Article 28 – COMPENSATION**

**2015-16 No less than 4%**

**2016-17 No less than 3.75%**

**2017-18 No less than 3.5%**

**See addendum for revised minimum salary grids.**

**\*Employees holding a Doctorate shall receive an additional \$2,000 on their base salary.**

**Effective September 1, 2016 returning full-time regular unit members on the payroll as of July 1, 2016 will receive a one-time adjustment to their base salary if it does not exceed the minimum for their grade by the amount of the product of their total years of service times \$50. The adjustment to their base salary will be the amount needed to increase it to the minimum of their grade plus the product of their total years of service times \$50.**

**The responsibility adjustment for duties of those listed in Appendix dual enrollment course compensation, overload instruction (Article 38), and the distance learning stipend (Article 50) will be increased by 4% on September 1, 2015, by 3.75% on September 1, 2016 and by 3.50% on September 1, 2017.**

**Section 6: Adjunct faculty shall receive a 5% increase in compensation each year of the Agreement.**

Article 28 is amended by deleting Section 10, paragraph E. (dual enrollment section replaced with new Article).

A new section 14 is added to read as follows:

14. **Upon retirement employees shall be reimbursed for up to fifty (50) unused sick days. Unused sick days shall be compensated at the employee's per diem rate calculated as 1/200<sup>th</sup> of their total salary.**

### **Article 38 – LOAD**

Article 38 is renamed **Article 38 – Load, Class Size Minimum and Maximum**

Article 38, Section D, paragraph 3 is deleted and replaced with the following:

3. **Payments for overload courses will be made in the regular paychecks during the semester that the course is taught.**
- ~~3. — Fall overload payments shall be made in the following manner:  
If, due to the employee's spring load schedule, the employee's load for the academic year is known to be greater than the above load parameters, the payment for the fall overload work shall be paid during January of the spring semester. — Such payment will be made part of a regular payroll check, with an appropriate allowance for withholding tax.~~

Section G is amended to read as follows:

- G. Independent Study — Instructors will be compensated for teaching Independent Study Contracts at the rate of \$200 per credit hour, per student.

**An Independent Study is a one-to-one teaching/learning experience involving one student and a faculty member. There are two types of Independent Study:**

1. **Guided Study – provides a single student the opportunity to take a course in the established College curriculum independently but under the guidance of a single faculty member. A guided study is not intended to supplant an established course.**
2. **Advanced Study – provides a very able and highly motivated student the opportunity to explore a topic of study in greater breadth and depth than would be possible in an established College course or in a course not offered at the College.**

A new section **H** is added to read as follows:

- H. Under-Enrolled Classes - When a class is run with fewer than five students but more than one student, instructors will be compensated at the rate of \$150 per credit hour, per student.**

A new section **I** is added to read as follows:

- I. **Minimum and maximum number of students per class shall be determined by each Department in a manner determined by the faculty. Each Department shall be charged with developing a method for determining class size minimums and maximums. Said procedure shall be determined and approved by a majority of the faculty in the Department and may be reviewed on a biennial basis in the same manner. Changes to the procedure for determining student class size minimums and maximums may be amended by majority approval of the departmental faculty. This section shall apply for all classes including on-line based course offerings. Class sizes pursuant to this section are subject to the approval of the appropriate Dean and VPAA.**

#### **Article 41 – USE OF FACILITIES**

Article 41 is renamed as follows:

#### **ARTICLE 41 – FACULTY ASSOCIATION**

#### **Article 46 – WAIVER OF TUITION**

Article 46, Section A, Paragraph 4 is amended to read as follows:

4. **The waiver covers tuition ~~only and does not apply to fees~~ and fees for credit bearing courses taken by employees only. The waiver does not apply to fees for courses taken by dependents or to courses offered through Continuing Education.**

#### **Article 47 – EARLY RETIREMENT**

Article 47, Section A is amended to read as follows:

- A. In consideration of a one-time irrevocable written notice to retire early, an eligible member will receive a final salary adjustment equal to a percent of the base salary of the said faculty member for the last academic year of employment, as indicated on the following table. In no event may the amount of final salary adjustment for an individual exceed a maximum of \$45,000.

Number of years of  
continuous full-time service at

Age ~~During~~ **Beginning at**  
Academic Year of

#### **Article 48 – RETRENCHMENT**

Section A, paragraph 1 is amended to read as follows:

- A. Identification

1. Employees will be laid-off in the following order in the department area

affected: 10 month

12 month

- |  |                           |
|--|---------------------------|
| a. <b>High School Fast Forward Instructors</b> | a. temporary budget lines |
| b. Part-time adjunct                           | b. regular budget lines   |
| b. Full-time adjunct                           |                           |
| c. Initial                                     |                           |
| d. Term  |                           |
| e. Continuing                                  |                           |

**Article 49 – PROFESSIONAL DEVELOPMENT RECOGNITION INCREMENT FOR INSTRUCTIONAL/TECHNICAL STAFF**

The “increment adjustment” is amended to read as follows:

Increment Adjustment: **Effective September 1, 2015**, ~~Effective September 1, 2012~~, the increment adjustment shall be ~~\$2,500~~ **\$5,000**.

**New Article – DISTANCE LEARNING**

**Faculty members will undertake Internet-based courses on a voluntary basis only. No faculty member shall be required to teach an Internet-based course to meet load requirements.**

**Stipend:**

- A. The College will pay a single stipend to support faculty development for Internet- based instruction. The stipend will be paid as follows: \$2,675 for 2015-16; \$2,750 for 2016-17; and \$2,825 for 2017-18. This stipend shall be paid for the initial internet course development per faculty member. The stipend shall be paid during the first semester an Internet-based course developed by the faculty member is offered on-line.**
  
- B. Faculty members agreeing to develop initial internet courses or additional internet courses for departments will receive a stipend of \$3,000 per course for the duration of this contract and requires approval of the Dean/AVP. For these courses, rights to the materials remain with the departments and will be assigned by the department chairpersons consistent with contractual load assignment procedures.**

- C. **All instructors of Internet-based courses shall have use of computers equipped to support their course along with technical support from the College. Course development shall also include converting an existing distance education course format to a new computer platform. Faculty members will be given an additional stipend of \$500 for the retraining and adaptation of each different course.**

**Enrollment - Faculty members having prior experience teaching Internet-based courses may allow students to enroll as part of an existing on-campus course section but take the course in Internet-based mode. Faculty members must agree in advance to participate in this type of instruction. The intent is to increase student access to college coursework.**

**Faculty Load – All Internet-based courses may be considered day load or overload and assignment will be consistent with Article 38 of this Agreement.**

**Evaluation - Evaluation of internet-based courses shall follow the same procedure and evaluation standards as per the existing collective bargaining agreement. Academic and individual freedom will apply with all modes of course delivery.**

**Training Requirements – The faculty member agreeing to teach an Internet-based course must satisfy College-mandated training requirements prior to teaching an Internet-based course. All associated costs for training mandated by the College will be paid by the College.**

**Property Rights:**

- A. **Faculty members having developed or developing Broome Community College Internet-based courses shall hold intellectual property rights for course materials and content. Broome Community College shall have the right to invoke nonexclusive, royalty-free use of the materials for a period of one (1) academic semester. The originating instructor has the right of first refusal to teach all sections of the internet-based courses that s/he has developed.**
- B. **Faculty members receiving the \$3000 stipend for developing initial or additional internet-based courses do not retain property rights for the course materials and content. For these courses, rights to the materials remain with the departments and will be assigned by the department chairpersons consistent with contractual load assignment procedures.**
- C. **Any external licensing or commercial use of the materials developed with BCC assistance or support must be mutually agreed upon by the faculty member and the College within the two year period from the date the course is initially offered on-line. No individual, program, or department shall agree in a contract with any private or public entity to deliver distance education courses or**

**programs, developed with BCC support, without prior approval from the BCC President.**

**New Article – ADJUNCT FACULTY**

**Adjunct faculty shall be provided with permanent parking tags (per semester) as well as adequate office space to conduct their professional duties and responsibilities.**

**When teaching as adjunct faculty, retired SUNY Broome faculty shall be compensated as Level II Adjuncts.**