

**Tentative Agreement
For a Successor
To the
2012-2015 Collective Bargaining Agreement
Between
SUNY Broome
And the
SUNY Broome Faculty Association
June 1, 2016**

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 of this document contains Memoranda of Agreement (MOA) to be incorporated into the final Agreement. The Faculty Association (FA) proposes the following package as a settlement:

Article 8 – SCOPE OF AGREEMENT

Article 8 is amended for “Part-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 Part-time Adjunct faculty, sick leave credits shall be granted in the amount of two (2) per semester (Fall and Spring). Unused sick leave for Part-time 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 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 5 working days prior to the scheduled first day of classes in the Spring (holidays listed pursuant to Article 16 shall count as work days).** The work year ~~and~~ shall end 2 days after graduation in the Spring Semester.

Article 23 – HEALTH INSURANCE

Article 23, Section 2 is amended by adding the following:

Effective September 1, 2016, employees shall pay an additional health insurance contribution as follows:

Individual Plan	\$40.00
Family Plan	\$100.00

This amount shall be in addition to the regular employee contribution and shall be deducted from employee paychecks in the same manner. This additional employee contribution shall expire August 31, 2017.

Effective September 1, 2017, employees shall pay an additional health insurance contribution as follows:

Individual Plan	\$40.00
Family Plan	\$100.00

This amount shall be in addition to the regular employee contribution and shall be deducted from employee paychecks in the same manner.

Article 23 is amended by adding a new section 4 to read as follows:

- 4. Effective January 1, 2017, 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 January 1, 2017 shall be defined as continuously employed instructional adjuncts.**

Article 23 is amended by adding a new section 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 23 is amended by adding a new section 10 to read as follows:

- 10. A Labor/Management Committee shall be established to participate in a College taskforce whose purpose is to develop a proposal to reduce health insurance costs through health and wellness initiatives, to be shared with Broome County.**

Article 28 – COMPENSATION

Minimum salaries shall be set according to the attached schedule. In the event that placement on the minimum salary schedule results in an annual increase in salary in excess of the following terms, the following terms shall apply.

Effective September 1, 2015, unit members on the payroll shall receive an increase in salary of 3%.

Effective September 1, 2016, unit members on the payroll shall receive an increase in salary of 2.5% plus \$600 added to their base salary.

Effective September 1, 2017 unit members on the payroll shall receive an increase in salary of 3% plus added to their base salary.

***All other wage and compensation items in the Agreement shall be increased 3% effective September 1, 2015, 3.0% September 1, 2016 and 3.0% effective September 1, 2018.**

Section 6: Effective September 1, 2015, all part-time Adjunct faculty shall receive a 5% increase in salary. Effective September 1, 2016, all part-time Adjunct faculty shall receive a 3% increase in salary. Effective September 1, 2017, all part-time Adjunct faculty shall receive a 3% increase in salary.

Section 10, paragraph E. (dual enrollment section replaced with new Article).

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.**
- 3. Under-Enrolled Classes - When a class, including independent study, is run with fewer than six students but more than one student, instructors will be compensated at the rate of \$125 per contact hour, per student.**

A new section I is added to read as follows:

- I. Minimum and maximum number of students for each course offering shall be determined by the faculty of each Department. Class sizes are subject to the approval of the appropriate Dean and VPAA. The decision of the Dean and VPAA is not subject to the grievance procedure.**

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 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~~ **\$4,000.**

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. This article applies to fully online courses only.

Compensation:

- A. Faculty owned online courses: The College will pay a one-time 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. Development of these courses requires approval of the Dean/AVP in advance.**
 - 1. Property rights for faculty owned online courses: Faculty members having developed, or developing the SUNY Broome Community College Internet-based courses shall hold intellectual property rights for course materials and content. The SUNY Broome Community College shall have the right to invoke nonexclusive, royalty-free use of the materials for a period of two years. The college shall have the right to use the material for one academic semester in the event that the instructor is no longer available to teach the course in order to provide another instructor time to develop the course material. The originating instructor has the right of first refusal to teach all sections of the internet-based courses that s/he has developed.**

- B. College owned online courses: Faculty members agreeing to develop initial internet courses or additional internet courses for departments will receive a stipend of: \$2,675 for 2015-16; \$2,750 for 2016-17; and \$2,825 for 2017-18 per course. Development of these courses requires approval of the Dean/AVP in advance. For these courses, rights to the materials remain with the College and will be assigned by the department chairpersons consistent with contractual load assignment procedures.**
 - 1. Property rights for college owned online courses: Faculty members receiving the 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 College 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 SUNY Broome 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 SUNY Broome support, without prior approval from the SUNY Broome President.**

- D. 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 a stipend of \$100 for the retraining and adaptation of each different course for new computer platforms implemented subsequent to 9/1/2016.**

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. Class size minimums need to be approved by the Associate Vice President/Dean of the appropriate division.

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.

Authorization:

A mutually agreeable Internet-Based Course Approval Form shall be developed through the Labor Management Committee. Completed forms will be signed by the participating faculty member, the appropriate Department Chair and Dean.

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.

Dr. Kevin E. Drumm, President

David J. Michalak, President

Date: _____

Date: _____