

**Faculty Contract Proposals
By the College Administration**

**April 8, 2015
(Not for Public Distribution)**

Article 4 – Definitions

1. "College" – SUNY Broome Community College.
2. "College Board" - The Board of Trustees of SUNY Broome Community College.
6. "Employer" – SUNY Broome Community College and the County of Broome collectively.
8. "Association" - Faculty Association of SUNY Broome Community College.

Article 15 – Sabbatical Leave

5. APPLICATIONS. Applications for sabbatical leaves shall be submitted to the President of the College as far in advance as possible of the requested effective date of the leave but in no event later than six months in advance unless such requirement is waived by the President. Each application shall include a statement outlining the program of study to be followed while on leave, stating that the applicant intends to continue as a member of the academic staff for a period of at least two years following the expiration of his/her said sabbatical leave, and further stating that upon his/her return the applicant shall submit to the President a report of his/her accomplishment while on sabbatical leave. Applications shall be reviewed by the appropriate Chair, Dean and VP and forwarded to the President along with their written comments.

Article 23 – Health Insurance

1. For the period September 1, 2015, through August 31, 2020, the Employer agrees to pay for health insurance protection that is equal to or better than that presently provided. There shall be no pre-admission certification for this plan.
2. Effective September 1, 2015, for all full-time regular and full-time adjunct employees hired on or before August 31, 2015, the Employer will pay 84% of the full premium and 84% of the full premium for coverage of their dependents.

Effective January 1, 2016, for all full-time regular and full-time adjunct employees hired on or before August 31, 2015, Employer will pay 83% of the full premium and 83% of the full premium for coverage of their dependents.

Effective January 1, 2017, for all full-time regular and full-time adjunct employees hired on or before August 31, 2015, the Employer will pay 82% of the cost of the full premium coverage, and 82% of the full premium for coverage of their dependents.

Effective January 1, 2018, for all full-time regular and full-time adjunct employees hired on or before August 31, 2015, the Employer will pay 81% of the cost of the full premium coverage, and 81% of the full premium for coverage of their dependents.

Effective January 1, 2019, for all full-time regular and full-time adjunct employees hired on or before August 31, 2015, the Employer will pay 80% of the cost of the full premium coverage, and 80% of the full premium for coverage of their dependents.

Effective January 1, 2020, for all full-time regular and full-time adjunct employees hired on or before August 31, 2015, the Employer will pay 80% of the cost of the full premium coverage, and 80% of the full premium for the coverage of their dependents.

2a. Health Insurance eligible employees hired on or after September 1, 2015, or employees who become eligible for health insurance on or after this date, shall pay twenty percent (20%) of the premium cost for employee and dependent coverage for the life of the contract.

Waiver of Benefit

There will be a health insurance opt-out opportunity for employees who wish to waive or withdraw from participation in the health insurance plan because they have other health insurance coverage. In January of 2016, and thereafter in January of each calendar year, a flat payment the sum of \$1,025 will be paid to each employee who chooses for each calendar year that the employee is does distributed to employees who choose this opt-out and are eligible for coverage but do not elect to participate in the health plan evenly over twenty-four (24) pay periods.

Effective September 1, 2015, prescription card co-pays per prescription shall be as follows:

PRESCRIPTION CO-PAYS

Prescription limit: 30 day supply except for mail order

<u>Generic drug prescription</u>	<u>\$ 5-7.50</u>
<u>Generic drug prescription not available</u>	<u>\$ 5-7.50</u>
<u>Preferred brand name drug (Formulary)</u>	<u>\$ 20</u>
<u>Non-preferred brand name (Non-Formulary)</u>	<u>\$ 35</u>
<u>Mail-order maintenance</u>	<u>\$ 0</u>

Mail order prescriptions – 90 day supplies

<u>Generic prescription</u>	<u>\$15</u>
<u>Preferred brand name (Formulary)</u>	<u>\$40</u>
<u>Non-preferred brand name (Non-Formulary)</u>	<u>\$70</u>

5. 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.
6. For employees hired March 1, 1979, or before, retiree health insurance eligibility shall be effective after 5 years of service. For employees hired after March 4-2, 1979, through August 31, 2015, retiree health insurance eligibility shall be effective after 10 years of service. In either case, the employee must be retirement eligible. For eligible employees

who retire after September 1, 1986, the County shall provide medical health insurance coverage. The rate and benefit levels shall be the same as in effect as for active employees, and will change if the plan for active employees changes.

- 6 a. Employees hired on or after 9/1/15 would require a cumulative of twenty (20) years of full-time equivalent employment or service and must have been enrolled in the College health insurance plan for a cumulative minimum of ten (10) years with two (2) of those years of enrollment immediately preceding their retirement.

Article 31 – Duration of Agreement

This Agreement shall be effective as of September 1, 2015 and shall continue in effect until August 31, 2020.

Article 32 – Reopening Negotiations

1. Initiation of new contract negotiations or the desire to modify this Agreement shall commence during the time period between January 1st but prior to January 31st by submission of written notice by either party. In such cases, negotiations shall commence within ~~fifteen (15)~~ thirty (30) days from such date of written notification.

Article 36 - Promotions

B. Committee Procedures

1. Department Promotion and Appointment Committee – Reference Article 4, #14

The Promotion and Appointment Committee will review all relevant documentation submitted by candidates and forward all documentation, together with their recommendations, to the Chair/Director, who will, in turn, recommend to the AVP/Dean/EVP&CAO/VP. The EVP/CAO has the right to recommend or not recommend the candidate to the CPE. When there is a disagreement among the three entities, they must meet and attempt to reach agreement. Whether or not agreement is reached, the candidate's packet and the final recommendation(s) of each will then be submitted to the CPE by the AVP/Dean/EVP&CAO/Vice-President.

Article 38 – Load

D. Overload

Day: A Day Overload occurs when a full-time permanent faculty member's teaching load exceeds 31 semester credit hours per year or 35 contact hours per year. Payment for the overload will be in accordance with the schedule included in item D.2 here below. For faculty members teaching both lecture and lab, load shall be first satisfied with lecture contact hours. Any subsequent lecture or lab contact hours in excess of the contractual maximum shall be paid as overload. Day overload shall be allowed only in cases of

extreme emergencies and where the Dean and/or Vice President in conjunction with the Chair, deem it necessary.

Overload assignment shall require the approval of the President except for the winter semester.

Article 40 – Evaluation

A. Objectives

1. To encourage individuals to seek and use opportunities for personal growth, service to the College and students, and professional development.

B. Frequency

2. Those on continuing appointment shall be evaluated as designated below. Reference the titles and grade levels listed in Exhibit A of this contract.

F-3 At least once a year.

F-1, F-2, F-4, F-5, F-7 At least once every two years.

F-6 At least once every three years.

F-8 At least once every four years.

The frequency norms do not preclude the appropriate Dean or Vice President from ordering more frequent evaluations, if he or she deems such evaluation necessary. The original completed evaluation shall be archived in the Human Resources Department and a copy of the completed evaluation shall be provided to the Divisional Dean.

Article 50 - 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. Faculty members hired on or after September 1, 2015 may be called upon to develop and teach Internet-based courses.

Faculty Load – All Internet-based courses will be considered day load. Overload for Internet-based courses is calculated in accordance with the criteria in Article 38 – Load. ~~beyond thirty-one (30) credit hours or thirty-four (34) contact hours, as applicable.~~

Article 51 – Benefit Fund

Paragraph 1

The College shall annually contribute the cost of the current benefit to the Benefit Fund to be used exclusively for an employee benefit. This contribution shall be capped at the 2013-2014 expenditure which was in the amount of \$92,795. The fund shall be administered by two trustees, one trustee to be named by the College President and one by the Faculty Administration. Any monies or checks expended from the Benefit Fund shall bear the signature of both trustees.