

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

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** ~~strikethrough~~ 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 changes to the Agreement:

Article 4 – DEFINITIONS

A new section 17 is added to read as follows:

- 17. Department Chairperson – A regular employee selected by the process described in Article 35, D. 3. The Chairperson is a non-administration peer, first among equals, responsible for performing all duties as articulated in the Collective Bargaining Agreement. The responsibility adjustment for Chairpersons is provided for in Appendix A.**

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 7-11

~~Article 23 Health Insurance~~

~~Article 45 Discipline~~

Article 13 – SICK LEAVE

Section 1 is amended by adding the following:

For Adjunct faculty, sick leave credits shall be accrued on a monthly prorated basis. For the purpose of this Article a full-time load shall be considered 12 credit hours. For example, an Adjunct faculty member teaching 9 credits would earn 0.75 paid sick leave credits for each month worked with that load. Accrued 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 four (4) Personal days per year.**

Article 16 – VACATION LEAVE

Article 16, Section 1, paragraph A is amended to read as follows:

- A. Eligible employees who work a 12 month schedule shall be credited with ~~one and three quarters (1-3/4)~~ **two (2)** vacation days per month or a total of ~~twenty one (21)~~ **twenty-four (24)** per year. Vacations shall be at the discretion of the Chair/Director/Supervisor but every reasonable effort will be made to comply with the employee's desire.

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

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

- 4. Employer contribution for Part-time adjuncts shall be prorated based on the employees assigned work load compared to a full-time load. For the purpose of this Article a full time load shall be twelve (12) credit hours per semester.**

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

Article 23, Paragraph 5 is amended to read as follows:

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 1, 1979, 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 on the employee's last day of active employment and shall not be changed for the duration of their retirement.** ~~for active employees, and will change if the plan for active employees changes.~~

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

Sections 1, 2, 3, 4 and 5 are deleted and replaced with the following:

1. **Effective September 1, 2015 returning full-time regular unit members on the payroll as of July 1, 2015 will receive a general wage increase of either 4% or the amount needed to bring their base salary to the minimum of their rank as defined below, whichever is greater.**

Ranked		Professional	
10 Month		10 Month	
Grade	Minimum	Grade	Minimum
F-3	42,238	F-2	35,749
F-4	46,462	F-5	43,256
F-6	51,108		
F-8	58,713	12 Month	
		F-2A	42,899
	12 Month	F-3A	47,189
F-4A	55,754	F-5A	51,908
F-6A	61,330	F-7A	57,098

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

All other members of the bargaining unit will receive an increase of 4% on their hourly rates. All other wage and salary items will be increased by 4% except as otherwise

indicated. This increase will not affect new hires to the college hired after July 1 for academic year 2015-16.

Effective September 1, 2016 returning full-time regular unit members on the payroll as of July 1, 2016 will receive a general wage increase of either 4% or the amount needed to bring their base salary to the minimum of their rank as defined below, whichever is greater.

Ranked			Professional	
10 Month			10 Month	
Grade	Minimum		Grade	Minimum
F-3	43,928		F-2	37,179
F-4	48,320		F-5	44,987
F-6	53,152			
F-8	61,061		12 Month	
			F-2A	44,615
			F-3A	49,076
F-4A	57,985		F-5A	53,984
F-6A	63,783		F-7A	59,382

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

All other members of the bargaining unit will receive an increase of 4% on their hourly rates. All other wage and salary items will be increased by 4% except as otherwise indicated. This increase will not affect new hires to the college hired after July 1 for academic year 2016-17.

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.

2. Effective September 1, 2017 returning full-time regular unit members on the payroll as of July 1, 2017 will receive a general wage increase of either 4% or the amount needed to bring their base salary to the minimum of their rank as defined below, whichever is greater.

Ranked			Professional	
10 Month			10 Month	
Grade	Minimum		Grade	Minimum
F-3	45,685		F-2	38,666
F-4	50,253		F-5	46,786
F-6	55,278			
F-8	63,503		12 Month	
			F-2A	46,399
12 Month			F-3A	51,039
F-4A	60,304		F-5A	56,143
F-6A	66,334		F-7A	61,758

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

All other members of the bargaining unit will receive an increase of 4% on their hourly rates. All other wage and salary items will be increased by 4% except as otherwise indicated. This increase will not affect new hires to the college hired after July 1 for academic year 2017-18.

3. The responsibility adjustment for duties of those listed in Appendix A, 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 4% on September 1, 2016 and by 4% on September 1, 2017.

Section 6: Adjunct faculty shall receive a fair and equitable 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 all unused sick days. Unused sick days shall be compensated at the employee's per diem rate calculated as 1/200th 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.

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. High School Fast Forward Instructors | 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 **plus 5% of the employees base salary.**

New Article - FAST FORWARD/DUAL ENROLLMENT

The Chairs will be responsible for Dual Enrollment courses and will be paid per section as follows: **\$142.00** for 2012-13; **\$143.00** for 2013-14; and **\$146.00** for 2014-15. FTEs generated by Dual Enrollment courses will be credited to the department offering the courses in any global formula the Administration develops for distribution of released time hours. Chairs overseeing Dual Enrollment courses will be compensated within a reasonable period of time. Reasonable is defined in this case as no later than one paycheck after the end of the semester. The sections of Dual Enrollment courses offered will be determined collaboratively by the Vice President of Academic Affairs, the Division Dean, and the Department Chair. The intent is to avoid undue pressure on any party to offer these courses.

Department Chairperson or Department Fast Forward Coordinator Responsibility Requirements:

Responsibility	Frequency	Requirement
<u>Course Syllabi Reviews</u>	<u>As Needed Per Semester</u>	<u>As Submitted</u>
<u>Screening and Interviews for Prospective Instructors</u>		
<u>Orientation Workshops and Attendance and Participation in BCC sponsored Professional Development Workshops</u>	<u>As necessary to train new Instructors</u>	<u>Agendas and attendance records of orientation for FF teachers (with a focus on new teachers - syllabus review, curriculum content, grading scale, expectations, and timeline.</u>
<u>Review of assessment tools of Fast Forward instructors.</u>	<u>As necessary</u>	<u>Example of review to include an overall written summary of outcomes</u>
<u>Site Visit for the purpose of Instructor Evaluation</u>	<u>Adherence to requirements of the Faculty Association Contract for evaluation of adjunct faculty</u>	<u>Peer Evaluation and Dual Enrollment Compensation Form for each evaluation completed</u>

Evidence is required to be submitted to the Fast Forward Center twice per year (Dec, May).

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.

APPENDIX A