

**Proposals for a Successor Agreement  
To the  
2015-2018 Collective Bargaining Agreement  
Between  
SUNY Broome  
And the  
Broome Community College Faculty Association  
For March 26, 2018**

All terms and conditions of the 2015-2018 Collective Bargaining Agreement shall remain in effect and unchanged unless specifically referenced herein. **Bold text indicates new language** ~~strike through~~ 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 8 - SCOPE OF AGREEMENT**

Article \* is amended to read as follows:

It is further agreed that part-time adjunct employees are not covered by the following articles of the contract:

Article 3	Reciprocal Rights
Article 13	Sick Leave, Paragraphs <u>1, 7, 10, and 11</u>
Article 15	Sabbatical
Article 16	Vacations
Article 17	Leave of Absence without Pay
Article 18	Bereavement Leave
Article 20	Military Leave of Absence
Article 22	Life Insurance
Article 23	Health Insurance <b>Except where otherwise indicated.</b>
Article 29	Longevity Service Pay
Article 30	Miscellaneous Benefits
Article 35	Appointment of Academic Staff, except C4 and D1
Article 36	Promotion

Article 38	Load
Article 45	Discipline
<del>Article 46</del>	<del>Waiver of Tuition</del>
Article 49	Professional Development Recognition Increment
Article 51	Benefit Fund

### **ARTICLE 13 - SICK LEAVE**

Article 13, Section 1, paragraph 3 is amended to read as follows:

For Part-Time Adjunct faculty, sick leave credits shall be granted in the amount of ~~two (2)~~ **3 (three)** 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.

### **ARTICLE 21 – TRAVEL ON COLLEGE BUSINESS**

1. All accounts or statements must be submitted on a standard or approved form, and the claim certified by the employee, as required for all claims. When requesting authorization to travel, the request should state the date and time of the anticipated departure from and arrival at the College.
2. If a faculty member ~~chooses to~~ uses their personal vehicle to travel to an off-campus location from home on college business, mileage reimbursement will be paid at the maximum IRS rate. The mileage reimbursement shall be from the member's home to the alternate work location and back home again,
3. In order to receive reimbursement for mileage at the rates provided for herein, and for travel expenses incurred by attendance at conventions, meetings of associations and work related activities, such attendance must have been previously authorized by the Chair/Director/Supervisor. Such expenses must be listed on a SUNY BCC travel voucher, and accompanied by hotel bills, convention or meeting registration receipts, airline, bus or train receipts or seat checks, toll and parking receipts. Receipts for meals are not required. However, faculty members choosing to decline complimentary meals provided by hotels,

can submit receipts for reimbursement up to the current allowed rate for that meal, including a reasonable tip.

4. The mileage reimbursement herein provided will be allowed for one person only as the owner of the automobile, regardless of the number of employees traveling in the said automobile on the same trip, in pursuit of College business, or to such meetings as may have been previously authorized.
5. All College employees traveling on College business must have authorization to do so. Passengers in the car can not apply for mileage reimbursement. However, all passengers may have reimbursable compensation expenses. When claiming mileage for use of a personally-owned car, charges for tolls, parking and storage will be allowed.
6. It is intended that the rates prescribed herein shall be the maximum.
7. The mileage rate shall be the maximum allowable from the IRS for each mile driven.
8. Reasonable and customary charges for room accommodations shall be allowed. Tips for lodging shall be allowed at the rate of up to \$3.00 per night. When the spouse accompanies a College employee, the amount of room charges allowable shall be the single-room rate for overnight accommodations.
9. Emergency repair work shall be authorized on College cars while out of the County. If a college credit card is not provided, full reimbursement shall be made to the faculty member.
10. Cars provided by the college should be fully gassed by the college before the cars leave the College. Gasoline credit cards should be used as much as possible when it is necessary to purchase gasoline while on the road. The receipt received by the employee when using the credit card should be submitted to the Purchasing Office.
11. With the availability of cell phones, e-mail and texting, long-distance telephone calls on official business will be allowed if required.
12. New York State hotel occupancy and transportation taxes are not reimbursable. Employees should present tax exemption certificates to the hotel desk upon

arrival. If the tax exempt forms are denied, the college shall reimburse the faculty member for the fees mentioned above.

### **ARTICLE 23 - HEALTH INSURANCE**

Article 23, Section 4 is amended to read as follows:

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~~ **two courses each in the** fall and spring semesters without break. A break in service of more than two (2) 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.

**The following schedule shall apply to employer sponsored health insurance for adjuncts:**

<u>Year of Service</u>	<u>Employer Contribution to Total Premium</u>
<b>0-5</b>	<b>5%</b>
<b>6-10</b>	<b>10%</b>
<b>10-15</b>	<b>15%</b>
<b>15-20</b>	<b>20%</b>
<b>20 or more</b>	<b>25%</b>

Article 23, Section 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 as for active employees **at the time of the employee's retirement and shall not change for the duration of said retirement.** ~~and will change if the plan for active employee's changes.~~

Article 23 is amended by adding the following the Section 11 to read as follows:

### **11. Dental Plan**

**For Individual, Two Person and Family Dental Blue Options Coverage, the employer contribution shall be 84%.**

### **Article 26 - DUES DEDUCTION AND PAYROLL DEDUCTION**

Article 26 is amended by adding a new Section 6 to read as follows:

#### **6. Article 51 – Benefit Fund**

**Eligible unit members shall include full time and part time employees. Employees shall have their contributions deducted from their paychecks in equal installments.**

### **ARTICLE 28 - Compensation**

**Each employee shall receive a fair and equitable increase in compensation each year of the Agreement.**

Section 6 shall be amended by adding a level III Adjunct Compensation.

**Level III Adjunct compensation shall be mutually agreed upon by the parties and applied to each year of the Agreement.**

Section 10 is amended to read as follows:

10. Chairpersons, program coordinators and other employees who are requested to perform their regular professional duties other than teaching beyond the academic work year shall be compensated **for a minimum of 30 hours** at a per diem rate based on 1/200 of their base salary. Exceptions to the rate are as follows:

### **ARTICLE 38 – LOAD, CLASS SIZE MINIMUM AND MAXIMUM**

Sections A, B, C D and I are amended to read as follows:

- A. Fourteen (14) to **Fifteen (15)** ~~sixteen (16)~~ semester credit hours shall constitute the usual range in an academic semester. ~~with a maximum of 31 30-semester credit hours per year.~~ **Any assignment that exceeds 15 hours in a semester shall be paid overload per Section D, paragraph 2 of this Article.**
- B. In all assignments where the number of contact hours exceeds the number of semester credit hours, the usual range shall be 15 to **18** ~~19~~ contact hours in an academic semester ~~with a maximum of 36 contact hours per year.~~ **Any assignment that exceeds 18 contact hours in a semester shall be paid overload per Section D, paragraph 2 of this Article.** In addition, in any given semester/academic year the maximums shall not be considered the norms.
- C. ~~If an employee is allowed to work more than 31 30 credit hours or 35 contact hours in an academic year, he/she shall be paid in accordance with item D.2 here below.~~ Such assignment shall be made by the Department Chair in accordance with approvals required by this Article. **Full time faculty granted full time release shall be paid in accordance with D.2. for any and all courses taught while on said releases.**
- D. Overload
  1. Day: A Day Overload occurs when a full-time permanent faculty member's teaching load exceeds ~~34~~ **15** semester credit hours per **semester** year or ~~35~~**18** contact hours per year semester. Payment for the overload will be in accordance with the schedule included in item D.2 here below. Day overload shall be allowed only in cases of extreme emergencies and where the ~~Dean and/or Vice President~~ **EVP/CAO** in

conjunction with the Chair deem it necessary. Overload assignment shall require the approval of the President except for the winter semester.

- 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~~ **EVP/CAO**. The decision of the ~~Dean and VPAA~~ **EVP/CAO** is not subject to the grievance procedure. **Under no circumstances shall an online course have 18 or more students assigned per semester.**

A new section J added to read as follows:

- J. **No section shall be cut prior to three days before beginning of the first day of classes.**

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

Section D is deleted and replaced with the following:

**The Association shall have available a total of 15 (fifteen) credit hours (or clock hour equivalent) of release time per Fall and Spring semesters for distribution by the Association President. The equivalent clock hour conversion shall be one credit hour equals three clock hours. During the summer, the Association President shall have 10 clock hours of release time per week if s/he is a non-classroom faculty. A three-credit hour overload payment shall be paid if s/he is a classroom faculty.**

#### **ARTICLE 46 - WAIVER OF TUITION**

Article 46, Section A shall be amended as follows.

- A. Full-time **and part time** employees and their dependents will be permitted to take credit bearing courses offered at the College without payment of tuition if they meet all the following conditions:

## ARTICLE 47 - EARLY RETIREMENT

Section C, Paragraph 1 is amended to read as follows:

C. For those faculty members who elect to take advantage of this early retirement option, the following benefits will apply:

1. Health Insurance: ~~The same health insurance benefit will be available as is available to full-time professional staff under the contractual agreement in effect at the time of retirement.~~ **The health benefit available to all full-time professional staff under the contractual agreement in effect at the time of their retirement shall remain available and unchanged about employer contribution toward premium, range of benefits (except to the retiree's advantage), co-payment/insurance for the duration of a retired employee's retirement.**

## ARTICLE 50 – Distance Learning

Article 50, Section A is amended to read as follows:

- A. Faculty owned online courses: The College will pay ~~one-time stipends~~ **for up to 3 unique course developments** to support faculty development for Internet-based instructions. 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.

## NEW ARTICLE – Professional Development

**The College shall establish a fund for supporting Adjunct Professional Development in the amount of \$10,000. Adjuncts shall submit requests for PD funds to their Dept Chair for approval.**



### **NEW ARTICLE – Daycare Tuition**

**The College shall reimburse full and part time employees 60% of the cost of enrolling their dependent (s) in The BC Center.**

### **NEW ARTICLE – Access to Privacy for Personal Care**

**Each employee shall have access to a private, clean and well-lit area for the purpose of attending to nursing/pumping or other personal care needs that are not appropriate for a restroom due to sanitary conditions. Said areas shall be clearly identified for said purpose and located no further than the building in which the employee’s office/work station resides.**

### **NEW ARTICLE – NEW HIRE NOTIFICATION/OREINTATION**

**In the event the college conducts an in-person orientation for a new hire(s), the SBFA will be notified of the date and time of such orientation. SBFA will have the right to meet with the new hire(s) in private after the College’s orientation is complete.**

**Within 2 (two) business days of the date of hire, the College shall notify the SBFA, ITS and Security of the new hire. This shall apply to full time and part time hires.**

### **NEW ARTICLE – Clubs and Organizations**

**Employees assigned to work with one or more of the college sponsored clubs or organizations shall be paid \$100.00 per club/organization per semester. Said amount shall be paid prior to the last day of classes for the respective semester.**