

LABOR AGREEMENT

BETWEEN THE

BROOME COMMUNITY COLLEGE  
AND THE COUNTY OF BROOME

AND THE

FACULTY ASSOCIATION OF  
BROOME COMMUNITY COLLEGE

September 1, 2021 – August 31, 2025

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## AGREEMENT

WHEREAS, Chapter 392 of the laws of 1967 as amended (hereinafter referred to as the Taylor Law) empowers the Broome Community College and the County of Broome, hereinafter collectively referred to as Employer, College or County to recognize employee organizations for the purpose of negotiating collectively in the determination, and administration, of grievances arising under the terms and conditions of employment of public employees, as more particularly provided and set forth in said Chapter, and to negotiate and enter into written agreements with such employee organizations in determining the terms and conditions of employment; and

WHEREAS, the Taylor Law further provides that, when an employee organization has been certified or recognized pursuant to provisions thereof, the Employer shall be, and hereby is, required to negotiate collectively with such employee organization in the determination, and administration, of grievances arising thereunder, the terms and conditions of employment of the public employees as provided therein, and to negotiate and enter into written agreements with such employee organizations in determining such terms and conditions of employment; and

WHEREAS, the Faculty Association of Broome Community College has been recognized by the Employer as such an employee organization for those employees hereinafter defined.

NOW, THEREFORE, pursuant to and in consideration of the above and the mutual covenants herein contained, it is stipulated and agreed, as follows:

### ARTICLE 1 – WAIVER

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

### ARTICLE 2 – RECOGNITION

The Employer acknowledges the Association as the sole and exclusive representative for the bargaining unit comprised of all full-time and part-time professional employees at Broome Community College in titles set forth in Exhibit “A” annexed to this Agreement. The Employer recognizes the Association as the sole and exclusive representative for the purpose of negotiations regarding wages, hours and terms and conditions of employment, and in settlement of grievances and for all lawful purposes under the Laws of the State of New York. Such recognition shall continue for the maximum period allowed by law.

The employer agrees to furnish the Association, by the end of the first (1st) week of classes of each semester, a list of those employees eligible for membership in the bargaining unit, by department. By the end of the fourth (4th) week of each semester, information showing the date of employment, present rank or title, and compensation of such employees shall be provided to the Association. Each Dean shall make available the number of credit hours carried or hours worked by each employee, by the end of the sixth (6th) week of each semester. This information will be in its original form and no

additional work shall be done to produce the information in a different form. When necessary, other information pertinent to wages, hours and working conditions of said employees covered by this Agreement, together with information which may be necessary for the Faculty Association to process any grievance or complaint relative to employees covered by this Agreement will be furnished, provided, however, that said information is a public record and may be furnished by the College or County in accordance with the Broome County Charter, Administrative Code and the laws of the State of New York. The above referenced information may be in its original form and shall not cause the County and/or College to expend funds.

### ARTICLE 3 – RECIPROCAL RIGHTS

The Faculty Association recognizes the right of the Employer to retain and reserve unto itself all rights, powers, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New York and/or the United States of America.

The exercise of these rights, powers, authority, duties and responsibilities by the Employer and the adoption of such rules, regulations and policies as it may deem necessary will, as they apply to the employees covered by this Agreement and represented by the Faculty Association, be limited only by the specific and expressed terms of this Agreement.

### ARTICLE 4 – DEFINITIONS

As used in this Agreement, unless otherwise specified, the following terms shall mean:

1. “College” – Broome Community College.
2. “College Board” – The Board of Trustees of Broome Community College.
3. “Legislature” – The County Legislature of Broome County.
4. “Party” – The Faculty Association and/or the Employer.
5. “Employee” – Professional staff as defined in Article 2.
6. “Employer” – Broome Community College and the County of Broome collectively.
7. “Management” – Those charged with the responsibility of administering the College.
8. “Association” – Faculty Association of Broome Community College.
9. “Regular Employees” – Employees working on a regular budget line, either 10 or 12 months, per year. The work week for non-class-room personnel shall be 37.5 hours per week.

- a. Ranked Faculty – Regular Employees who are eligible for or have continuing appointment and are eligible for promotion.
  - b. Professional Faculty – Regular Employees who work 10 or 12 months and 37.5 hours/week who are eligible for, or who have, continuing appointment.
10. “Adjunct Employees” – Employees not on regular budget lines, regardless of whether they work 10 months or 12 months per year.
- a. “Part-time” – Employees who work less than 30 hours per week or who teach fewer than 12 credit hours or 15 contact hours per semester.
  - b. “Full-time” – Employees who work more than or equal to 30 hours per week or who teach 12 credit hours or 15 contact hours per semester.
11. Department – All ranked and professional faculty (ref. “Exhibit A”).
12. Professional Development Mentoring Committee (PDMC) – A committee whose purpose is to advise and mentor faculty seeking appointment and promotion. For ranked faculty, the PDMC is comprised of two ranked faculty with continuing appointment from the candidate’s department or division and the Chair/Director/Supervisor. For professional (non-ranked) faculty the PDMC is comprised of two professional faculty with continuing appointment from the candidate’s Department or Division and the Chair/Director/Supervisor. Should the requisite number of professional faculty with continuing appointment not be available in the Department or Division, the professional faculty member may draw from all Departments/Divisions on campus.
13. Committee on Professional Evaluation (CPE) – A campus wide faculty committee which makes promotion recommendations to the President. It is composed of one representative having rank and continuing appointment from the following five areas: Business and Professional Studies, Health Sciences, Liberal Arts, Non-classroom faculty (Counselor, Learning Assistance faculty, Librarians), and Science, Technology, Engineering, and Mathematics (STEM), each serving two-year terms.
14. Promotion and Appointment (P&A) Committee – This departmental committee makes recommendations on appointments and promotion.

When making recommendations on appointments for ranked faculty, the Promotion and Appointment Committee is composed of all department members with rank or continuing appointment, excluding the department Chair/Director/Supervisor and those who are themselves candidates for appointment. When making recommendations on promotions, the Promotion and Appointment Committee is composed of all department members with rank and continuing appointment, excluding the department chair and those who are themselves candidates for promotion. There must be at least five (5) such members. In Departments where there are fewer than five, the Chair/Director and

Dean/Vice President will name additional members to the Committee per the procedure outlined in Articles 35 and 36. P & A Committees acting on promotion reviews will also include a representative with academic rank and continuing appointment from outside the sponsoring division.

When making recommendations on appointments for professional (non-ranked) faculty, the Promotion and Appointment Committee is composed of all department members with continuing appointment, excluding the department Chair/Director/Supervisor and those who are themselves candidates for appointment. There must be at least five (5) such members. Should the requisite number of tenured professional (non-ranked) faculty not be available in their department, candidates for appointment may draw from among tenured faculty in all divisions/departments across campus.

15. Search Committees

Ranked Employees Search Committee – This committee conducts searches for new “academic rank” faculty (Ex. “A”). It is comprised of the Department Chair/Director and any ranked faculty member in the department with continuing appointment who wishes to serve. In Departments where fewer than three department members have rank and continuing appointment, the Committee shall be the Chair/Director and up to three other ranked faculty with continuing appointment from outside the department having helpful perspectives on the search, one of whom must have continuing appointment within the division sponsoring the search. The Committee shall include a person appointed by the President of the College.

Professional Employees Search Committee – Conducts searches for “professional” faculty (Ex. “A”). It is comprised of the Department Chair/Director and any faculty member with continuing appointment who wishes to serve. In Departments where fewer than three department members have continuing appointment, the Committee shall be the Chair/Director, and up to three other faculty from outside the Department with continuing appointment having helpful perspectives on the search, one of whom must be a professional faculty with continuing appointment from the Division sponsoring the search. The Committee shall include a person appointed by the President of the College.

16. Department Chair Selection Committee (DCS) – The chair selection committee is comprised of all ranked and professional faculty in the Department.

The above definitions shall be applied to all articles of the contract.

## ARTICLE 5 – NO STRIKE PLEDGE

The Faculty Association affirms that it does not assert any right to engage in a strike against the Employer or to cause, instigate, encourage or condone a strike or to impose any obligation upon its members to cause, instigate, encourage or condone a strike.

## ARTICLE 6 – PLEDGE AGAINST DISCRIMINATION AND COERCION

The provisions of this Agreement shall be applied equally by the employer to all employees without discrimination as to age, sex, gender, marital status, race, color, creed, national origin, sexual orientation, religious or political affiliation or handicapping condition. The Faculty Association shall share equally with the Employer the responsibility for applying this provision of the Agreement, where it can be established that the Faculty Association either wholly or in part has any administrative responsibility thereunder.

The Employer agrees not to interfere with the rights of employees to become members of the Faculty Association, and there shall be no discrimination, interference, restraint, or coercion by the Employer, or any Employer representative against any employee because of Faculty Association membership or because of any employee activity in an official capacity on behalf of the Faculty Association.

## ARTICLE 7 – REQUIREMENT OF LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## ARTICLE 8 – SCOPE OF AGREEMENT

This Agreement constitutes the entire understanding between the Employer and the Faculty Association.

It is agreed by the parties that during the period covered by this Agreement, neither party shall be obligated to collectively negotiate with respect to any subject or matter referred to or covered in this Agreement, or respect to any subject or matter not specifically covered in this Agreement. Notwithstanding the foregoing, the parties may, by mutual agreement, enter into discussions relating to the terms and conditions of employment and the method of administration of grievances arising thereunder. If such discussions lead to an agreement to add to, delete or modify any of the terms of this Agreement, such addition, deletion, or modification shall become effective as part of this Collective Bargaining Agreement upon being reduced to writing and executed by the properly authorized representatives of the parties hereto.

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, Except Sections 1, 10, and 11
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, Except Section 4
Article 29	Longevity Service Pay
Article 30	Miscellaneous Benefits, Except Section 1B
Article 35	Appointment of Academic Staff, Except C1, C4 and D1
Article 36	Promotion
Article 38	Load, Except G
Article 45	Discipline
Article 49	Professional Development Recognition Increment

Full-time adjunct employees are not covered by the following articles of the contract:

Article 3	Reciprocal Rights
Article 15	Sabbatical
Article 17	Leave of Absence Without Pay
Article 35	Appointment of Academic Staff, Except C4 and D1
Article 36	Promotion
Article 38	Load
Article 45	Discipline
Article 49	Professional Development Recognition Increment

#### ARTICLE 9 – DISTRIBUTION AGREEMENT

The Employer shall furnish four (4) executed copies of this Agreement to the Association. The Faculty Association and the Employer agree to share costs of duplicating additional copies of this Agreement for distribution to members of the bargaining unit, no later than thirty (30) calendar days after being signed by the parties.

#### ARTICLE 10 – SAVINGS CLAUSE

Should any Article, section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, section, or portion thereof, directly specified in the decision. Upon issuance of such a decision, the parties agree that they will meet and negotiate within the parameter outlined by the court's decision. All other provisions or applications will continue in full force and effect.

#### ARTICLE 11 – MAINTENANCE OF BENEFITS

The Employer and the Faculty Association agree that the provisions of the expiring Agreement shall remain in full force and effect during the period of negotiations for the new Agreement.

## ARTICLE 12 – GRIEVANCE PROCEDURE

The term “grievance” shall mean a complaint by any person covered by this Agreement or by the Association (hereinafter “grievant”) regarding an alleged violation, misinterpretation or inequitable application of any specific term or provision of this Agreement provided, however, that such terms shall not include the additions of new positions, retrenchment or decisions relating to promotions. Rules, procedures, regulations to administrative orders as specifically contained in Section 3 of the Broome Community College Policy Manual shall apply to employees covered by this Agreement. The right to change these policies is not subject to grievance but once adopted, the inequitable application of those procedures in Section 3 of the Broome Community College Policy Manual shall be subject to grievance. Subject matters contained in Section 3 of the Broome Community College Policy Manual which are covered by the specific terms of this Agreement, shall be governed by this Agreement.

Step 1. The employee shall have the right to state his/her complaint to his/her immediate Supervisor, orally or in writing, with or without Faculty Association representation or legal counsel, at the earliest possible time convenient to both, but in any event, within thirty (30) calendar days of the occurrence of the said complaint.

Step 2. If the complaint is not settled at Step 1, the employee and the Faculty Association Grievance Chair shall, within five (5) work days thereafter, personally submit a written notice of grievance to the appropriate Dean or Director, with copies to the employee’s supervisor and the appropriate Vice-President. The notice of grievance shall contain information sufficient to describe the grievance in specific detail.

The Dean shall discuss the grievance with the employee’s supervisor and the Vice-President, if necessary. Within five (5) work days after receipt of the notice of grievance the Dean shall meet with the aggrieved employee and/or the Faculty Association Grievance Chair and/or designee in an effort to resolve the complaint.

The parties to this meeting shall make an appropriate written record of said meeting.

Step 3. If the dispute is not resolved within five (5) work days after the meeting required in Step 2, the notice of grievance together with the written record of the said meeting shall be personally submitted by the Faculty Association Grievance Chair and/or designee to the President.

Within five (5) work days after receiving the notice of grievance and the written record, the President and/or his/her designee shall meet with the aggrieved employee and/or the Grievance Chair and/or his/her designee in an effort to resolve the complaint.

Within ten (10) work days after this meeting, the President shall issue a written decision to the Grievance Chair and or designee, the aggrieved employee, the Vice-President, Dean and Supervisor.

Step 4. If the decision provided by the President in Step 3 is unsatisfactory, the Grievance Chair and/or designee within ten (10) work days after receipt, may submit the grievance to the American Arbitration Association.

The Arbitrator shall be selected in the following manner:

The American Arbitration Association shall submit to both the Faculty Association and the Employer a list of five (5) arbitrators. Parties shall alternately strike names until one (1) remains. The remaining name shall be selected as the Arbitrator who shall determine the grievance. The decision of the Arbitrator shall be binding on both parties to this Agreement. Both parties agree to be bound by the award of the Arbitrator and agree that judgment thereon may be entered in any Court of competent jurisdiction.

The fees and expenses of the Arbitrator and the arbitration proceedings shall be borne equally by the Employer and the Faculty Association.

No Arbitrator functioning under Step 4 of this procedure shall have any power to amend, modify, or delete any provision of this Agreement.

The number of days indicated at each level shall be considered as maximum and every effort shall be made to expedite the process. However, the time limit may be extended by mutual consent. All documents, communications, and records dealing with the grievance shall be filed separately from the Personnel files of participants. A grievance may be withdrawn at any level. The parties, by mutual agreement, may waive any step provided herein.

#### ARTICLE 13 – SICK LEAVE

1. Sick leave credits shall be accrued at the rate of one a month for a total of twelve (12) days per year for all full-time professional staff covered by this Agreement except that new full-time regular employees shall be advanced one year's accumulation at the time of their employment. Full-time adjuncts shall be advanced one term's accumulation at the start of each semester in which they are employed for the first year. However, in the event that a new employee leaves his/her position prior to the end of the year, days shall be prorated, and any days taken and not earned shall be deducted from the final paycheck. No credits for sick leave accrual shall be allowed unless the employee shall have been on full pay status at least fifty (50) percent of the working days he/she is scheduled to work. There shall be no limit on the amount of sick leave accumulation effective with the date of this Agreement.

Transfer of sick leave credits – In case of transfer to another College bargaining unit or County department, an employee's sick leave accruals shall be transferable to that bargaining unit or County department.

For Part-Time Adjunct faculty, sick leave credits shall be granted in the amount of three (3) per semester (fall and spring). A faculty member using a sick day on a day when only one class is scheduled shall be assessed a full sick leave day (1.0)

for that day. 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.

2. Sick leave with pay will be granted in one-half or full day units when an employee is incapacitated or unable to perform the duties of his/her position by reason of:
  - A. Sickness or injury.
  - B. Quarantine regulations.
  - C. Medical or dental visits.
  - D. Disability – If during the performance of their duties any employees become disabled, they must present a request in writing to use sick time. A signed Leave Certification form will be required. The College may require additional verification during extended periods. The employee will begin Disability Leave using accumulated paid leave or unpaid leave if leave is depleted during the period of disability. For an effective transition, whenever feasible, it is desirable that such leaves begin and end with the beginning dates of semesters.

If this disability is caused by an emergency situation (i.e., the employee does not have appropriate time for written request), both the President and the immediate administrator must be contacted orally.

It is further understood that faculty shall not have any reduction in wages when using sick leave to include days drawn from the Sick Bank. If a department chairperson is out on sick leave, they shall continue to be compensated as the department chairperson for a period not to exceed one year. This compensation will apply to their current appointment term which may range between one and three years. In subsequent chairperson appointments, this compensation parameter shall apply for the duration of each appointment.

3. An employee absent on sick leave shall notify his/her department head or other designee of such absence and the reason therefore within the first four (4) business hours on the first day of the absence, however, failure to report an absence within the stated time limit, unless excused, shall result in the absence being considered time off without pay and it shall not be chargeable to sick leave.
4. Before an absence due to personal illness may be charged against sick leave accruals, the Employer may require such proof of illness as may be satisfactory to it, or may require the employee to be examined, at the expense of the Employer, by a physician designated by the Employer. Failure to submit proof of illness upon request or in the event that upon submission, or upon the report of the medical examination, the physician designated by the Employer finds that there is insufficient evidence of illness to justify the employee's absence, such absence

shall be considered as unauthorized leave and shall not be charged against sick leave accruals.

5. The Employer shall maintain a record of attendance and sick leave accruals for all employees. Copies of all records of attendance shall be transmitted to and maintained by BCC Payroll Department. The Employer shall annually provide all employees a report of their sick leave accumulation.
6. Abuse of sick leave privileges shall be grounds for disciplinary action.
7. Sick Leave Bank
  - A. There shall be a voluntary sick leave bank to be administered by the College.
  - B. Upon completion of two (2) full semesters of service to the Employer, all full-time regular and full-time adjunct employees shall be eligible for sick bank membership.

Employees covered by this Article may become members of the bank by annually donating two of their own accumulated sick leave days to the bank during the first four years of their sick bank membership. Beginning with the fifth year of sick bank membership, employees may remain members of the bank by donating one sick leave day annually. Such donations shall be made in September, or in the case of a new employee, one full year after the time of employment, and membership in the sick leave bank shall continue until the member notifies the College of his/her voluntary withdrawal.

- C. Employees who do not have sufficient personal sick leave to donate to the bank as described, shall have their next accumulated days withheld if they choose to become or remain members.
- D. The privileges of the sick leave bank shall be available to a member thereof who meet the following criteria:
  1. The employee is eligible pursuant to B, or C, above.
  2. The employee is unable to perform his/her regular job due to a disabling non-work related illness and/or a non-work related injury.
  3. The employee has exhausted all sick leave.
  4. The application is made on the prescribed form.
  5. The application is accompanied by a signed "employee leave certification form," bearing physician and employee signatures.

- E. Upon approval by the College of an application made pursuant to D above, a member shall be entitled to draw up to one hundred (100) days against the sick leave bank. After twenty-five (25) days of sick leave have been utilized from the bank, an employee may be requested to provide an updated physician's statement.

Up to an additional fifty (50) days may be granted at the discretion of the Board of Trustees or its designee.

The College may grant partial days when an employee is capable of working part-time and is recommended by the Department to work part-time. (e.g., light duty).

- F. When an employee is drawing paid time from the sick leave bank, all benefits will continue to accrue in accordance with the employment contract.
  - G. If an employee has exhausted all sick leave accruals and is still incapacitated and unable to perform the duties of his/her position, or if the employee's physician recommends a period of rest or convalescence, the College may grant a leave of absence without pay for a period not to exceed one (1) year.
  - H. Employees shall be encouraged to apply for disability retirement where applicable.
  - I. The College shall provide the Association with a statement of sick leave days available in the sick leave bank on August 31st and March 31st. Any balance of sick leave days remaining in the bank on August 31st shall be carried over for use in the following year, September 1st through August 31st.
8. Absence due to injuries arising out of the course of employment – Sick leave time used by an employee for an absence occasioned by an injury incurred during the course of his/her employment and covered by or under the Worker's Compensation Law will be reinstated in full only when the employee returns to work following such work-incurred injury and only when the Worker's Compensation Board has determined and made an award indicating benefits are due for the period of absence in question, and it is further understood and agreed a condition for such reinstatement in full of sick leave time shall be that the employee shall not again use such accumulated sick leave time for any future or subsequent absence in any way occasioned by or related to such work-incurred injury. Unusual cases shall be subject to review and consideration by the Worker's Compensation Department of the County and of the BCC Human Resources Office.
9. Employees working less than full-time – Compensation in cases where employees are authorized by the Employer to return from sick leave at less than full-time duty

shall be compensated at a rate apportioned to the time they work, based upon their annual salary.

10. Up to a maximum of five (5) sick days per year, may be used for serious illness to an immediate family member. Immediate family member here to include spouse, children, step-children, mother, father, step-mother, step-father, brother, sister, grandparent, grandchild, mother- or father-in-law, son- or daughter-in-law of the employee, or any person who is an actual member of the employee's household. In order to use this time off, the employee's presence must be necessary and verifiable to the College's satisfaction.
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.
12. Effective upon ratification of this agreement, members with a minimum of one hundred (100) accumulated sick days shall be paid one thousand five hundred dollars (\$1,500) upon their resignation for the purpose of retirement. Set amount shall be paid no later than thirty (30) days from their date of retirement.

#### ARTICLE 14 – LEGAL LEAVES

An employee covered under this Agreement shall be excused from work if he/she is subpoenaed as a witness by anybody empowered by law to compel attendance by subpoena. Any member of the bargaining unit scheduled for jury duty shall be excused from work and shall be paid the difference between his/her regular salary and his/her compensation for jury duty for the period of such jury duty.

#### ARTICLE 15 – SABBATICAL LEAVE

1. POLICY. Sabbatical leaves for professional development are available to not more than 4% (rounded to the nearest whole number) of the total number of employees covered under this Agreement in any academic year, who meet the requirements herein set forth.
2. PURPOSE. Sabbatical leaves shall be granted for planned study, and planned travel related to planned study, research, and/or formal education.
3. ELIGIBILITY. Members under this Agreement having continuing full-time appointments shall be eligible to apply for a sabbatical leave if they have completed at least six consecutive years of service within the College, or, if they previously had a sabbatical leave, from the date of return from their last sabbatical leave. In computing consecutive years of service for the purpose of this paragraph, periods of vacation leave and periods of sick leave with salary shall be included; periods of leaves of absence other than vacation leave and sick leave with salary, and period of part-time service shall not be included, but shall not be deemed an interruption of otherwise consecutive service.

4. TERMS AND CONDITIONS. Sabbatical leaves may be granted for periods of one year at one-half salary, or for periods of one-half year at full salary, or for three summer sessions which shall be equivalent of one-half year at full salary. Eligible employees in titles with 12-month work year denoted in Exhibit "A" will have one half year sabbaticals for a period of six months. Eligible employees in titles whose work year is 10 months will have one half year sabbaticals corresponding to the academic semester. Employees under this Agreement on sabbatical leave may accept fellowships, grants-in-aid or earned income to assist in accomplishing purposes of their leave. Those employees taking sabbatical leaves not involving planned courses of study, i.e., industrial sabbaticals, may receive fellowships, grants-in-aid, or earned income to assist in accomplishing the purposes of their leave, but in no event shall such extra income allow the employee to receive in excess of the full amount of salary which the employee would receive had he/she not taken a sabbatical leave. Where such extra income does allow the employee to receive an amount in excess of salary that would have been received if not on sabbatical leave, the amount of salary paid to the employee by Broome Community College shall be reduced by that portion of extra income earned in excess of the employee's salary which would have been received had the employee not taken a sabbatical leave. This provision shall not apply to monies earned by an employee in activities unrelated to sabbatical leaves.
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 include verification from the employee's supervisor(s) that the supervisor(s) has (have) been notified of the applicant's intent.
6. APPROVAL. If the President approves the application, he/she shall forward it, together with his/her recommendation to the Board of Trustees, together with detailed information concerning the applicant and the request for leave, which information shall contain the following:
  - A. A full statement of his/her previous formal education, including names of schools of higher learning he/she attended. The dates of such attendance, and the degree or degree credits he/she earned.
  - B. A full statement of his/her industrial work experience which pertains to his/her field of specialty at the College, including dates and places of such employment and duties performed.



- C. A statement of his/her teaching experience at the College and elsewhere, covering subjects taught and dates of such assignments.
- D. Detailed projected plans for his/her use of sabbatical leave time, including statements as to the college in which he/she has been accepted, courses he/she intends to study, date of enrollment and duration of such studies, if applicable, or other information relating to sabbatical leaves not involving planned courses of study, (i.e., industrial sabbaticals).
- E. A statement as to the estimated cost to the College in granting the proposed leave.
- F. A statement as to what specific advantages will be gained or what particular need or needs will be fulfilled on the teaching staff at the College by the granting of a sabbatical leave to the applicant.
- G. A joint committee consisting of one member each from the Administration, the Association and the Trustees will make a final recommendation to the Broome Community College Board of Trustees.

Sabbatical leaves not involving planned courses of study, i.e., industrial sabbaticals, shall be required to be approved by the Board of Trustees and shall be submitted for approval with the same information as required in Paragraphs A through G above.

Final approval of the granting of such sabbatical leaves shall rest with the Board of Trustees of Broome Community College.

- 7. **DISCONTINUANCE OF STUDIES.** In the event an employee under this Agreement on sabbatical leave should discontinue his/her planned course of study or other sabbatical leave work before completion thereof, he/she must promptly so notify the President. If the termination of his/her course or work is caused by illness, he/she shall be entitled to sick leave pay for the duration of such illness, or to the extent of such benefits he/she has accrued; but otherwise, he/she must return to the College for assignment of duties without delay. If he/she fails to notify the President promptly of such termination, he/she shall be deemed derelict in his/her duty to the College, subject to dismissal therefrom, and liable for repayment of all salary received from the College after the date of said discontinuance of his/her planned course of study or work prior to completion. In the event he/she is dismissed for cause as stated above, he/she shall be liable for repayment of the full amount of his/her salary paid to him/her by the College while on said leave.
- 8. **SUBSTITUTES.** During the absence on sabbatical leave of employees, the President shall make appropriate arrangements for carrying on the activities of the College with due regard to the reasonable workload of the other members of the academic staff, and such persons on sabbatical leave shall not be required to contribute toward the salary of substitutes during their absence.

9. RESUMPTION OF DUTIES. Upon accepting a sabbatical leave, the recipient shall, in consideration of the salary to be paid to him/her during such leave, execute a written instrument to the effect that, in the event he/she should accept other employment, retire or otherwise separate from employment (except for death) and therefore fail to resume and fulfill for a two-year period his/her full-time duties at the College, he/she shall repay, within three years from the date of his/her resignation, retirement, or separation from the College, twenty-five (25) percent of the gross amount of his/her salary paid to him/her while on said leave for each 15-week College semester and fractional part thereof, or for each six month period and fractional part thereof up to and including a maximum of four 15-week College semesters, or four six month periods exclusive of summer school, during which he/she fails to render regular services to the College in the said two-year period.

Upon return to the College an employee granted a sabbatical leave shall be entitled to any salary adjustment to which that employee would have been entitled had he/she not been on sabbatical leave.

#### ARTICLE 16 – VACATION LEAVE

1. A. Eligible employees who work a 12-month schedule shall be credited with one and three-quarters (1-3/4) vacation days per month or a total of twenty-one (21) 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.
  - B. A maximum of 31 vacation days may be carried over into the succeeding year.
  - C. To qualify for the month, the employee must be on full pay status for 50% of the working days that month.
  - D. Authorized accumulation of unused vacation days shall be paid at termination.
  - E. Transfer of authorized accumulation of unused vacation – In case of transfer to another College bargaining unit or County department, an employee's vacation accruals shall be transferable to that bargaining unit or County department.
  - F. Curtailment: No vacation time will be assessed against employees for the curtailment period between Christmas and New Year's. If a 12-month employee is assigned to work during the holiday curtailment, s/he will be entitled to compensatory time.
2. HOLIDAYS – Eligible employees who work a 12-month schedule are entitled to the following:
    - 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, Thanksgiving Day, the Day after Thanksgiving and Christmas Day shall be observed as holidays. Lincoln's Birthday, Washington's Birthday, Juneteenth, Columbus Day, Election Day and Veteran's Day shall be observed as holidays, except where there is a conflict with the academic year.

- B. Holidays falling on Saturday or Sunday. When a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. When a holiday falls on a Sunday, the Monday following shall be observed as a holiday.
- C. When regular classes are held the employee shall be granted a compensatory day in lieu of the holiday worked. Compensatory days accumulated under this provision must be taken within the fiscal year in which they are earned.
- D. When regular classes are not held on a holiday and the campus is open, the employee shall be granted a compensatory day in lieu of the holiday if the holiday is worked. Compensatory days accumulated under this provision must be taken within the fiscal year in which they are earned.

#### ARTICLE 17 – LEAVE OF ABSENCE WITHOUT PAY

1. Application for Leave Without Pay. Application for leave of absence without pay, for any of the reasons cited in this Article, shall be filed by the employee on prescribed form with the department head at least thirty (30) calendar days, prior to the proposed commencement of the leave, except in cases of emergencies. The application shall state the reasons for the requested leave and the duration thereof. If approved by the department head, the application shall be submitted to the President and the Broome Community College Board of Trustees or its designee for final approval.

##### Types of Leave

- A. Child Rearing or Adoption Leave
  1. Leave for purposes of child rearing and/or adoption shall be granted up to a maximum of two (2) years. Where practical, child rearing leave shall coincide with the College semester or term.
  2. Requests for child rearing leave shall be made in accordance with 1 above. In the case of adoption, as much notice as possible shall be provided for said leave. Leave shall commence upon receipt of de facto custody, or earlier if necessary to fulfill the requirements of adoption.

B. Leave for Education Purposes

On the approval of the President and the Broome Community College Board of Trustees, permanent employees may be granted a leave of absence without pay for the period of one (1) year, together with the option for one (1) additional year, for the purpose of acquiring additional education and training that will increase the usefulness and efficiency of the employee in his/her position.

C. Leave for Other Reasons

Leave of absence shall be granted to an employee covered hereunder to hold a political job with any other municipality, subject to the provisions of the Broome County Charter. Leave of absence shall also be granted to employee to hold office with any professional association, subject to the provisions of this Article.

Leave of absence may be granted for travel, planned study, and planned travel related to planned study, employment and other purposes if such leave may result in increased effectiveness of the employee.

2. Benefits

Employees while on leave shall have the option of continuing medical insurance benefits at their own expense.

3. Salary Adjustment and Position

An employee granted a leave of absence hereunder shall be entitled to any salary adjustment to which that employee would have been entitled had he/she not been on a leave of absence.

Employees returning from a leave of absence without pay shall be assigned to a position substantially equivalent to that held prior to the leave.

4. When an employee covered by this Agreement is absent from the College without written authorization of the President or his/her designee for a period of ten (10) consecutive days within his/her contracted year, such absence shall be deemed to constitute an automatic resignation, effective upon the date of such absence.

## ARTICLE 18 – BEREAVEMENT LEAVE

Eligible employees shall be granted up to three (3) days to arrange for and attend a funeral in the event of a death in the immediate family. Immediate family here to include spouse, life partner, children, step-children, mother, father, step-mother, step-father, brother, sister, grandparent, grandchild, mother- or father-in-law, son -or daughter-in-law of the employee, or any person who is an actual member of the employee's household.

Employees may apply to the President for one (1) additional day in cases of long travel requirements.

Employees may also use up to five (5) days of their sick leave if additional time away is needed. In order to use one (1) or more days of the sick leave time, the employee's presence must be necessary and verifiable to the College's satisfaction.

Employees may apply to the President or his/her designee for permission to take bereavement leave of three (3) or more days for the funerals of relatives not listed above.

#### ARTICLE 19 – WORK YEAR

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 workdays). The work year shall end 2 days after graduation in the Spring Semester. In cases where an aforementioned employee's hire date is no later than the start of classes, said employee shall receive full remuneration for the year.

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.

#### ARTICLE 20 – MILITARY LEAVE OF ABSENCE

1. Military leave will be granted in accordance with Section 243 of the Military Law.
2. Notice of military obligation will be reported by the employee to his/her immediate supervisor and the Vice-President of Academic Affairs as soon as orders for military duty are received. Verification of orders may be required.

#### 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. In order to receive reimbursement for mileage at the rates provided for herein and for travel expense incurred by attendance at conventions, meetings of associations or organization work related activity and, such attendance must have been previously authorized by the Chair/Director/Supervisor. Such expenses must be listed on a SUNY BCC travel form 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. Meals can only be reimbursed with an overnight stay otherwise the meal becomes a taxable benefit per the IRS.

3. If a faculty member chooses to use 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 college business location and back home again. The above shall not apply to faculty whose regular work assignment is other than the SUNY Broome main campus nor shall it apply to work conducted as overload.
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. Submission of the signed and completed travel voucher for mileage to the Finance Office for petty cash transactions shall be reimbursed immediately to the faculty member. Other reimbursements resulting from travel on College business shall be paid to the faculty member in the next two weeks upon submission to the Finance Office.
5. All College employees traveling on College business, must have authorization to do so, even though passengers in the car cannot 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. The mileage rate shall be the maximum allowable from the IRS for each mile driven.
7. Reasonable and customary charges for room accommodations shall be allowed. Tips for lodging shall be allowed at the rate of up to three dollars (\$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. 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.
8. Emergency repair work will not be authorized on the College rental cars while out of the County.
9. 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.
10. With the availability of cell phones, e-mail and texting, long-distance telephone calls on official business will be allowed if required.

ARTICLE 22 – LIFE INSURANCE

Any full-time employee covered by this Agreement shall be entitled to coverage for an amount of \$5,000 in the Broome County Group Life Insurance Plan presently in existence.

The Employer agrees to pay the premium for such Group Life Insurance Plan.

ARTICLE 23 – HEALTH INSURANCE

1. For the period September 1, 2021 through August 31, 2025, 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 January 1, 2023, for all full-time regular and full-time adjunct employees, the Employer will pay 83% of the full premium and 83% of the full premium for coverage of their dependents.
3. Effective September 1, 2023, for all full-time regular and full-time adjunct employees, the Employer will pay 82.5% of the full premium and 82.5% of the full premium for coverage of their dependents.
4. Effective September 1, 1987 the major medical limits of the Broome County Health Plan (so referenced in #1 above) shall be \$100,000 per year, and \$500,000 per lifetime.

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 February of 2013 and thereafter in January of each calendar year, a flat payment of \$1,025 will be paid to each employee who chooses this opt-out for each calendar year that the employee is eligible for coverage but does not elect to participate in the health plan.

The eligible employee must submit written notice annually to the College waiving or opting out of health insurance coverage. Changes in health plan participation become effective January 1 of the calendar year immediately following the open enrollment period in which an employee elects to change.

Effective September 1, 2012, prescription card co-pays per prescription shall be as follows:

Generic drug	\$5.00
Generic drug not available	\$5.00
Brand name drug	\$20.00
Mail order maintenance	\$0

5. 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 four consecutive semesters excluding summer and winter terms. 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 June 1, 2018, shall be defined as continuously employed instructional adjuncts. Continuously employed non-classroom part-time adjuncts are defined as those who have worked at least four consecutive semesters, excluding summer and winter terms, for at least 20 hours per week, prior to June 1, 2018.

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

<u>Years of Service</u>	<u>Employer Contribution to Total Premium</u>
0-5	5%
6-10	10%
<u>11-15</u>	15%
<u>16-20</u>	20%
<u>21 or more</u>	25%

Part-time adjuncts are responsible for their share of the premium.

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 1, 1979, retiree health insurance eligibility shall be effective after 10 years of service. For employees hired on or after September 1, 2023, retiree health insurance eligibility shall be effective after 15 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 on the date of retirement including co-payments and deductibles and shall not change for the duration of said retirement unless provided for herein.

Effective September 1, 2017, upon retirement, the dollar amount of the faculty member's health insurance option shall be recorded, which shall be no less than the employee health insurance contribution in effect as of August 30, 2021. This dollar amount shall be used for calculating employer/retiree contribution limits. For example, if a faculty member's health insurance option upon retirement equals \$10,000, this amount shall be used to calculate all future retiree/employer contributions in perpetuity.



Example:

	Premium	Employer/Retiree Contributions	Retiree
Retiree -	\$10,000 *0.16 =	\$1,600 annual retiree payment	College
College -	\$10,000 *0.84 =	\$8,400 annual College payment	

If the total premium amount changes due to change in life circumstances (i.e., attaining Medicare eligibility, change from family to individual plan, etc.), the new total dollar amount of the new plan shall be recorded and maintained by the College and shared with the retiree at least two weeks prior to any change going into effect.

The employer may increase the retiree premium contribution \$150 for an individual plan and \$300 for a family plan over the course of retirement.

7. A full-time adjunct who carries a load of twelve credit hours, fifteen contact hours or who works a 30-hour work week or more for four consecutive months shall be eligible for insurance coverage as in section 2, 3, and 4 above. It will be the responsibility of the employee to request health insurance coverage through the College when he/she becomes eligible for this benefit.

The federal Affordable Care Act requires employers with 50 or more full-time equivalent employees to offer health insurance coverage to its' employees who work 30 or more hours per week, and requires colleges to use a reasonable method to determine full-time status for its' teaching adjuncts.

The IRS released a rule concerning treatment of adjunct faculty under the Affordable Care Act on February 24, 2014, requiring colleges to use a reasonable method to determine full-time status for teaching adjuncts, and defined one reasonable method as each credit hour of instruction converting to (2.25) clock hours and, separately, an hour of service per week for each additional hour outside of the classroom the faculty member spends performing duties he or she is required to perform, such as office hours or attendance at faculty meetings. The IRS rule stated that institutions may use the method at least through the end of 2015, and also stated that if any future guidance modifies an employer's ability to rely on this method, the period of reliance will not end earlier than January 1 of the calendar year beginning at least 6 months after the date of issuance of the guidance to provide employers with sufficient time to make necessary adjustments.

The conversion formula from credit to clock hours recommended by the IRS has been agreed upon as reasonable by a team comprised of college and faculty leadership.

A reasonable formula is also needed to convert contact instruction hours to clock hours (primarily associated with laboratory courses) and a team comprised of college and faculty association leadership has agreed that a conversion formula based upon a combination of the full-time teaching contact hour load as defined in the faculty bargaining unit contract and the standard full-time faculty work week

used to earn and use sick time (35 hours) divided by contractual midpoint of the full-time faculty teaching contact hour range (15-19 hour range, midpoint 17) converts 1 contact hour equal to 2.06 clock hours.

Some adjunct faculty are eligible for health insurance under the bargaining unit contract, and this conversion formula is not intended to reduce the number eligible for coverage under that Article. The conversion formula is intended for use only in determining adjunct instructor eligibility for health care benefits and is not intended to alter any of the faculty loading ranges defined in the bargaining unit contract.

The Faculty Association agrees to review with the College the implementation of this Agreement on an annual basis or in the event of further guidance from the Internal Revenue Service.

8. The Faculty Association agrees to take part in a county-wide labor-management committee to review the current health insurance protection plan and to reopen the contract on this issue if all of the other County bargaining units agree to also.
9. The Faculty Association agrees to health insurance deductibles of \$125.00 per person and \$375.00 per family.
10. 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 (1) 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.
11. 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 24 – RETIREMENT

The Employer shall continue maintaining the retirement programs of the New York State Teachers' Retirement System (TRS) and the New York State Employees' Retirement System (ERS). In addition, the Employer shall make available to employees covered under this Agreement, the State University of New York (SUNY) Optional Retirement Program (ORP) including Teachers' Insurance and Annuity Association and the College Retirement Equity Fund (TIAA-CREF) and the available alternate investment providers (currently ING, and Core Bridge Financial, formerly AIG VALIC).

An employee covered under this Agreement must elect to participate in only one of the aforesaid retirement programs to which the Employer will contribute. The parties agree that the Employer is required under this Agreement to contribute to only one of the retirement programs.

## ARTICLE 25 – LIABILITY PROTECTION

The Employer shall provide comprehensive public liability protection in an amount not less than \$100,000.00 for each employee covered under this Agreement while acting within the scope of his/her duties.

## ARTICLE 26 – DUES DEDUCTIONS & PAYROLL DEDUCTIONS

The Employer will deduct from the wages of employees represented by the Faculty Association from whom it has received written authorization to do so, the required amount of membership dues and other authorized deductions. All amounts deducted by the Employer in accordance with this Article will be remitted to the Faculty Association on a regular monthly basis. The revocation rights of an employee relating to payroll deductions are recognized by the Faculty Association under this Agreement in accordance with applicable New York State Law. Payroll deductions will be available for any of the following if requested by the employee in writing on appropriate form:

1. Fiduciary Agent – In accordance with SUNY regulations to comply with IRS Code for voluntary savings plans, effective January 1, 2009, authorized insurers and investment companies available to community college employees through SUNY's plan are limited to TIAA-CREF, Core Bridge Financial, formerly AIG VALIC, ING, and Fidelity.
2. G.H.S. Federal Credit Union
3. Tax Sheltered Annuity
4. United Way
5. The Employer and the Association agree to furnish to each other any information needed by either of them to fulfill the provisions of this Article.

It is understood and agreed that the provisions of this Article shall be subject to the requirements of applicable law. The Union agrees to indemnify and save the Employer harmless from any and all claims, suits, judgments, attachments and from any other form of liability arising out of or resulting from any deduction from wages made in accordance with this Article.

## ARTICLE 27 – TERMINATION OF PAY

Members covered by this Agreement, whose employment is terminated or who resign with proper notice (which shall be a minimum of two weeks), shall receive monies equal to the difference between salary paid and money earned which has accumulated to the effective date of termination or resignation.

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.

1. Effective September 1, 2021, returning full-time regular unit members on the payroll will receive a \$1,700 general wage increase added to their base salary.
2. Effective September 1, 2022, returning full-time regular unit members on the payroll will receive a \$1,950 general wage increase added to their base salary.
3. Effective September 1, 2023, returning full-time regular unit members on the payroll will receive a \$2,100 general wage increase added to their base salary.
4. Effective September 1, 2024, returning full-time regular unit members on the payroll will receive a \$2,200 general wage increase added to their base salary.
5. A lump sum annual payment that is not added to the base salary shall be paid no later than the second paycheck in January of each year to bargaining unit members with on-going appointment to full-time regular positions, as follows:

A flat dollar amount per employee shall be paid annually in January calculated as follows:

\$180,000 less the amount payable as FA early retirement to bargaining unit employees (under Article 47 of the FA contract) through the end of the calendar year (December 31st), divided by the number of employees with on-going appointments to full-time regular positions.

6. Effective September 1, 2021, each adjunct teaching professional employee will be paid in accordance with the following:

Level I (part-time)	<u>\$1,154.17</u> <u>\$1,009.81</u>	per lecture hour per semester per laboratory hour per semester
Level I (full-time)	<u>\$1,374.27</u> <u>\$1,201.32</u>	per lecture hour per semester per laboratory hour per semester
Level II (part-time)	<u>\$1,346.48</u> <u>\$1,202.26</u>	per lecture hour per semester per laboratory hour per semester
Level II (full-time)	<u>\$1,631.81</u> <u>\$1,461.84</u>	per lecture hour per semester per laboratory hour per semester
Level III (part-time)	<u>\$1,372.99</u> <u>\$1,225.60</u>	per lecture hour per semester per laboratory hour per semester

Level III (full-time)	<u>\$1,663.50</u>	per lecture hour per semester
	<u>\$1,490.22</u>	per laboratory hour per semester

Effective September 1, 2022, each adjunct teaching professional employee will be paid in accordance with the following:

Level I (part-time)	<u>\$1,188.80</u>	per lecture hour per semester
	<u>\$1,040.10</u>	per laboratory hour per semester
Level I (full-time)	<u>\$1,415.50</u>	per lecture hour per semester
	<u>\$1,237.36</u>	per laboratory hour per semester
Level II (part-time)	<u>\$1,386.87</u>	per lecture hour per semester
	<u>\$1,238.33</u>	per laboratory hour per semester
Level II (full-time)	<u>\$1,680.76</u>	per lecture hour per semester
	<u>\$1,505.70</u>	per laboratory hour per semester
Level III (part-time)	<u>\$1,414.18</u>	per lecture hour per semester
	<u>\$1,262.37</u>	per laboratory hour per semester
Level III (full-time)	<u>\$1,713.41</u>	per lecture hour per semester
	<u>\$1,534.93</u>	per laboratory hour per semester

Effective September 1, 2023, each adjunct teaching professional employee will be paid in accordance with the following:

Level I (part-time)	<u>\$1,227.44</u>	per lecture hour per semester
	<u>\$1,073.90</u>	per laboratory hour per semester
Level I (full-time)	<u>\$1,461.50</u>	per lecture hour per semester
	<u>\$1,277.57</u>	per laboratory hour per semester
Level II (part-time)	<u>\$1,431.94</u>	per lecture hour per semester
	<u>\$1,278.58</u>	per laboratory hour per semester
Level II (full-time)	<u>\$1,735.38</u>	per lecture hour per semester
	<u>\$1,554.64</u>	per laboratory hour per semester
Level III (part-time)	<u>\$1,460.14</u>	per lecture hour per semester
	<u>\$1,303.40</u>	per laboratory hour per semester

Level III (full-time)	<u>\$1,769.10</u>	per lecture hour per semester
	<u>\$1,584.82</u>	per laboratory hour per semester

Effective September 1, 2024, each adjunct teaching professional employee will be paid in accordance with the following:

<u>Level I (part-time)</u>	<u>\$1,267.33</u>	<u>per lecture hour per semester</u>
	<u>\$1,108.80</u>	<u>per laboratory hour per semester</u>
<u>Level I (full-time)</u>	<u>\$1,509.00</u>	<u>per lecture hour per semester</u>
	<u>\$1,319.09</u>	<u>per laboratory hour per semester</u>
<u>Level II (part-time)</u>	<u>\$1,478.48</u>	<u>per lecture hour per semester</u>
	<u>\$1,320.13</u>	<u>per laboratory hour per semester</u>
<u>Level II (full-time)</u>	<u>\$1,791.78</u>	<u>per lecture hour per semester</u>
	<u>\$1,605.17</u>	<u>per laboratory hour per semester</u>
<u>Level III (part-time)</u>	<u>\$1,507.59</u>	<u>per lecture hour per semester</u>
	<u>\$1,345.76</u>	<u>per laboratory hour per semester</u>
<u>Level III (full-time)</u>	<u>\$1,826.60</u>	<u>per lecture hour per semester</u>
	<u>\$1,636.33</u>	<u>per laboratory hour per semester</u>

7. Level I is the starting rate. Instructors will move to Level II after completing three years of instruction of at least 2 semesters per year or the equivalent thereof. Instructors will move to Level III after completing six years of instruction of at least two semesters per year or the equivalent thereof. Examples: One semester each year for six years; Fall and Spring semesters for 3 years; Fall or Spring and Summer or Winter semester for 3 years. An individual loses any accumulation of semesters if he/she does not teach for a two-year period.
8. Course compensation is for all services related to the course assignment, including preparation time, final exam, availability to meet with students if they request at a mutually agreeable time, attendance at one department meeting per semester if required by the chairperson (meeting will be in the evening if it is an evening course), and all necessary and required reports of student attendance, grades, etc.
9. Members of the bargaining unit whom the parties have agreed shall perform duties beyond the work here defined in Article 19 of the Agreement shall receive additional salary as computed as follows: Employees changed to a 12-month status shall have an additional 20% increase in salary to their base salary (and vacation, holidays and leave accrual shall be consistent with the policies applied to the administrators at the College).

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 thirty (30) hours at a per diem rate based on 1/200 of their base salary. Exceptions to the rate are as follows:
- A. Work associated with grant-funded responsibilities shall be compensated at a rate appropriate to the work to be performed as determined by the Faculty Association and the College.
  - B. Work associated with intake advisement and registration, whether group or individual nature, will be compensated at an hourly rate for a minimum of a four-hour work period as follows: \$29.08 for 2021-2022; \$29.81 for 2022-2023; \$30.56 for 2023-2024; \$31.32 for 2024-2025.
  - C. Academic program coordinators will be compensated at an hourly rate as follows: \$29.08 for 2021-2022; \$29.81 for 2022-2023; \$30.56 for 2023-2024; \$31.32 for 2024-2025.
  - D. Chairs and coordinators may request appropriate hours for summer chair duties and academic advising (whether intake or otherwise) by applying to their division Dean. Chair/coordinator duties performed at the compensated per diem rate may include both related departmental responsibilities and student advisement. Each Dean will work with his/her chairs and coordinators to determine and coordinate hours and distribute the allocated funds available for these purposes.

In determining the distribution of allocated funds available to provide summer chair/coordination duties and student advisement, each Dean may utilize total monies based upon the per diem allocation provided by the administration combined with additional monies based on a reasonable estimate of advisory load at the hourly rate specified herein as approved by the VPAA.

The above arrangement is contingent in all cases upon each division Dean's establishment of a coordinated plan for the delivery of advisement services in conjunction with the VPAA. Such plan must ensure the availability of walk-in advising services either within the department/division or within the Academic Advising for students with majors within the respective department/division.

Further, temporary help employed to provide advisement will be required to have a minimum of a bachelor's degree.

11. Minimum hourly rates were established for listed temporary, part-time positions as follows:

<u>Title</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>
Assistant Librarian	<u>\$38.81</u>	<u>\$39.78</u>	<u>\$40.77</u>	<u>\$41.79</u>
Assistant Counselor	<u>\$38.81</u>	<u>\$39.78</u>	<u>\$40.77</u>	<u>\$41.79</u>
Clinical Instructor	<u>\$35.02</u>	<u>\$35.90</u>	<u>\$36.80</u>	<u>\$37.72</u>
Clinical Lab Assistant	<u>\$21.94</u>	<u>\$22.49</u>	<u>\$23.05</u>	<u>\$23.63</u>
Multi Media Lab Instructor	<u>\$21.77</u>	<u>\$22.31</u>	<u>\$22.87</u>	<u>\$23.44</u>
Test Administrator	<u>\$18.36</u>	<u>\$18.82</u>	<u>\$19.29</u>	<u>\$19.77</u>
Tutor (Non-Peer)	<u>\$12.98</u>	<u>\$13.30</u>	<u>\$13.63</u>	<u>\$13.97</u>
Writing Sample Evaluator	<u>\$21.65</u>	<u>\$22.19</u>	<u>\$22.74</u>	<u>\$23.31</u>
Nurse	<u>\$34.60</u>	<u>\$35.47</u>	<u>\$36.36</u>	<u>\$37.27</u>
Interpreter for the Deaf	<u>\$34.56</u>	<u>\$35.42</u>	<u>\$36.31</u>	<u>\$37.22</u>
Accompanist	<u>\$31.53</u>	<u>\$32.32</u>	<u>\$33.13</u>	<u>\$33.96</u>
Media Technician	<u>\$19.30</u>	<u>\$19.78</u>	<u>\$20.27</u>	<u>\$20.78</u>
Lab Technician	<u>\$22.91</u>	<u>\$23.48</u>	<u>\$24.07</u>	<u>\$24.67</u>

12. The College will maintain the flexible spending plan. Such plan will carry no fee cost to the faculty. The plan will cover unreimbursed dependent care costs, unreimbursed medical expenses, as well as health, disability, and life insurance premiums as allowed under Section 125 of the Internal Revenue Service regulations. The College will use the maximum amounts for salary redirection allowable under IRS regulations for eligible unreimbursed medical expenses and dependent care expenses.

13. Regular non-classroom faculty shall receive flex time, compensatory time, or payment for performing assigned duties when authorized in advance to work beyond their normal work day or work week (35-37.5 hours). When the regular work week is not exceeded but the work day hours are exceeded, those hours are subject to flex-time. The flex-time hours will reduce an equivalent number of hours for the faculty member on other days that week. No flex, compensatory time or payment shall be granted for hours worked unless prior approval has been received from the appropriate Dean, Associate Vice President, Vice President, executive staff member or other designated supervisor authorized by the President of the College.

Employees shall be given at least two weeks' notice by the College management when their regular work schedule is subject to change due to demands of the College calendar or need for additional work beyond their normal work day or work week, unless an emergency situation necessitates less notification. Emergency situations emerge from unforeseen circumstances and shall be agreed to by the President of the College and the Faculty Association.



The faculty member shall first receive 1 hour of flex time wherever possible for each extra hour worked, then hour-for-hour compensatory time as the second priority for required extended hours up to 15 hours of accumulated compensatory time. For compensatory time accrued, every effort should be made to use compensatory time within 20 working days of accumulation.

If the maximum of 15 hours of compensatory time is reached, thereafter a \$28 payment for each hour worked over their normal work day or work week becomes an option when agreed to by the non-classroom faculty member. The faculty member shall receive 1.5 hours of compensatory time or \$42 per hour for each hour worked over their normal work day or work week if the hours are worked on a Saturday, Sunday, or a holiday.

Flex time, then compensatory time shall be the priority choice whenever possible and shall be scheduled as mutually agreed upon between the faculty member and supervisor and approved by the appropriate executive staff member or management supervisor listed above.

Up to 15 hours of compensatory time may be carried from month to month at the election of the faculty member, with additional carrying hours possible with approval by the appropriate executive staff member or supervisor listed above and the employee.

If the faculty member is carrying the maximum of 15 hours of compensatory time and additional work is assigned beyond the regular work day or week, it will be paid rather than added to compensatory balances unless the Faculty member desires to add to his or her compensatory time balance.

Once a non-classroom faculty member has determined whether they desire to carry a comp time balance beyond 15 hours, appropriate payment for those required hours beyond the 15 compensatory hours carried shall be made no later than the second regular pay period following the additional hours worked.

14. All regular employees who are requested and agree to perform work related to MOOC's (Massive Open On-line Courses) shall be compensated at a per diem rate based on 1/200 of their base salary. Prior approval to perform work related to MOOC's and for the number of compensation hours shall be given by the Dean/AVP.

#### ARTICLE 29 – LONGEVITY SERVICE PAY

1. Effective September 1, 1984, the longevity system shall be as follows:

Continuous Years of Service	Annual Amount
5 to 9	\$300
10 to 14	\$600
15 to 19	\$900
20 to R	\$1,200

Payments will be made on or about November 1st each year for those employees who have completed the necessary amount of years in that calendar year. The payment shall be part of the regular paycheck, and a payroll factor shall be used for tax purposes.

The above longevity shall apply to full-time regular employees and full-time adjuncts shall receive longevity service credit for continuous full-time service with no breaks.

2. The longevity payment provided for in this Article shall be in addition to any normal salary adjustment negotiated. Such payment shall become payable commencing with the first full pay period following the completion of the years of service required.
3. An authorized absence (except sabbatical leave) without pay of one year or less shall not result in an interruption of said years of continuous service but shall in no event be used in computation of the said years of continuous service as set forth above.

#### ARTICLE 30 – MISCELLANEOUS BENEFITS

1. Physicals, x-rays and immunization.
  - A. Physical examinations required by law shall be paid for by the College and shall be administered by the physician(s) employed by the College, or any physician chosen by the employee at the College rate.
  - B. The Employer shall arrange to provide free flu shots in October to all professional staff who desire them.

#### ARTICLE 31 – DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 2021 and shall continue in effect until August 31, 2025.

#### ARTICLE 32 – REOPENING NEGOTIATIONS

Except as specifically provided to the contrary, this Agreement shall be effective September 1, 2021, after ratification by members of the Negotiating Unit represented by the Faculty Association and the Employer and continue in full force and effect until the 31st day of August, 2025.

One party shall notify the other, in writing, no sooner than January 1, but prior to January 31, that it wishes to modify this Agreement. In such cases, negotiations shall commence within fifteen (15) days from such date of notification.

## ARTICLE 33 – TAX SHELTER PROGRAM

Pursuant to Article 8C of the Education Law of the State of New York and subject to the prior approval of the Board of Trustees of the State University and the prior approval of the Commissioner of the Internal Revenue Service, employer agrees to continue the Special Annuity Program for employees electing to enter into an agreement with employer for the reduction of their annual salaries for the purpose of purchasing annuity contracts.

## ARTICLE 34 – LABOR-MANAGEMENT COMMITTEE

There shall be established an Ad Hoc Committee, the composition of which shall be mutually agreed upon by the parties, which shall meet to discuss problems arising on campus. This Committee shall concern itself with matters attendant to labor-management issues.

The VPAA will convene a Labor-Management Committee to discuss chairperson duties and responsibilities.

## ARTICLE 35 – APPOINTMENT OF ACADEMIC STAFF

### A. Types of Appointment

1. Initial Appointment – An initial appointment shall be an appointment to the academic staff for a period of one year which shall expire at the end of that period. There shall be an additional one-year Initial Appointment following the First Initial Appointment. If the starting date of the initial appointment is after September 1, this initial appointment will be for the balance of the year to August 31 and for the succeeding year. All persons appointed to the academic staff -- except those appointed for temporary or part-time service -- shall first be given an initial appointment.
2. Term Appointment – Reappointment at the end of the second Initial Appointment shall be a term appointment for a period of two years and shall expire at the end of that period unless terminated earlier. A term appointment may be extended by agreement between the department and the Vice-President for the specific purpose of satisfying any degree requirement as may be established by the Board of Trustees.
3. Continuing Appointment – Reappointment at the end of a term appointment shall be a continuing appointment. It shall be granted, for an indefinite period, not be affected by changes in rank and continue until terminated in accordance with Article 45.
4. All new full-time faculty shall attend and participate in an academic orientation. This program will include, but not limited to: pedagogy, academic processes and policies, on-line teaching, classroom management, ADA compliance issues, and assessment techniques.

5. Temporary Appointment – A temporary appointment shall be an appointment to the academic staff for a temporary, unspecified period which may be terminated at any time. A full-time temporary appointment shall not exceed a period of two academic years.

Full-time temporary Instructional and/or Non-Instructional faculty member shall be notified minimally ninety (90) days prior to conclusion of a two (2) year temporary appointment that position may be searched; reduced to part-time hours; or terminated. If approved to search, incumbent, in concluding appointment, who has been evaluated satisfactorily and meets the qualifications of the position shall be granted an interview during the search to fill the position. Such interview guarantee shall not entitle the applicant to the vacant position nor to any consideration other than an interview as outlined above.

In the event that the full-time temporary faculty member is hired to the academic staff as a result of the search process, the following retroactive service credit shall apply:

- a. The new hire with one (1) year of full-time temporary service will receive appointment at the Initial II level, and
- b. The new hire with two (2) years of full-time temporary service will receive a term appointment. If the faculty member chooses, they can start the appointment process at the Initial I level.

For the purpose of hiring part-time and/or temporary personnel, department chairpersons along with the review and approval of the Academic Dean shall base employment requirements on a combination of minimum educational qualifications as per the job description, in addition to work experience and/or training that meets the need of the department.

Full-time tenure track work experience requirements shall not be applied to part-time faculty appointments, although minimum educational requirements must be met.

6. Department Chairs – Are appointed by the President for terms of up to three years. The Department members shall forward to the administration the name(s) of the department member they wish to recommend to serve as chair.

#### B. Appointing Authority

1. Initial, Term and Temporary Appointments to the academic staff shall be made by the President, who shall report all such appointments to the Board of Trustees. The President shall consult members of the department (if available) before making recommendations for initial appointment.

2. Continuing Appointments to the academic staff shall be made by the Board of Trustees upon the recommendation of the President. The President shall consult members of the department (if available) according to the Evaluation Article, before making such recommendation.

C. Notices

1. Appointments, reappointments and changes in status. The President or his/her designee shall notify members of the academic staff promptly, in writing, of their appointments, reappointments, promotions, changes in status, transfer, or other changes in the terms or conditions of their positions.

Effective for the fall, 2016 semester:

Decisions made not to reappoint a continuously employed instructional adjunct faculty member shall not be made in any manner deemed to be arbitrary or capricious. Decisions shall be made based upon course availability and satisfactory evaluation, or extenuating circumstances to be delineated by the department chair, dean, and/or VPAA.

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.

Instructional adjuncts not reappointed due to enrollment and academic program concerns are non-grievable college management decisions and are not covered by this Article. Notification to adjunct faculty in these circumstances will be made as soon as possible.

Additional areas where management has a non-grievable right to reappoint an instructional adjunct include concerns related (but not limited) to:

- Employee safety
- Safety of campus community
- Title IX complaints
- Discrimination and EEOC complaints
- Fitness for duty
- Accusations of employee wrongdoing such as criminal activity
- Violation of College policies including but not limited to Workplace Violence or Alcohol/Drug Abuse

In the event an investigation shows that the concerns were unfounded, the adjunct shall be reinstated with no break in service.

Prior written notice of intention not to reappoint continuous instructional adjuncts shall include clearly stated and articulated reasons for the action taken and shall be given to continuously employed instructional adjuncts at least 8 weeks before the semester starts where possible by the department chairperson.

If a continuously employed instructional adjunct faculty member alleges that the decision not to reappoint them was made in an arbitrary or capricious way, the following shall occur:

- a) They may request a meeting with the respective Faculty Chairperson and/or VPAA and Faculty Association representative, this meeting shall occur within 14 calendar days.
  - b) If the concern is not resolved to the adjunct faculty member's satisfaction, an appeals committee will be formed to render a final and binding decision. The committee will include the Faculty Association Vice-President or designee and the VPAA or designee. They will render a consensus agreement within 14 calendar days. If consensus agreement is not reached on appeal, the decision falls to the College President and is final.
2. Term Appointments – The President or his/her designee shall notify, in writing, members of the academic staff holding initial appointment whether or not they will be granted term appointments. Such notices shall be given as far in advance as feasible and ordinarily not later than March 1 of the applicable academic year.
  3. Continuing Appointments – The President or his/her designee shall notify, in writing, members of the academic staff holding term appointments whether or not they will be granted continuing appointments. Such notices shall be given as far in advance as feasible as and ordinarily not later than six months preceding the expiration of their term appointment.
  4. Adjunct Appointments – The President or his/her designee shall notify in writing, members of the academic staff holding adjunct appointments, of any changes in status or load assignments as far in advance as feasible.

Full-time adjunct appointments will have priority in adjunct departmental loading where part-time faculty load exists. However, if termination occurs, reasons shall then be stated in writing to the faculty member by the Division AVP/Dean.

## D Procedure

1. Initial Appointment Searches – In the recruitment and appointment of ranked or professional faculty, the Chair/Director/Supervisor of the Department shall convene either a ranked faculty search committee or a

professional faculty search committee. Each committee shall include a campus representative appointed by the President. All ranked and professional faculty with continuing appointment are entitled to serve on committees for which they are eligible and are obligated to serve on a reasonable number of such committees.

In Departments where no member has continuing appointment, the committee shall consist of the Chair/Director/Supervisor, president's appointee, and at least three other faculty members who have continuing appointment and perspectives on the search. These faculty members shall be chosen by the Chair and the Dean. At least one faculty member of the committee must have rank and continuing appointment from the sponsoring Division. Only those with continuing appointment may vote on committee decisions, but Search Committees may seek the advice of others from the department/division, and such testimony will be included in the committee's report. The Search Committee will submit its recommendation to the Dean/Vice President for subsequent forwarding through administrative channels.

The President shall review the recommendations of The Department Search Committee before making recommendations for Initial Appointment.

Adjuncts who have been employed for at least the last four consecutive semesters, excluding summer, in the Department where the vacancy exists, who apply for that position in accordance with the normal process and who have been evaluated satisfactorily, shall be granted an interview during the search to fill that position. Such interview guarantee shall not entitle the applicant to the vacant position, nor to any consideration other than an interview as outlined above.

## 2. Initial, Term and Continuing Appointment

- a. Each ranked faculty member with Initial or Term Appointment will meet at the start of each academic year with the Chair/Director/Supervisor, and two ranked and tenured faculty from her/his Department to draw up or review and, if necessary, revise the Professional Development Plan. For ranked faculty, the plan will focus exclusively upon teaching and related professional growth. For non-classroom faculty, the plan will focus on professional expertise and development. Professional faculty in Information Technology will meet with two tenured faculty from her/his Department/Division to draw up or review and, if necessary, revise the Professional Development Plan. Other professional (non-ranked) faculty including Academic Advisors will use tenured professional (non-ranked) faculty from their respective Departments/Divisions to serve on their Professional Development Mentoring Committee. Should the

requisite number not be available in a Department/Division, they may draw from all Departments/Divisions on campus.

The plan will be reviewed and amended as necessary after each change in appointment and until continuing appointment is granted. The plan will be forwarded to the Dean for review and comment and amended as necessary.

The faculty members of the Professional Development Mentoring Committee will be appointed by the Chair/Director/Supervisor after consultation with the junior faculty member and with the approval of the Dean/Vice President. Efforts will be made by the Chair/Director/Supervisor to vary faculty mentors on the Committee through initial and term appointment stages. In the case of ranked faculty, if two ranked and tenured faculty are not available within the Department, one member of the Committee without continuing appointment but holding rank, may serve. The other member must be a ranked and tenured member of another Department within the faculty member's Division. The exception will be as noted above with the professional (non-ranked) faculty and with those in the Information Technology Department/Division, the Instructional Designer, Senior Instructional Designer and Academic Advisors. Those faculty can use tenured professional (non-ranked) faculty from the Department/Division. Should the requisite number not be available in the Department/Division, the professional (non-ranked) faculty member may draw from all Departments/Divisions on campus.

The candidate's Professional Development Mentoring Committee shall file a report on the candidate's performance relative to the plan to the Promotion and Appointment Committee.

- b. The Chair/Director/Supervisor will convene the Department Promotion and Appointment Committee. The Chair/Director/Supervisor shall not be a member of this Committee. Where departments have fewer than five members with rank and continuing appointment, the Dean/Vice President, upon the recommendation of the Chair/Director, will appoint the requisite number of ranked faculty on continuing appointment from the Division. The Committee will solicit a voluntary, written opinion on the candidate(s) from ranked faculty not on continuing appointment and professional faculty.

The Promotion and Appointment Committee shall evaluate candidates as per Article 40-C and submit a written recommendation to the Chair/Director/Supervisor, who shall forward his/her recommendation, together with the Committee's recommendation, to



the Dean/Vice President. The Dean will forward all documents, along with his/her recommendation, to the appropriate VP.

For Term Appointments, the appropriate Vice President sends a recommendation on the candidate to the President. The President notifies the candidate of the decision and also notifies the Board of Trustees. For Continuing Appointments, the appropriate Vice President sends a recommendation on the candidate to the President. The President notifies the candidate and the Board of Trustees of her/his recommendation. The Board of Trustees notifies the candidate of the appointment decision.

All evaluators will base their recommendations on criteria set out in Article 40-C.

- c. The Promotion and Appointment Committee for faculty transferring from a Department into an academic Division shall consist of the College President's appointee, two professional faculty members with continuing appointment, and two faculty members from the academic Division, both having rank, and at least one with Continuing Appointment.

The Dean will appoint the committee members with the approval of the VPAA, the Committee will submit its recommendation with respect to Continuing Appointment, to the Dean with subsequent forwarding to the VPAA.

If the recommendation for transferring the faculty member's Continuing Appointment is approved by the President or his/her designee, the P&A committee will serve as the committee for subsequent evaluation according to the contractual evaluation process.

If transferring the faculty member's Continuing Appointment is not recommended, the length of the term appointment shall be set by the President or his/her designee, to be less than two years. The P&A committee will serve as the committee for subsequent evaluation following the contractual evaluation process for term appointment.

Upon approval by the President or his/her designee of Continuing Appointment, the P&A committee will serve as the committee for subsequent evaluation according to the contractual evaluation process.

3. Chairperson Selections – The Department Chair Selection Committee (DCS), composed of all ranked and professional faculty in the department, shall forward to the dean/director, following a secret ballot, the names of the department member(s) they wish to recommend to serve as chair.

## ARTICLE 36 – PROMOTIONS

### A Faculty Procedures for Academic Ranked Faculty (F3, F4 and F6)

Each faculty member who chooses to stand for promotion must have continuing appointment, or may stand for promotion in the year he/she stands for continuing appointment. The faculty member seeking promotion must submit an Application for Promotion, along with a three-year Professional Development Plan approved by the appropriate Professional Development Mentoring Committee (PDMC) and the Division AVP/Dean/Director or VPAA/Vice President and sequentially followed throughout the three-year period prior to the final year of application.

1. Initiation – Faculty will submit to the Department Chair/Supervisor and the AVP/Dean/VPAA/Vice President a completed Application for Promotion at least three years prior to standing for promotion per the College calendar. Faculty will initiate promotion applications early in the fall semester of the first year of their PDP by submission of the completed Application for Promotion.
2. Professional Development Plan – The Professional Development Plan will be drawn up by the candidate with the active assistance of the Professional Development Mentoring Committee with the department Chair/Director and the Division AVP/Dean/VPAA/Vice President. The professional development plan is intended to be a vital document that is amenable to change and modification. Changes to the document require the approval of the Committee, the Chair/Director and the AVP/Dean/VPAA/Vice President.

The Professional Development Plan will focus upon the following general areas: teaching effectiveness, personal professional development, and service to Department, Division, College, and community, as noted in Article 40-C.

The evaluation component of the plan will include the following requirements for all candidates:

- a) One peer evaluation each semester during the first and second years of the process. One peer evaluation in the fall semester of the third year.
- b) A minimum of one chairperson/supervisor's evaluation in each of the first and second years of the process. The chairperson's recommendation is submitted in the fall semester of the third year. If the candidate for promotion is a department chairperson, s/he will ask a department member with continuing appointment to conduct one evaluation that includes the Peer Classroom/Course Observation Reports (Parts I & II---see P & A Website) per year for each of three years. If there is no one eligible within the department,

the chair shall recruit another chair to fulfill that role. The same member need not serve in lieu of the chair each year. In the third year, the chair recommendation shall be written by any of the aforementioned individuals who have evaluated the chair by consensus (the third-year observation and the recommendation can be combined).

- c) Student evaluations for one class section each semester during the first two years, and one in the fall semester of the third year. Due to the restrictions of the current online course student evaluation program, online student evaluations for a given semester will be added to the packet as soon as they are received by the faculty.
- d) There shall be one self-evaluation per year.
- e) For evaluation of faculty teaching online courses see Article 50 – Distance Learning.

Completing the plan means completing the activities specified in an approved professional development plan, as revised and approved, over a three-year period of time. During the third year of activity under direction of the plan, the candidate shall submit appropriate documentation, including reports from her/his Professional Development Mentoring Committee, to the Department Promotion and Appointment Committee for its recommendation on the candidate's promotion. Upon completed review, the P&A Committee forwards the packet to the Chair/Director.

## 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/VPAA/Vice President. 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 Committee on Professional Evaluation (CPE) by the AVP/Dean/VPAA/Vice-President.

In cases where small departments do not have sufficient numbers to meet the minimum specified in Article 4, #14, the AVP/Dean, will develop a list of prospective Promotion and Appointment Committee members from his/her administrative area. Subsequently, the Chair/Director, in consultation with the AVP/Dean, will select the requisite number of committee members from the list. In such cases, candidates for promotion

will be allowed to exclude one Chair/Director/AVP/Dean appointee, and requests for additional exclusions will be considered by the AVP/Dean. The granting of such additional exclusions shall not be unreasonably withheld.

The VPAA shall compile an all-college list of ranked and tenured faculty who are eligible to serve on Promotion Committees. Called in alphabetic order, all eligible faculty are obliged to serve, and to the extent possible, none will serve a second time until every faculty member has served once.

2. Committee on Professional Evaluation (CPE) – Reference Article 4, #13

The Secretary of the Faculty Association will organize CPE elections in the five areas represented. Faculty with rank and continuing appointment from each of the five areas shall elect one representative to the Committee. Faculty who themselves are applying for promotion are not eligible to serve during the year their promotion materials are reviewed by the CPE.

The Committee shall make recommendations on all promotion requests for those employees covered by this Agreement. They may use all evaluation reports and materials along with recommendations of the Promotion and Appointment Committee, the Department Chairperson/Director, and AVP/Dean/VPAA/Vice President.

The Committee on Professional Evaluation shall accept the judgment of the faculty member's Professional Development Committee concerning equivalences, once the Committee on Evaluation has established appropriate guidelines.

If the CPE initially determines that they are not going to make a positive recommendation, they shall notify the candidate. Before finalizing a negative recommendation, the CPE must meet with the AVP/Dean/VPAA/Vice President, Chair/Director and the faculty on the candidate's Promotion and Appointment Committee who will explain in detail to the CPE the rationale for their recommendation(s). In turn, the CPE will explain where it finds the candidate deficient. The CPE will finalize their report by majority vote and forward same to the President.

3. Professional Development Mentoring Committee – Reference Article 4, #12

Two ranked faculty with continuing appointment from the candidate's Department are chosen by the candidate and the Department Chair/Director with the approval of the Division AVP/Dean/Director or, in the absence of an AVP/Dean/Director, the VPAA/Vice President. The candidate has the right to change faculty on the Committee once a year. (In cases where there are not two ranked and continuing faculty from the candidate's Department whom the candidate finds acceptable, these members must be solicited from within the candidate's Division.)

C Administrative Action

1. The President of the College – The President or his/her designee shall review the recommendations and the report from the CPE and forward his/her recommendations and the complete report from the Committee to the Board of Trustees. If the President does not recommend for promotion, the individual shall receive from the President a statement of reasons for such denial.
2. The Trustees of the College – The Trustees consider and act upon the recommendation of the President. An individual may appeal a promotion denial by the President in writing to the Board of Trustees prior to their action on promotion and recommendations only if the individual had been recommended by the CPE. The Trustees shall consider each written appeal and, if they also deny promotion, render a written decision to each appellant specifying their reasons.
3. Promotional Adjustments – the promotional adjustment shall be ten percent (10%) of the employee's current base salary.

D Criteria – In addition to the evaluation criteria specified in Article 40-C of this Agreement, candidates for promotion must also meet the following conditions:

1. Professional Development Plan – Individual faculty members who apply for promotion must complete and gain approval for a three-year Professional Development Plan and execute that plan successfully as guided by their PDMC over a three-year period. Plans which include equivalencies must also be approved by the President or her/his designee.
2. Credit/Credit Equivalents – Formal coursework and professional credit equivalent training approved by the candidate's Professional Development Mentoring Committee in advance of application of these equivalencies are as follows:
  - Assistant Professor: a Master's degree or higher from a regionally accredited institution certified by an accrediting agency such as the Middle States Association of Schools and Colleges. Credits beyond the thirty (30) graduate credits will be applicable to the next promotion from Assistant to Associate Professor.
  - Associate Professor: 15 graduate credits beyond a Master's degree or higher. Nine (9) of these credit hours may be equivalences certified by the faculty member's professional Development Mentoring Committee, Chair/Director and AVP/Dean/VPAA/Vice President. Credits beyond the thirty (30) graduate credits that resulted in the master's degree, not used for promotion from Assistant Professor to Associate Professor will be applicable to the next promotion from Associate Professor to Professor.

- Professor: 30 graduate credits beyond a Master’s degree. Fifteen (15) of these credit hours may be equivalences certified by the faculty member’s Professional Development Mentoring Committee, Chair/Director and AVP/Dean and VPAA/Vice President. In exceptional cases, the AVP/Dean/VPAA/Vice President, and Director and Professional Development Mentoring Committee can recommend that the President waive up to 30 graduate credit hours for promotion.

Qualifying coursework taken either before or during employment with the College shall be considered toward eligibility for promotion. Candidates intending to use credit equivalencies shall include these as part of the three- year Professional Development Plan as approved by the PDMC, the AVP/Dean/Director, and the VPAA/Vice President.

### ARTICLE 37 – TRANSFER

Each full-time faculty member who requests and is granted a transfer from one department, division, or other non-academic area to another shall be subject to the hiring procedure set forth in Article 35 (C. 1 and D. 2. C) of this Agreement. The internal transfer does not require a search. Appropriate qualifying documents will be provided by employee as requested and/or is needed by the department/division. Upon transfer, the faculty member shall begin as least senior in the new department, division or other non-academic area but maintain seniority in the old department. If said faculty member is retrenched or denied continuing appointment in the new department, division, or other non-academic area, he or she has bumping rights over members of the old department, division or other non-academic area who have fewer total years with the College.

Each faculty member who so transfers shall be granted a term or continuing appointment provided that the said faculty member is a term or continuing appointee at the time of transfer. In the case of the faculty member having continuing appointment the new department, division or other non-academic area may recommend the individual transfer his/her continuing appointment. The President or his/her designee will decide whether to grant the recommendation. If no recommendation is made, the individual will transfer without continuing appointment. In the case of a term appointment, the President or his/her designee can set the length of such term appointment less than two years. The said faculty member shall be subject to contract evaluation procedures until continuing appointment is either granted or denied.

After continuing appointment is granted, the said faculty member may return to the old department, division or other non-academic area with total years accumulated toward seniority if a vacancy exists. Said individual must submit to the transfer procedure as outlined above.

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

- A. Fourteen (14) to fifteen (15) semester credit hours shall constitute the usual range in an academic semester. Any assignment that exceeds fifteen (15) hours in a semester shall be paid overload per Section D, paragraph 2 of this Article.

In addition to teaching and other services related to the course assignment, responsibilities of professional employees shall include but not be limited to advisement, registration, office hours, committees, meetings, filing grades, attendance reports and such other duties as may be assigned by the Department Chair.

- 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 contact hours in an academic semester. 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. 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 Section D, paragraph 2 for 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 15 semester credit hours per semester or 18 contact hours per 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 Chair, Dean and/or VPAA deem it necessary. Day Overload assignment shall require the approval of the President and/or designee thereof.

Evening: Any full-time permanent faculty member who volunteers to teach an evening (after 5 p.m.) course that is above and beyond his/ her normal load shall be paid according to the schedule in item D.2 here below for that assignment. An exception will be made for the evening/weekend Nursing program. Any full-time regular faculty member in the Nursing Department who volunteers to teach part of their normal load after 5 PM will not be paid overload for that assignment. The provisions of subdivision B and C of this Article will not apply.

Exclusive of Nursing, in the case where the normal load is not assigned by the Department Chair before 5 PM, then anything assigned by the Chair after 5 PM, once load is met, must be paid overload according to the scheduled in item D.2 here below.

2. Effective September 1, 2021, overload instruction compensation per course, 15-week semester or equivalent, will be paid in accordance with the following:

Level I	<u>\$1,138.37</u> per lecture hour per semester <u>\$1,044.09</u> per laboratory hour per semester
Level II	<u>\$1,356.96</u> per lecture hour per semester <u>\$1,276.95</u> per laboratory hour per semester

Effective September 1, 2022, overload instruction compensation per course, 15-week semester or equivalent, will be paid in accordance with the following:

Level I	<u>\$1,166.83</u> per lecture hour per semester <u>\$1,070.19</u> per laboratory hour per semester
Level II	<u>\$1,390.88</u> per lecture hour per semester <u>\$1,308.87</u> per laboratory hour per semester

Effective September 1, 2023, overload instruction compensation per course, 15-week semester or equivalent, will be paid in accordance with the following:

Level I	<u>\$1,196.00</u> per lecture hour per semester <u>\$1,096.94</u> per laboratory hour per semester
Level II	<u>\$1,425.65</u> per lecture hour per semester <u>\$1,341.59</u> per laboratory hour per semester

Effective September 1, 2024, overload instruction compensation per se, 15-week semester or equivalent, will be paid in accordance with the following:

<u>Level I</u>	<u>\$1,225.90</u> per lecture hour per semester <u>\$1,124.36</u> per laboratory hour per semester
<u>Level II</u>	<u>\$1,461.29</u> per lecture hour per semester <u>\$1,375.13</u> per laboratory hour per semester

Any full-time employee who has previously taught two consecutive semesters immediately prior to the overload will be paid at Level II.

3. Payments for overload courses will be made in the regular paychecks during the semester that the course is taught.



4. In the interest of maintaining instructional quality, evening credit overload assignments are limited as follows: one (1) course including a lab for each Fall or Spring semester. Any assignment exceeding the limit shall require the approval of the President or his/her designee.
5. Members of the bargaining unit shall be advised by the chair of the proposed evening and summer credit courses for the upcoming term or semester. Individuals who are interested and qualified to perform such course assignments shall make their interests known in writing to their chair.
6. Staffing assignments shall be made by the department chairperson based upon program considerations. Priority will be given to full-time faculty within the department sponsoring the courses.
7. Full-time regular faculty presently teaching shall have the right to continue such assignment to an evening course, if qualified by virtue of academic training or professional experience and consonant with acceptable performance by the individual. Right to continue assignments extends initially to qualified full-time members of the department offering the course, secondarily to qualified full-time out-of-department faculty, whether or not the faculty members have taught the course previously (days or evenings). Determination will be made by the Department Chair. If the demand for overload assignments exceeds course availability, assignments shall be made on a rotational basis to full-time permanent department members based on the above concepts.

E. Underload:

A teaching faculty member who does not meet the minimum credit or contact hours as set forth in sub-division "A" and "B" above may be assigned with no extra compensation at the discretion of the President to teach evening courses that come within the normal workload requirements.

F. Summer and Winter Sessions:

1. a. Any faculty member who volunteers to teach a summer or winter semester course shall be paid according to the schedule items D.2 above for that assignment.
- b. In the interest of maintaining instructional quality, summer assignments are limited to one (1) course including a lab during the summer session. It is agreed that the term "course" used specifically only in the context of this section (F.1) in the case of a lab course shall mean a lecture and up to two (2) associated labs. It is agreed that summer session assignments will be limited to no more than two (2) lecture courses or the above equivalent lecture and associated lab combination which may be taught either as two (2) courses during the same term or one (1) course taught in each of two terms in the summer session. Staffing assignments

shall be made by the department chair based upon program considerations. Any summer assignment exceeding this limit shall require the approval of the President or his/her designee.

2. Full-time faculty presently teaching a summer or winter overload course shall have the right to continue such assignment to a summer or winter course, if qualified by virtue of academic training or professional experience and consonant with acceptable performance by the individual. Right to continue assignments extend initially to qualified full-time members of the department offering the course, secondarily to qualified full-time out-of-department faculty, whether or not the faculty member has taught the course previously (days, evenings, winter or summer). Determination shall be made by the Department Chair. If the demand for overload assignments exceeds course availability, assignments shall be made on a rotational basis to full-time department members based on the above (F.2) concepts.

G. Prior approval by the Dean is required before faculty make any efforts to move forward with/offer an Independent Study, Guided Study, Advanced Study, or Under Enrolled course.

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 a greater breadth and depth than would be possible in an established College course or in a course not offered at the College.

H. 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.

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.

J. No section shall be cut prior to five (5) working days to the start of the first day of classes for the fall and spring semesters only.

- K. Unit members who teach a 7-1-7 schedule shall have their contractual load per Article 38.A. or 38.B. in place 2 business days prior to the semester.

#### ARTICLE 39 – ACADEMIC AND INDIVIDUAL FREEDOM

It is the policy of the College to maintain and encourage full freedom within the law of inquiry, teaching and research. In the exercise of this freedom, the faculty member may without limitation discuss his/her own subject in the classroom; he/she may not, however, claim as his/her right the privilege of discussing in his/her classroom controversial matter which has no relation to his/her subject.

In his/her private and personal life, the faculty member has the same freedom as other citizens, as long as said actions do not adversely affect professional performance. However, in extramural utterances the employee has an obligation to indicate that he/she does not speak on behalf of the institution.

#### ARTICLE 40 – EVALUATION

##### A. Objectives

The objectives of the evaluation process of teaching and non-classroom professionals are:

1. To improve the performance of the individual being evaluated.
2. To encourage individuals to seek and use opportunities for personal growth, service to the College and students, and professional development.
3. To gather information which can be used regarding decisions relating to the promotion and retention of individuals.

This system requires that each member of the teaching and non-classroom professional staff, including adjunct faculty and department chairs, be evaluated according to the provisions of the protocols which follow.

Evaluation of non-classroom faculty shall be conducted by the Chairperson/supervisor. Classroom observation for teaching faculty shall be done at a mutually agreeable time by the Chair or his/her designee with prior knowledge of the person being evaluated. The Chairperson may delegate classroom observation only to a designee who is a department teaching faculty member with continuing appointment. Within one week following an evaluation/classroom observation, there shall be a conference between the evaluator and the person evaluated/observed. A copy of the complete evaluation form shall be given to the person evaluated/observed.

Forms currently used shall be used until such time that changes in the forms and/or their use are changed by an evaluation committee composed of equal representation from the College and the Association. Faculty with continuing

appointment are allowed to use evaluation instruments that have prior departmental approval. Original hard copies of classroom, chairperson, and peer evaluations shall be kept in the office of Human Resources. Duplicate originals shall be retained by the faculty member. These evaluations will be delivered to Human Resources at the end of each semester.

In accordance with Article 40 of the CBA, the parties agree to meet to discuss how to address the Middle States report's concerns regarding student evaluations and a recommendation put forth to the VPAA and Faculty Association President by September 1, 2023.

B. Frequency

1. Those on initial or term appointment shall be evaluated at least once each semester. Faculty on initial appointment will have a minimum of one peer and chairperson classroom observation or work performance review required each semester. Classroom faculty on Initial II appointment during the Spring semester shall retain their evaluation documents and include them with the next academic year's evaluation packet.

Faculty on the first year of term appointment will be evaluated each semester. Faculty shall retain their Spring semester evaluation documents and include them with the next academic year's evaluation packet. There is no P&A Committee report required to be sent forward in the Spring semester. The P&A committee confirms packet review with the department chair and has the option of responding to the candidate. Faculty on the second year of term appointment will be evaluated in the Fall semester. Evaluations and recommendations will be completed as to be in compliance with Article 35 C.2.

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.

3. Adjunct (teaching and non-classroom) faculty members will be evaluated by the chairperson/supervisor at least once each semester for each of their first four semesters in the department. In the case of teaching adjuncts, the chairperson may delegate classroom observation to a consenting department member with continuing appointment. After these first four

semesters, further evaluations will be done at the discretion of the department chairperson/supervisor, but at least once every two years.

### C. The Evaluation Report

The Chair/Supervisor will write a report of at least one paragraph using the following criteria generally used by academic employers at the community college level. Evaluation reports for regular teaching faculty must include each of the elements in 1 a, b, and c from the Teaching Effectiveness/Work Performance criteria listed below. Evaluation reports for regular non-classroom faculty must include the elements 1 a and b. Evidence need not be shown in every category in 2, 3, 4.

If the candidate is a department chairperson, s/he will ask a department member with continuing appointment to conduct one evaluation that includes the Peer Classroom/Course Observation Reports (Parts II & II---see P & A Website) per year for each of the years in the process that the applicant is the department chair. If there is no one eligible within the department, the chair shall recruit another chair to fulfill that role. The same member need not serve in lieu of the chair each year. In the third year, the chair recommendation shall be written by any of the aforementioned individuals who have evaluated the chair by consensus (the final year observation and the recommendation can be combined).

1. Teaching Effectiveness/Work Performance – Knowledge of subject matter/area of expertise, application of good teaching/working techniques, influence and rapport with students/faculty, staff and or student served.

a. Classroom observation or performance evaluation – Each regular teaching faculty member must have at least one classroom observation by the chair/supervisor and a peer. Peer evaluators are chosen by the teaching faculty from among teaching faculty who have taught more than four semesters. Regular teaching faculty may provide evidence of effective professional interactions with students outside of the classroom environment, e.g. by providing academic advising or mentoring support for students.

Each regular non-classroom faculty member must have at least one evaluation or work performance by the chair/supervisor and a peer. Peer evaluators are chosen by non-classroom faculty from among non-classroom faculty who have worked in the department more than two years.

Each teaching adjunct must have a classroom observation by the chair/supervisor. Each non-classroom adjunct must have a performance evaluation by the chair/supervisor.

b. Self-evaluation

- c. Student evaluations – For regular faculty there is a minimum requirement of two student evaluations, each from a different course. In the case of regular faculty with a single preparation, an evaluation from two sections of the same course is required.

Adjuncts teaching one course/section must have student evaluations from the course/section. Adjunct faculty teaching more than one course will follow the minimum requirement of student evaluations from one section each of a minimum of two different courses. Adjuncts teaching only multiple sections of a single course must have student evaluations for a minimum of two sections of the course.

2. Professional Development – Evidence of continued growth such as formal courses, conferences, seminars, travel, self-study, etc.
3. Academic Activities – Development of courses, committee assignments, advising student organizations, publications, additional teaching, equipment adaptation and maintenance, etc.
4. Professional Activities – Professional association, additional professional commitments, professional consulting, professional community activities, etc.

The Chair's/Supervisor's report will be read and initialed by the staff member before forwarding to the next level. This should be done early enough so that the staff member has an opportunity to respond in writing before the report is forwarded to the next level. The written response will be forwarded as a part of the report.

#### D. Committee on Evaluation

There will be a Committee on Evaluation made up of representatives from Business and Professional Studies, Health Sciences, those Instructional Support faculty covered by Article 49, Liberal Arts, Non-classroom Faculty, STEM, the President of the FA, ex officio, and a like number of Administrators. This Committee is charged with researching issues and trends in the evaluation process and making recommendations to the administration and the Faculty Association. Its initial charges will be to recommend to the administration and the Faculty Association standards for college credit equivalences and classroom/peer evaluation forms and procedures. Faculty members on this Committee shall be appointed by the President of the Faculty Association. This Committee shall not be a forum for appeals concerning the promotion and evaluation process.

## ARTICLE 41 – FACULTY ASSOCIATION

### A. Association Business

Association representatives shall have the right to transact Association business on College premises at any reasonable time provided the same does not interfere with instruction. Upon prior request from the Association, the College shall permit the Association to utilize College equipment and facilities for meeting purposes on a space available basis.

### B. The President of the Faculty Association or his/her designee shall occupy private office space designated for the Faculty Association as mutually agreed by the parties. This office shall serve the dual purpose of Faculty Association office and faculty office of that individual. Should a change in Presidents occur, the out-going President shall be moved back to his/her original office and the in-coming President shall occupy the Faculty Association office for the dual purpose stated above. The office shall be equipped with two desks, four chairs, two file cabinets, two bookcases, a computer and a phone.

### C. Reimbursement for College Expenses

The Association will reimburse the College for any expenses incurred relating to facility and/or equipment usage, supplies, postage and telephone charges.

### D. The Association shall have available a total of fifteen (15) 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 (1) credit hour equals three (3) clock hours. During the summer, the Association President shall have ten (10) clock hours of release time per week if she/he is a non-classroom faculty. A three (3) credit hour overload payment shall be paid if she/he is a classroom faculty.

## ARTICLE 42 – VACANT POSITIONS

### A. Whenever a new professional position or vacancy occurs, such positions or vacancies shall be posted on all bulletin boards for a period of ten (10) days. A copy of the notice will be sent to the President of the Faculty Association and to all department chairs. Posting notice will include the procedures to be followed for application and will indicate to whom said application should be forwarded.

1. Postings will also indicate the approximate date it is expected that said position will be filled.

### B. When a vacancy or new position becomes vacant, as described above, and a former bargaining unit employee (who is currently working as a Broome Community College administrator) wishes to return to the bargaining unit, he/she shall request the position according to the following procedures:

1. The employee must meet the qualifications of the position (as developed by the Department and approved by the President and/or Vice President.)
  2. Application must be made to the College President no later than 30 calendar days before the start of the academic year.
  3. Application for return to the bargaining unit at some time other than the start of the academic year, shall only be by mutual agreement between the Association and the College President.
  4. Those administrators who return to the bargaining unit (as described in B above) shall be eligible for all contractual coverages guaranteed by this Agreement, including but not limited to seniority from the date or original granting of academic rank.
- C. Administrators may be awarded academic rank by the Board of Trustees, effective no earlier than January 1, 1979.
1. Those administrators (described in C above) who wish to enter the bargaining unit shall follow the same procedures as described in B above, and shall be eligible for all contractual coverages guaranteed by this Agreement, including but not limited to seniority from the date of receipt of academic rank.

Administrators returning to teaching under this provision shall attain continuing appointment status on the same basis as all others covered under this Agreement.

#### ARTICLE 43 – PERSONNEL FILES

The administration shall maintain two (2) personnel files, an open file and a closed file for each member of the bargaining unit. The open file shall contain all materials accumulated after the person's initial appointment to the College. Entries shall be made on a timely basis, with a copy to the individual involved, and shall be available for review by the individual or his representative upon reasonable notice. The individual shall have the right of review and to respond to any of the materials contained therein. The individual may copy anything in the open file in the presence of the Human Resources Officer or his/her designee.

The open file shall be maintained by the Human Resources Officer. The closed file shall contain only the materials accumulated prior to the individual's starting date at the College. There shall be no other personnel files maintained. Any time material is removed from the individual's file, a copy of said removal shall be forwarded to the individual noting same has been removed.

#### ARTICLE 44 – INDIVIDUAL AGREEMENTS

Individual arrangements and agreements with members of this bargaining unit shall be consistent with the terms and conditions of this Agreement.



## ARTICLE 45 – DISCIPLINE

No member of the bargaining unit will be disciplined, dismissed, reduced in rank, or deprived of any professional advantages without just cause.

A faculty member shall not be removed from an assigned course once it has commenced without due process. This shall consist of a meeting with the Department Chairperson and Dean/AVP to include Faculty Association representation by the FA Vice-President.

A. Procedure.

1. Charges shall be initiated by the President of the College and shall be in writing in sufficient detail to apprise the Faculty member of the nature of the charge and shall specify the proposed disciplinary action sought.
2. There shall be a thirty (30) day notice and service of charges relative to any action regarding termination of employment.
3. All other disciplinary actions must be preceded by a seven (7) day notice and service of charges.
4. Upon receipt of charges, the employee may request a hearing according to these procedures within thirty (30) calendar days of receipt of charges.

B. The employee has the right to be represented by counsel or whomever he or she chooses, to summon witnesses, examine evidence presented against, to present evidence, and cross-examine witnesses. The technical rules of evidence will not be required.

C. The hearing is to be conducted before the Arbitrator as set forth in the rules and procedures of the American Arbitration Association.

D. The employer shall provide a complete transcript of the proceedings and a copy will be made available to the employee subject to the disciplinary action.

E. Pending the hearing and determination of charges, the employer may suspend the employee.

F. The decision of the hearing officer is final and binding on all the parties and is reviewable only under the provisions of Article 78 of the CPLR.

G. There shall be a three-year limitation relative to evidence which may be alleged in the complaint by the employer from the date of the event or from the date the employer becomes aware of this event.

## ARTICLE 46 – WAIVER OF TUITION

- 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. Part-time faculty will be allowed tuition waivers provided they have worked six (6) consecutive semesters excluding winter and summer terms. For part-time faculty, the College will establish a fund having a total of one hundred thousand dollars (\$100,000) per year. Eligible faculty may participate on a first come, first serve basis as funds are available.
1. Space is available. Space is defined as the course quota (number of seats available in all sections of the particular course as set up by the College).
  2. Full-time employees and their dependents may have the option of enrolling for an audit grade. In cases where a letter grade is chosen, a passing grade is required.
  3. Dependents shall be legal spouse and children only.
  4. The waiver covers tuition 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.
  5. There shall be no limit on the amount of courses.
  6. Priority will be given to all employees over any dependent, and priority will be given to those who enroll for a grade over those who choose an audit grade.
  7. If one or more persons covered by this clause are registered and enrollment is at the course quota level, then all such persons shall be responsible to pay the tuition cost.
  8. If payment becomes necessary, for any reason other than grade, they must be made by the end of the second week of classes.
  9. Tuition payment will be based on the credit hourly rate, up to twelve (12) credit hours.
  10. Enrollment shall be compared to the course quota on the last day of the first full week of classes.
  11. If payment becomes necessary, due to a person receiving less than a passing grade, payment shall be made within two (2) weeks after the issuance of the grade.
  12. Persons covered herein are responsible for completing and submitting a waiver form to the Student Accounts Office at the time that tuition is due.

13. All waiver forms shall be approved by the College President or his/her designee.
14. Any person covered herein who fails to make timely, proper or full payments shall be barred from taking advantage of this benefit in the future.
15. Any person covered herein who withdraws after the tenth week of the semester shall be required to pay for the full cost of the course. Repayment may be waived in extraordinary circumstances at the discretion of the College President or his/her designee. The President or his/her designee's determination shall not be subject to the contract grievance procedure.
16. All of the above shall apply to mini-courses except as follows:
  - a) This waiver is for tuition cost only. Any other course cost, even if included in the tuition fee such as travel, tickets, etc., will be borne solely by the employee.
  - b) Mini-courses may be taken only when they meet the prescribed cost quotas.

#### ARTICLE 47 – EARLY RETIREMENT

- 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 SUNY BCC Before academic year of retirement	Age Beginning at Academic Year of Retirement					
	55	56	57	58	59	60
17	100	95	85	72	62	50
16	98	90	80	67	57	45
15	95	85	75	62	52	40
14	90	80	70	57	47	35
13	85	75	65	52	42	30

- 
- B. The final salary adjustment provided for herein will be made in equal installments over the three pay periods immediately preceding the effective date of retirement.
- C. For those faculty members who elect to take advantage of this early retirement option, the following benefits will apply:
1. Health Insurance: Health insurance shall be provided in accordance with Article 23, Section 5.
  2. Application of Unused Sick Leave: Retirees will be permitted to apply unused sick leave toward their retirement program consistent with the extent permitted by the individual retirement program.
- D. Each faculty member who elects to take advantage of this early retirement option shall provide notice required by section A of this Article to the President by December 31<sup>st</sup> for the fall semester or 8 full calendar months prior to the effective date of retirement.
- E. A faculty member who accepts this early retirement incentive shall be precluded from also receiving any other early retirement incentive offered by Broome County or the College.
- F. Once an eligible unit employee has submitted written notice of intent to retire early under terms of Article 47 – Early Retirement, s/he may rescind said written notice by submitting a written request to the President of the College to do so.

The President must receive the letter requesting to rescind notice of early retirement before the date on which the first payment of retirement incentive monies is issued to the employee.

A unit employee rescinding his/her notice of intent to retire early forfeits eligibility for the contractual incentive.

Giving notice of intent to retire early, or requesting to rescind such notice will not be done frivolously.

Requests to rescind will be rare rather than numerous.

#### ARTICLE 48 – RETRENCHMENT

When in the judgment of the Employer and/or the Board of Trustees, retrenchment of staff and/or a reduction in the number of persons receiving responsibility adjustments becomes necessary, the Employer and/or the Board of Trustees may reduce the number of positions or persons receiving responsibility adjustments to the extent the Employer and/or the Board of Trustees deems necessary.

Notice of termination must be given to a continuing appointee employee six months prior to the commencement of an academic semester, to a term appointee 60 days prior to the commencement of an academic semester, and to an initial appointee under a one-year contract 30 days prior to the commencement of an academic semester. Employees holding other positions covered by this Agreement shall also be entitled to 30 days' notice prior to termination of their positions. This notice shall only apply to adjuncts with signed contracts.

A. Identification

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

10 Month

- a. Part-time adjunct
- b. Full-time adjunct
- c. Initial
- d. Term
- e. Continuing

12 Month

- a. temporary budget lines
- b. regular budget lines

On the recommendation of the appropriate standing committee, the President may retain an employee out of the above order, if he or she is the only employee qualified and prepared to teach a course(s) necessary to the proper functioning of the College.

2. Seniority, for purposes of Section 1 above, shall be determined by the following criteria:

- a. 10 month – regular budget lines.

Each full-time academic year of service that has been served consecutively shall be counted as one calendar year of service.

- b. 12 month – regular budget lines.

All consecutive employment shall be counted as service.

- c. Adjunct – temporary budget lines.

All consecutive employment shall be pro-rated and counted as service.

- d. General

1. Time spent on an unpaid leave of absence in excess of thirty (30) calendar days shall not be counted as service.

2. Time spent on sabbatical shall be counted as service. However, summer sabbatical time shall not be added to such service.
3. Employees whose employment with the College is terminated and who are subsequently rehired by the College shall only have seniority from their most recent employment date.
4. In no event shall any employee accrue more than one year's seniority in any twelve-month period.
5. In the event that two employees have equal seniority, the following shall apply:
  - (a) First initial appointment date will be the generic standard used in determining seniority.
  - (b) If employees have identical first initial appointment dates and one receives tenure in an earlier semester, then the first employee to receive tenure on a semester basis has seniority.
  - (c) If the initial appointment date and semester of tenure or lack of tenure are the same, then the person with more semesters of uninterrupted adjunct employment, in accordance with Section C.1, prior to the initial appointment date shall have seniority.

B. Reassignment

Faculty identified for reassignment or layoff shall be considered for reassignment only to departments in which vacancies exist.

If a faculty member is reassigned to another department under the terms of this Article, and a vacancy should occur in the former department, the faculty member shall have transfer rights in accordance with Article 37 of this Agreement. In the event that two or more faculty members have been reassigned from the same former department, the right of first refusal will be given first to the faculty member with the most seniority.

C. Retraining

A faculty member identified for reassignment shall consult with the original department and the receiving department in developing an acceptable retraining

plan. The resulting plan shall be reviewed and approved by the receiving department and the appropriate vice president.

A faculty member whose retraining plan has been fully approved shall have first priority for the following:

1. Use of Tuition Reimbursement funds or other State and Federal funds which may become available for retraining purposes.
2. Use of sabbatical leave in accordance with Article 15.

D. Departmental Review

A faculty member who has been reassigned to another department under the terms of this Article shall be subject to the following conditions:

1. The receiving department's standing committee shall review the job performance of the reassigned faculty member at least once each semester (twice each academic year), during a period not to exceed four semesters (two academic years), and make a recommendation to the appropriate chair which shall be forwarded through administrative channels.
2. The criteria to be used in this review process shall be the applicable parts of the Evaluation Procedure in Article 40.
3. The purpose of this review shall be to evaluate critically the faculty member's effectiveness in fulfilling new responsibilities and to offer assistance and advise on any aspects of the faculty member's performance in need of further attention and improvement. The accomplishments, strengths, and progress made by the faculty member will also be identified in the review. Upon the receipt of a positive review after the first, but no later than the fourth semester (second year), this special review process will terminate.
4. If the reviewing department is dissatisfied with the performance of the faculty member after reasonable efforts have been made to provide advice, guidance and opportunities for retraining, the department shall refer the matter through the appropriate administrative channels. This reference should be made no later than the end of the third semester (one and one-half years) of the review period.
5. In the event that an employee fails to meet the requirements of the new assignment, he/she shall be terminated from the reassigned position(s) without recourse to Article 45 – Discipline.

E. Recall

Employees who are laid off shall be put on a recall list in order of their seniority, Department and tenure classification. When a vacancy occurs, they shall be recalled under the following guidelines:

1. The employee shall remain on the active recall list for four (4) years from the time of layoff.
2. Recall shall only be to the Department from which the employee was laid off.
3. Employees, at the time of recall, shall be physically and mentally fit to resume their duties.
4. The recall offer shall be valid for a period of twenty (20) calendar days, and shall be mailed to the employee's last known address by certified mail.
5. No seniority shall accrue while an employee is laid off. However, such time shall not cause an interruption of years of service for longevity computation.
6. Upon recall, the employee's former salary shall be adjusted by all raises to which he/she would have been entitled during the period of layoff.

F. Under retrenchment, the number of bargaining unit positions being reduced and/or the reduction of the number of persons receiving responsibility adjustments is not arbitral under this contract, nor does the arbitrator have any authority to review or make any determination of the substance of impact bargaining. A budget line position may be moved by the President of the College from one department to another depending upon the needs of the College.

G. The impact of any implemented reduction in staff or the number of persons receiving responsibility adjustments is subject to the collective bargaining process as to their impact on remaining unit members, and the parties agree that they will negotiate in good faith with reference thereto.

H. Additional Procedures (Formerly Appendix D effective 12/9/90)

In order to provide for both improved professional development opportunities and retraining during periods of retrenchment, the administration and the Faculty Association propose to the Board of Trustees and to the County the following arrangements:

1. That the number of potential sabbaticals available to the employees covered under the Agreement be increased by one in each of the next two years up to a level of 4%.



2. That in years when retrenchment is announced, sabbaticals may be made available to affected FA members on term and continuing appointment who would not otherwise be eligible so that they may be afforded opportunities for retraining; and that up to two sabbaticals may be construed as pools of release time (14 to 15 credit hours per sabbatical) to afford opportunities for retraining to term employees who may be retrenched.
3. That all members of the FA on continuing appointment who are notified of their potential retrenchment will be eligible for up to two sabbaticals of one-half year at full pay, starting in the first semester after the announcement of their retrenchment.
4. That the College will consider requests for funds for retraining of affected FA members as priority requests and will attempt to make funding available to offset costs of tuition and other expenses involved in retraining.
5. That the College may relax the expectation that those who receive sabbaticals return to the College for specified lengths of time.

#### Conditions of Retrenchment:

In invoking the retrenchment article, the College will follow the procedures stated below:

#### Stage I

Two months prior to invoking Article 48 ("Retrenchment") and issuing a notice of termination to any employee covered by this contract, the President shall convene a Stage I Committee to explore alternatives to retrenchment which would address the College's needs. The President shall consider and respond in writing to the individual recommendations of the Committee within one month of the Committee's appointment.

Committee composition: Vice President for Academic Affairs:

Dean(s)/Director(s) of divisions/units affected;  
President of FA; Faculty or staff who might be  
retrenched and their Chair (if applicable) and  
other interested FA members.

#### Stage II

If, in the view of the President, adequate alternatives are not available, he/she shall convene a Stage II Committee to investigate other positions within the College which the affected individual might have the credentials and background to fill. This Committee shall complete its deliberations and make its recommendations within two weeks of being convened. The President of the FA and the affected individual(s) may at their discretion sit with the Committee and the affected individual(s) may submit independent recommendations to the President.

## Committee composition:

Labor and management members representing the five areas of FA representation (with unit representation appointed by the FA); Potential retrenchees and the President of the FA will also work with the Committee.

## Stage III

In the two weeks prior to the first possible date for the announcement of retrenchment(s), the President shall consider the recommendations of the Stage II Committee and the affected individual(s) and communicate an explanation of his/her decision(s) in writing on each recommendation to the Stage II Committee and whether he/she intends to proceed with retrenchment(s) or take an alternative action. If he/she decides to declare retrenchment, the stipulations within Article 48 will apply, except that it is understood that if retraining is the chosen option, such retraining will begin at the start of the next semester.

The administration and the FA also agree that if retrenchment is declared, the following will apply:

- During periods when retrenchment is being considered, workload will be defined in terms of workload available at the College, including summer, evenings, and weekends. When, in the judgment of the President, a department (or division, if applicable) cannot maintain a full workload for a faculty member, that faculty member will be eligible for teaching assignments in any departments which deem him/her to have satisfactory teaching credentials. Such judgment will be made through recommendations by department standing committees to the President.
- In cases where faculty cannot find alternative teaching assignments, the directors of offices/units where displaced faculty might find workload will review the credentials and backgrounds of those faculty and make recommendations to the President on each individual's potential to assume responsibilities within their offices/units. The final resolution of employment status will rest with the President.
- When conditions beyond the College's control (e.g. state or county mandates) force reductions in specific personnel, both the College and the FA will view the situation as exceptional and agree that the rules dealing with retrenchment will be waived. However, consistent with the intent of the retrenchment article, the impact of those conditions and the dislocations which they occasion will be negotiated.

- Adjuncts and individuals not on term or continuing appointment are not considered to be covered by Article 48 except insofar as seniority and layoff order are stipulated.

## ARTICLE 49 – PROFESSIONAL DEVELOPMENT RECOGNITION INCREMENT FOR NON-CLASSROOM / PROFESSIONAL FACULTY

Scope: Opportunity to apply for a professional development recognition increment shall be available to regular employees not covered by the promotional process.

Purpose: Recognition of professional development and educational achievement beyond the level of routine job expectations.

### A. Timing of Request for Consideration

An employee shall be considered to be at the base level at the time of hire. He/she must have completed three (3) years under the approved professional development plan at the base level in order to submit a packet in consideration for a Level I increment. Members without continuing appointment may submit a packet for a professional development increment in the year they stand for continuing appointment. An employee must complete three (3) years at Level I also under a professional development plan approved as above before being eligible to request consideration for a second increment, Level II. An employee must complete three (3) years at Level II also under a professional development plan approved as above before being eligible to request consideration for a third increment, Level III. In no event shall an employee be eligible to receive more than three (3) increments by this process.

### B. Procedures

1. Initiation: Faculty will initiate the professional development recognition increment by filing an Application for Professional Development Recognition Increment with his/her immediate supervisor per the College calendar.

2. Professional Development Plan

The professional development plan will be drawn up by the candidate with the active assistance of the Professional Development Mentoring Committee and the department Chair/Director Supervisor. The plan is then forwarded to the Dean/Director/VP for approval. The approved professional development plan will be sent to the VPAA by the Dean/Director/VP. The professional development plan is intended to be a vital document that is amenable appropriate to change and modification. Changes to the document require the approval of the PDMC, Chair/Director/Supervisor and Dean/VP.

The professional development plan will focus on professional expertise and development, including educational achievement, work effectiveness, and professional competence, and evaluation criteria as noted in Article 40-C. Completing the plan means completing the activities specified in an approved professional development plan. An employee not interested in being considered for this increment is not required to submit a professional development plan.

At such time as an employee wishes to begin the process of qualifying for a professional development recognition increment however he/she must develop and file a professional development plan as specified above.

3. Committee Procedures: Upon completion of the Professional Development Plan, the candidate, if s/he chooses to submit a packet for consideration for a Professional Development Recognition Increment, shall submit it along with proper documentation, including a report from the PDMC to the candidate's Chair/Director/Supervisor.
4. The Chair/Director/Supervisor will review the application packet and forward it along with his/her letter of recommendation to the Dean/VP. 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 Recognition Review Committee by the Dean/VP.

C. 1. Supporting Documentation:

The packet submitted in consideration for the Professional Development Recognition Increment shall include the following:

- a. Evidence of the completion of the goals of the professional development plan including evidence of educational achievement.
- b. Indications of work effectiveness.
- c. Evidence of professional competence.
- d. Professional Development Mentoring recommendation.
- e. Other evaluation(s) (if appropriate).

Evidence of educational achievement shall include a minimum of 15 units of supervisor approved course work and/or learning experiences related both to the professional development plan and area of job responsibility.

2. The 15 units may include:
  - a. Credit course work:

One (1) unit shall equal one (1) credit from an accredited institution of higher education. Credits beyond the employee's minimum degree requirement for employment may be used toward the recognition increment, even if earned before hire. Credits not used toward a Professional Development Recognition may be used toward a subsequent increment.

- b. Non-credit course work such as seminars, webinars, and workshops. One (1) unit shall equal 15 hours of non-credit educational experience.
- c. Learning attained through specific, supervisor assigned job-related learning experiences. One (1) unit shall equal 30 hours of supervisor assigned job-related learning experiences.
- d. No more than eight (8) units shall be from any category.

D. Review for Recognition:

1. A Recognition Review Committee shall be formed consisting of two (2) deans and one (1) director designated annually by the President or his/her designee and one (1) department chairperson and one (1) regular employee as defined in the scope section of this Article both designated annually by the Faculty Association President. The committee shall make written recommendations to the appropriate Vice President or the lead administrator in the organizational structure if that is not a Vice President.
2. The appropriate Vice President (or the lead administrator in the organizational structure if that is not a Vice President) shall receive the written recommendation of the Recognition Review Committee and forward his/her written recommendation to the President.
3. The President shall review the recommendations of the Recognition Review Committee and the appropriate Vice President (or the lead administrator in the organizational structure if that is a not a Vice President). Based upon his/her review, the President's decision to grant or deny a professional development recognition increment shall be both final and a non-grievable matter. The President's decision shall be reported to the Board of Trustees for their information.
4. In the case of a negative recommendation at any level in the review process, the employee shall receive a statement of reasons therefor.
5. Candidates who are unsuccessful may meet with their Professional Development Mentoring Committee to review the feedback and revise the existing Professional Development Plan. The PDMC will recommend a 1–3-year extension to the revised plan and submit for approval to the Dean/VP. The faculty member will submit the packet upon completion to the

PDMC for consideration. The procedures in “D” will then be followed for the review process.

Increment Adjustment:

Effective September 1, 2023, the increment adjustment shall be \$4,100.

#### 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. The Article applies to fully on-line courses only.

Compensation:

- A. Faculty owned on-line courses: The College will pay for up to two (2) unique course developments to support faculty development for internet-based instructions. The stipend will be paid as follows: \$3,086.95 for September 1, 2021 - August 31, 2025. 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 prior to faculty members developing any online course for which they expect to receive remuneration. Faculty seeking remuneration shall receive a complete response within fourteen (14) work days of submission of the Internet-Based/Online Course Development Approval Form.
1. Property rights for faculty-owned on-line 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 on-line courses: Faculty members agreeing to develop initial internet courses or additional internet courses for departments will receive a stipend of: \$3,386.95 for September 1, 2021 – August 31, 2025 per course. Development of these courses requires approval of the Dean/AVP in advance prior to faculty members developing any online course for which they expect to receive remuneration. Faculty seeking remuneration shall receive a complete response within fourteen (14) work days of submission of the Internet-Based/Online Course Development Approval Form. 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 on-line 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 \$150 for the retraining and adaptation of each different course for new computer platforms implemented subsequent to September 1, 2021.

#### 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.

For on-line courses, the minimum quota shall be eighteen (18) students and the maximum quota shall not exceed twenty-four (24) students. The minimum of number of students per on-line course shall be twelve (12). Exceptions may be made for pedagogical reasons, writing emphasis courses, graduation requirements, the only section of a course offered in a given semester, etc. Existing courses exceeding the maximum quota of twenty-four (24) students may continue that practice as determined by the department.

For on-line labs and on-line classes offered with required labs, the quota shall be fifteen (15) students. The minimum number of students per on-line lab shall be twelve (12) and the maximum shall not exceed twenty (20) students. Exceptions may be made for pedagogical reasons, graduation requirements, the only section of a lab offered in a given semester, etc. Existing online labs exceeding the maximum of twenty (20) students may continue that practice as determined by the department.

#### Faculty Load:

All internet-based courses will 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 as with existing 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:

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 hold rights to nonexclusive, royalty-free use of the materials for a period of two (2) years from the date the course is initially offered on-line. The originating instructor has the right of first refusal to teach all sections of the internet-based course that s/he has developed. This Agreement does not preclude the College from contracting with individuals for the purpose of developing intellectual property for the College, the rights to which shall remain with the College.

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.

#### 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, Dean, and the VPAA.

### ARTICLE 51 – DENTAL BENEFIT

Eligible unit members shall include full-time and part-time employees. Employees shall have their contributions deducted from their paychecks in equal installments. For Individual, Two Person and Family Dental Blue Options Coverage, the employer contribution shall be 84%. Continuously employed instructional adjuncts are defined as those who have taught at least four (4) consecutive semesters excluding summer and



winter terms. A break in service of more than two (2) consecutive fall/spring semesters restarts the clock on measuring continuous employment. Retirees that have met the above criteria by teaching overload courses shall also be eligible if they return as adjunct faculty members. Adjunct faculty members and retirees who have already met these criteria before June 1, 2018, shall be defined as continuously employed adjuncts. Continuously employed non-classroom part-time adjuncts are defined as those who have worked at least four (4) consecutive semesters, excluding summer and winter terms, for at least twenty (20) hours per week, prior to June 1, 2018.

## ARTICLE 52 – SHARED GOVERNANCE LEADERSHIP

The responsibility adjustment for the additional duties of chairing a shared governance body – the Council on Academic issues, the Council on Operational Issues, or the College Assembly – or providing professional support services for Shared Governance during the work year is outlined below:

Teaching Faculty:

Effective September 1, 2018, should a unit member who is a teaching faculty be designated to assume the annual responsibility for chairing a shared governance body – the Council on Academic issues, the Council on Operational Issues, or the College Assembly – she/he shall have a choice of one of the following forms of recognition:

1. Release time of one 3 credit course per semester each of fall and spring terms.

Or

2. The sum of \$7,500 for the year, over the pay periods available during the assignment. If appointment becomes necessary for less than the defined work year, the sum will be pro-rated accordingly. Teaching Faculty chairing a shared governance body may engage in summer shared governance business at their own discretion. Summer is defined as beginning on the 3<sup>rd</sup> day after graduation and ending 5 working days prior to the beginning of fall classes.

Teaching Faculty:

Effective July 1, 2018, should a unit member who is a teaching faculty be designated to assume the annual responsibility for providing approximately 6 hours per week of professional support services for Shared Governance she/he shall have a choice of one of the following forms of recognition:

- 1 Release time of 4 credit hours or 5 contact hours during the Academic Year.

Or

- 2     The sum of \$6,000 for the work year, divided over the pay periods available during the assignment. If appointment becomes necessary for less than the defined work year, the sum will be pro-rated accordingly. If appointment becomes necessary for more than 6 hours per week during the defined work year or if summer work becomes necessary, Faculty serving in the professional support role may engage in summer shared governance business at their own discretion. Summer is defined as beginning on the 3<sup>rd</sup> day after graduation and ending 5 working days prior to the beginning of fall classes.

Non-teaching Faculty:

Effective September 1, 2018, should a unit member who is a non-teaching faculty be designated to assume the annual responsibility for chairing a shared governance body – the Council on Academic Issues, the Council on Operational Issues, or the College Assembly – she/he shall receive the sum of \$7,500 for the work year, over the pay periods available during the assignment. If appointment becomes necessary for less than the defined work year, the sum will be pro-rated accordingly. Non-teaching Faculty chairing a shared governance body may engage in shared governance business outside their contract year at their own discretion. Vacation, personal and professional travel time for non-teaching faculty shall be considered as time outside of contract.

Non-teaching Faculty:

Effective July 1, 2018, should a unit member who is a non-teaching faculty be designated to assume the annual responsibility for providing approximately 6 hours per week of professional support services for Shared Governance she/he shall receive the sum of \$6,000 for the year, divided over the pay periods available during the assignment. If appointment becomes necessary for less than the defined work year, the sum will be pro-rated accordingly. This role requires year-round activity while summer work is minimal.

Regular job duties must be completed during the regular number of work hours each week with flex time arranged as necessary.

## ARTICLE 53 – SURVEILLANCE

### A. Purpose

To maintain a balance between the needs for safety and security of persons and property and the need for an open and non-intrusive academic work environment which protects for privacy rights of individual members of the College community.

### B. Scope

This Article applies to all campus personnel and technologies past, present and future, capable of use in surveillance. Surveillance devices and cameras deployed by the Office of Public Safety shall be used exclusively for purposes of ensuring campus safety and security. Surveillance devices deployed by other Departments,

regardless of purpose, require approval by the Director of Campus Safety and Security and shall be consistent with this Article (53) to coordinate campus efforts and ensure the devices do not violate privacy laws nor interfere with operations. This policy does not apply to cameras installed by authorized financial institutions to monitor ATM machine usage on campus.

### C. Surveillance Device Placement

1. The use of surveillance devices shall not be used to monitor or target individual faculty or staff except when necessary for a criminal investigation and subsequent to the terms of a valid warrant in accordance with the New York State Penal and Criminal Procedure Laws. When exceptions to the following sections and clauses of this Article are necessary, they shall be subject to the terms of 3.A.
2. Surveillance devices and cameras may be placed in public areas on campus after proper notice (see Section 4). Campus public areas include parking lots, athletic fields, bus stops, sidewalks, lobbies, staircases and stairwells, entrances and exits to campus buildings (with the exception of 3.C) – counseling and medical/health facilities). Campus Officers may record interactions with the public or members of the College community when responding to disturbances, emergencies or investigating criminal activities.
3. Surveillance devices and cameras shall not be placed in private areas of the campus without first obtaining a warrant as per the terms of 3.A. Private areas shall include but not be limited to counseling and medical/health facilities (including their exits and entrances), classrooms, teaching/research laboratories, offices, restrooms, shower areas, and locker and changing rooms.
4. Where surveillance devices and cameras are permitted in other non-public areas, they will to the maximum extent possible be used narrowly to protect money, real or personal property, documents, supplies, equipment, or pharmaceuticals from theft, destruction, or tampering. At all times, the College shall adhere to all applicable state or federal privacy laws.
5. Surveillance devices and cameras shall not be directed or zoomed into the windows of any private residential building (on or off campus), including residential dormitory rooms and offices. To the maximum extent possible, electronic shielding will be placed in the camera or device so that it does not have the capability to look into or through windows or walls.
6. The use of dummy, placebo or empty surveillance devices is prohibited.
7. No audio surveillance devices may be deployed unless authorized through a valid warrant in accordance with the New York State Penal and Criminal Procedure Laws.

8. No surveillance shall be conducted on the computers or computer screens used by faculty or staff.

D. Notification of Faculty Association and Campus Community

1. The College shall notify the affected faculty and staff members and the Association in writing of the intent to install any surveillance equipment at a particular location and/or area upon College property no less than thirty (30) days prior to its operation, unless such intent is in response to criminal activity on campus or by state or federal directive.
2. Signs shall be conspicuously displayed at all entrances/exits of buildings with areas under surveillance indicating that the area is under surveillance by cameras or whatever other means is employed. These notices shall also appear at campus entrances.

E. Surveillance Equipment Use and Non-Use

1. Surveillance devices and cameras may be used to monitor an area where financial transactions are conducted. In these cases, any surveillance devices and cameras will not be used to view or record the contents of computer screens.
2. Video monitoring will not be used in the evaluation of employee performance, to monitor employment-related duties or functions or as evidence for reprimand, discipline or arbitration purposes. However, if video surveillance reveals a criminal offense committed by an employee, such information may be used for law-enforcement or disciplinary purposes.
3. The College will not use surveillance devices and cameras to prosecute petty violations on campus such as parking violations, unless review of a formal complaint results in a determination that a campus safety or security issue exists.

F. Surveillance Equipment Monitoring

1. College authorized security cameras are not monitored continuously under normal operating conditions. The primary use of security and safety monitoring will be to collect data and recordings that can later be reviewed by Public Safety to follow-up on reported incidents or for use in criminal investigations. Devices may be monitored in real time in response to an alarm or for special events on campus.
2. Information or images obtained through campus surveillance equipment may only be monitored or reviewed by Public Safety, or by legally authorized agents of county, state or federal government.

3. All video images recorded, and all information and/or observations derived from the use of College surveillance equipment are considered confidential and may only be used in a serious student judicial proceeding or for a duly authorized criminal investigation.
4. Release of information or images obtained through campus surveillance equipment will be in accordance with applicable law, and only upon approval by the Director of Campus Safety and Security.

G. Storage Media

1. Recordings not related to or used for an investigation, shall be kept confidential and data will be destroyed as they are over-written. Collection and retention of video or other media used for investigation or prosecution of a crime shall be governed by the rules of evidence.
2. Any attempt to alter any recording is strictly prohibited. Editing or otherwise altering recordings or still images is only permitted to enhance quality for investigative purposes, place a watermark, reduce size for transport or blur features to protect privacy.

ARTICLE 54 – FAST FORWARD / CONCURRENT ENROLLMENT

Fast Forward/Concurrent Enrollment courses are classroom courses taught in the physical high school facilities which carry both SUNY Broome Community College and high school credit. No fully on-line courses shall be taught as Fast Forward/Concurrent courses. The chair or designee will be responsible for Concurrent Enrollment courses and will be paid \$75 per section. The payment will be consistent with the respective rate adjustments established in Article 38 for each year of the bargaining Agreement. FTE's generated by Concurrent enrollment courses will be credited to the department offering the courses in any global formula the administration develops for distribution of release time hours. Chairs/Department Fast Forward Coordinators overseeing Concurrent Enrollment courses will be compensated within a reasonable amount of time. Reasonable is defined in this case as no later than one paycheck after the end of the semester. The sections of the concurrent enrollment courses offered will be determined collaboratively by the VPAA, the Division Dean, and the Department Chair. The intent is to avoid undue pressure on any party to offer these courses. Concurrent Enrollment courses shall not have the effect of reducing the number of consolidating, or eliminating faculty positions. If a full-time faculty member has insufficient load, she/he may be assigned by the chairperson to act as a mentor in an assignment that would equate to the number of contact and/or credit hours related to the appropriate Fast Forward/Concurrent course in question.

Compensation for chairs or their designated Coordinators for work completed as related to Concurrent Enrollment/Fast Forward responsibilities, will be paid as stated above for each course section supervised per semester with the following payment schedule:

For each instructor evaluation per site visit \$150. For each new instructor orientation workshop \$150, and for each course assessed: \$150, frequency per National Alliance of Concurrent Enrollment Partnerships (NACEP). Payment will be based upon the number of course sections listed in the concurrent enrollment MOA's generated annually by the Fast Forward Center and approved and signed by the department chairperson. Faculty travel reimbursements for mileage resulting from high school instructor evaluation shall be paid to the faculty member in accordance with Article 21.8 of this Agreement.

For departments offering more than 5 sections of concurrent enrollment courses in a semester, chairpersons may appoint a Fast Forward coordinator that shall receive release time of 3 credit hours for this work per semester.

**Department Chairperson or Department Fast Forward Coordinator Responsibility Requirements**

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

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

## ARTICLE 55 – ADJUNCT FACULTY

- A. Adjunct faculty shall be provided with permanent parking tags (per semester) as well as adequate office space to conduct their professional duties and responsibilities.
- B. When teaching as an adjunct faculty, retired SUNY Broome faculty shall be compensated as Level III Adjuncts.
- C. The College shall establish a fund for supporting Adjunct Professional Development in the amount of ten thousand dollars (\$10,000) per year; no rollover of unused funds. Adjuncts shall submit requests for professional development funds to their Department Chair for approval.
- D. Newly hired part-time faculty shall attend an academic orientation, not to exceed five (5) hours, and shall be compensated at a rate of twenty-five dollars (\$25) per hour. Faculty returning to teach after retiring shall not be required to attend this orientation.

## ARTICLE 56 – ACCESS TO PRIVACY FOR PERSONAL CARE

Each employee shall have access to a private, clean and well-lit area for 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.

## ARTICLE 57 – HEW HIRE NOTIFICATION / ORIENTATION

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

Within five (5) business days of the date of hire, the College shall notify the Faculty Association, ITS and Security of the new hire. This shall apply to full-time and part-time hires.

## ARTICLE 58 - CLUBS AND ORGANIZATIONS

Employees approved to work with one or more of the College sponsored clubs or organizations shall be paid one hundred dollars (\$100) per club/organization per semester. Said amount shall be paid prior to the last day of classes for the respective semester.

IN WITNESS WHEREOF, the parties hereto have set forth their signatures on the dates noted hereafter.

SUNY BROOME COMMUNITY  
COLLEGE AND THE COUNTY OF  
BROOME

FACULTY ASSOCIATION OF SUNY  
BROOME COMMUNITY COLLEGE

By: \_\_\_\_\_  
Kathryn Connerton  
Chairperson, Board of Trustees

By: \_\_\_\_\_  
Suzanne Shepard  
Faculty Association President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Dr. Kevin E. Drumm  
SUNY Broome Community College  
President

\_\_\_\_\_  
Date



## APPENDIX A RESPONSIBILITY ADJUSTMENT

The responsibility adjustment for the additional responsibility of duties of Department Chair or Assistant to the Dean during the work year defined as beginning five working days prior to the beginning of classes in the fall semester and ending two days after graduation is \$7,621 for 2021-2022, \$7,812 for 2022-2023, \$8,007 for 2023-2024, \$8,207 for 2024-2025.

Effective on or after September 1, 2021, in the event that a (12) month faculty member performs the duties of Department Chair or Assistant to the Dean on a (12) month work year basis, the responsibility adjustment for the related additional duties will be \$10,306. The (12) month responsibility adjustment will be \$11,206 effective September 1, 2021, \$11,486 effective September 1, 2022, \$11,773 effective September 1, 2023, and \$12,067 effective September 1, 2024.

Hereafter, the College will consult with the Faculty Association regarding a new position's grade prior to the College President making a recommendation to the Board of Trustees and the SUNY Chancellor for approval. Determination of salaries shall take into consideration the existing faculty salaries as stated in Appendix B.

The adjustment shall not be considered a part of an employee's "base salary."

Assistant to the Dean, Scheduling & Program Coordination  
Chair, Academic Advising  
Chair, Art & Design  
Chair, Biology  
Chair, Business  
Chair, Business Information Technology  
Chair, Career and Transfer Services  
Chair, Chemistry  
Chair, Clinical Laboratory Technologies  
Chair, Communication & Media Arts  
Chair, Computer Science  
Chair, Counseling  
Chair, Criminal Justice  
Chair, Dental Hygiene  
Chair, Engineering Science and Physics  
Chair, English  
Chair, Engineering Technologies  
Chair, Foreign Language, Speech and ESL  
Chair, History, Philosophy and Social Sciences  
Chair, Health Information Technology  
Chair, Hospitality  
Chair, Learning Assistance  
Chair, Mathematics  
Chair, Medical Assisting and Health Studies  
Chair, Nursing  
Chair, Outreach  
Chair, Performing Arts  
Chair, Physical Education and Sport Studies  
Chair, Physical Sciences  
Chair, Physical Therapist Assistant  
Chair, Psychology and Human Services  
Chair, Radiologic Technology  
Chair, Teacher Education

APPENDIX B  
MINIMUM SALARY SCHEDULE / HIRING RANGE

Minimum salaries are provided for in the following schedule. Maximum hiring rates may not exceed an amount in excess of 25% more than the amounts provided for below. In the event that a faculty member is hired at a salary higher than an existing faculty member in the same Department, the parties shall meet to discuss increasing the salary of the existing faculty who were surpassed.

Grade	2021-2022 Proposed Minimum	2022-2023 Proposed Minimum	2023-2024 Proposed Minimum	2024-2025 Proposed Minimum
F1	\$38,164	\$39,118	\$40,096	\$41,098
F1A	\$45,698	\$46,840	\$48,011	\$49,211
F2	\$41,516	\$42,554	\$43,618	\$44,708
F2A	\$49,720	\$50,963	\$52,237	\$53,543
F3	\$48,208	\$49,413	\$50,648	\$51,914
F3A	\$54,144	\$55,498	\$56,885	\$58,307
F4	\$52,564	\$53,878	\$55,225	\$56,606
F4A	\$62,978	\$64,552	\$66,166	\$67,820
F5	\$49,258	\$50,489	\$51,751	\$53,045
F5A	\$59,011	\$60,486	\$61,998	\$63,548
F6	\$57,356	\$58,790	\$60,260	\$61,767
F6A	\$68,728	\$70,446	\$72,207	\$74,012
F7	\$58,627	\$60,093	\$61,595	\$63,135
F7A	\$70,254	\$72,010	\$73,810	\$75,655
F8	\$62,626	\$64,192	\$65,797	\$67,442
F8A	\$75,054	\$76,930	\$78,853	\$80,824

EXHIBIT A

ACADEMIC RANK FACULTY

- F8A \*Counselor – 12  
\*Librarian - 12
  
- F8 Counselor  
Librarian  
Professor
  
- F6A \*Associate Counselor - 12  
\*Associate Librarian – 12
  
- F6 Associate Counselor  
Associate Librarian  
Associate Professor  
Accessibility Specialist
  
- F4A \*Assistant Counselor – 12  
\*Assistant Librarian – 12
  
- F4 Assistant Counselor  
Assistant Librarian  
Assistant Professor
  
- F3A \*Staff Counselor – 12  
\*Staff Librarian – 12
  
- F3 Instructor  
Staff Counselor  
Staff Librarian

PROFESSIONAL FACULTY

- F7A \*Systems Analyst  
\*Programmer/Analyst II  
\*Senior Instructional Designer  
Applied Learning and Career  
Specialist
  
- F6A Accessibility Specialist
  
- F5A \*Clinical Radiologic Technology  
Instructional Specialist  
\*Instructional Designer  
\*Learning Disabilities Specialist –  
12  
\*\*Network Telecommunications  
Specialist Learning Specialist - 12  
\*Programmer/Analyst I  
\*Staff Associate
  
- F5 Clinical Dental Hygiene  
Instructional Specialist  
Clinical Nursing Skills Center  
Instructional Specialist  
Learning Disabilities Specialist  
Learning Specialist – 10
  
- F4A
  
- F3A \*Academic Advisor  
\*Publications Assistant  
Professional Tutor
  
- F2A \*Technical Assistant II - 12
  
- F2 Technical Assistant II
  
- F1A \*Technical Assistant I – 12
  
- F1 Technical Assistant I

\*Denotes 12-month Work Year

Ungraded

Academic Program  
Coordinator

Clinical Lab Assistant

Multi-Lab Instructor

Accompanist

Interpreter for the Deaf

Nurse

Adjunct Instructor (Full-  
time)

Lab Technician

Test Administrator

Adjunct Instructor (Part-  
time)

Media Technician

Tutor (Non-Peer)

Clinical Instructor

Writing Sample Evaluator