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LABOR AGREEMENT

BETWEEN

**BROOME COMMUNITY COLLEGE
AND THE COUNTY OF BROOME**

AND THE

**FACULTY ASSOCIATION OF
BROOME COMMUNITY COLLEGE**

9/1/12-8/31/2015

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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 salary 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 Public Services, 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 consists of the Chair/Director/Supervisor and two professional faculty with continuing appointment. 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, Paragraphs 1-12
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
Article 29	Longevity Service Pay
Article 30	Miscellaneous Benefits
Article 35	Appointment of Academic Staff, except C4 and D1
Article 36	Promotion
Article 38	Load
Article 45	Discipline
Article 46	Waiver of Tuition
Article 49	Professional Development Recognition Increment
<u>Article 51</u>	<u>Benefit Fund</u>

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 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.

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.

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. A part-time adjunct employee who is absent from his/her scheduled class meeting or work assignment must reschedule that class work or work assignment before the end of the semester. The Chair/Director must be notified of absences and approve the scheduled make-up.

ARTICLE 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 work load 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.

- E. **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, Thanksgiving Day, the Day after Thanksgiving and Christmas Day shall be observed as holidays. Lincoln's Birthday, Washington's Birthday, Columbus Day, Election Day and Veteran's Day shall be observed as holidays, except where there is a conflict with the academic year.
 - 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.

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 defacto 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 shall end 2 days after graduation in the Spring Semester.

It is the intent of the above language to leave all employees' positions regarding the work year in a status quo position to that as existed in the prior contract.

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 voucher certified by the employee, as required for all claims. Employees using their automobiles regularly should submit their claims monthly. Employees who use their automobiles occasionally may elect to submit their claims quarterly.
2. Claims for mileage must list all business stops and the distance traveled between these stops, except within a city, town or village, in which case all stops must be listed, but if short mileage (less than two (2) miles) is involved, the mileage traveled can be listed after the last stop within such city, town or village.
3. No mileage reimbursement will be allowed for travel between residence and Court House or other County buildings, except as such reimbursement may be specially authorized by State Law or by regulations or in cases where an employee starts from residence on official business, in which case mileage claims must so state and give reason therefor.
4. Any person or employee traveling by an indirect route must assume the extra expense, as reimbursement will be based only upon such charges as would actually be incurred by traveling the most direct route. This rule will be waived when the use of expressways, even though not the most direct route, will result in the reduction of travel time.
5. In order to receive reimbursement for mileage at rates hereinafter provided, and for travel expense incurred by attendance at conventions, meetings of associations or organization, such attendance must have been previously authorized by the President. Such expenses must be listed on a BCC travel voucher, and accompanied by hotel bills, convention or meeting registration receipts, airline, bus or train receipts or seat checks, toll and parking receipts. Meals and taxi fares must be listed separately. Meals are allowed only when obtained outside the County. When claiming taxi fares, starting point and destination must be listed, and if claiming such fares when automobile is available, reason for such charges must be given. Reasonable customary tipping will be allowed, and should be included in the respective taxi charges.
6. When requesting authorization to travel, the request should state the date and time of the anticipated departure from and arrival at the College.

7. When the use of a personally-owned car is authorized by the College President to operate on business for the College, all regulations herein contained must be observed, and the rates of reimbursement herein stated will be allowed in all cases except as otherwise authorized, allowed and directed by State Law.
8. 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.
9. All College employees traveling outside the County, on College business, must have authorization to do so, even though they are passengers in a car and do not expect to have any reimbursable expenses.
10. It is intended that the rates prescribed herein shall be maximum, and actual expenses only shall be charged. Said rates shall not be exceeded, except in such cases and for such employees as are specially excepted and otherwise authorized and directed by State Law for particular cases.
11. The mileage rate shall be the IRS rate for each mile driven during the term of this Agreement.
12. Reasonable and customary charges for room accommodations shall be allowed. Tips for lodging shall be allowed at the rate of up to \$2.00 per hotel stay. Tipping for other types of lodging is not regarded as necessary or customary, and therefore not allowable. When the spouse accompanies a College employee, the amount of room charges allowable shall be the single-room rate for overnight accommodations.
13. Actual and necessary charges for meals shall be allowed. These may include a reasonable tip and, when claiming reimbursement, need not be claimed separately.
14. Emergency repair work only shall be authorized on College cars while out of the County. In claiming reimbursement, an explanation of the reason for such repair work should be given.
15. College-owned cars should be fully gassed before leaving 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 College Controller with his voucher for reimbursement.
16. Charges for long-distance telephone calls on official business will be allowed provided an explanation is given showing the name of the party with whom communication was held.
17. New York State hotel occupancy and transportation taxes are not reimbursable. Employees should present exemption certificates at ticket windows and hotel desks.
18. When claiming mileage for use of a personally-owned car, charges for tolls, parking and storage will be allowed.

ARTICLE 22 - LIFE INSURANCE

Any full-time employee covered by this Agreement shall be entitled to coverage for an amount of \$5,000.00 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, 2012 through August 31, 2015 the Employer agrees to pay for health insurance protection that is equal to or better than that presently provided. There shall be no pre-admission certification for this plan.
2. Effective September 1, 2012 for all full-time regular and full-time adjunct employees, the Employer will pay 85% of the full premium and 85% of the full premium for coverage of their dependents.

Effective September 1, 2013 for all full-time regular and full-time adjunct employees, Employer will pay 85% of the full premium and 85% of the full premium for coverage of their dependents.

Effective September 1, 2014 for all full-time regular and full-time adjunct employees, the Employer will pay 84.5% of the cost of the full premium coverage, and 84.5% of the full premium for coverage of their dependents.

Effective August 31, 2015 for all full-time regular and full-time adjunct employees, the Employer will pay 84% of the full premium and 84% of the full premium for coverage of their dependents.

3. 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
Generic drug not available	\$ 5
Brand name drug	<u>\$20</u>
Mail order maintenance	\$ 0

4. A Labor-Management Committee shall be established to review establishing the current pre-admission certification program.

If the agreement is not reached by the Committee, the contract shall be reopened on this point only.

5. For employees hired March 1, 1979 or before, retiree health insurance eligibility shall be effective after 5 years of service. For employees hired after March 1, 1979, retiree health insurance eligibility shall be effective after 10 years of service. In either case, the employee must be retirement eligible. For eligible employees who retire after September 1, 1986, the County shall provide medical health insurance coverage. The rate and benefit levels shall be the same as in effect as for active employees, and will change if the plan for active employees changes.
6. 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.
7. 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.
8. The Faculty Association agrees to health insurance deductibles of \$125.00 per person and \$375.00 per family.

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, MetLife, and 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, AIG, ING, Met Life and Fidelity.
2. G.H.S. Federal Credit Union
3. Tax Sheltered Annuity
4. United Way
5. When the Association can document that 85% of regular full-time and adjunct full-time employees are dues paying members of the Association, the following agency shop provision shall be put into effect:

The Employer shall deduct an agency shop fee in the amount equivalent to the unified dues of the Association and transmit the sums so deducted to the Association.

Deduction of this agency fee provided for in the above paragraph of this Article shall be made, consistent with the dues deduction schedule of this Agreement, beginning in July and ending in June of each school year, or in such other manner as the parties may agree in writing. The Employer agrees to furnish the Association with an alphabetical listing showing the names of all employees in the unit who are hired after October 1 of any school year. Deductions shall be appropriately prorated so as to complete deduction of the annual agency fee by the end of each school year.

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

1. Effective September 1, 2012 returning full-time regular unit members on the payroll as of July 1, 2012 will receive a 1/2% general wage increase.

All other members of the bargaining unit will receive an increase of 1/2% on their hourly rates. All other wage and salary items will be increased by 1/2% except as otherwise indicated. This increase will not affect new hires to the college hired after July 1 for academic year 2012-13.

2. Effective September 1, 2013 returning full-time regular unit members on the payroll as of July 1, 2013 will receive a 1% general wage increase.

All other members of the bargaining unit will receive an increase of 1% on their hourly rates. All other wage and salary items will be increased by 1% except as otherwise indicated. This increase will not affect new hires to the college hired after July 1 for the academic year 2013-14.

3. Effective September 1, 2014 returning full-time regular unit members on the payroll as of July 1, 2014 will receive a 2% general wage increase.

All other members of the bargaining unit will receive an increase of 2% on their hourly rates. All other wage and salary items will be increased by 2% except as otherwise indicated. This increase will not affect new hires to the college hired after July 1 for academic year 2014.

4. The responsibility adjustment for duties of those listed in Appendix A, dual enrollment course compensation, overload instruction (Article 38), and the distance learning stipend (Article 50) will be increased by 1/2% on September 1, 2012, by 1% on September 1, 2013, by 2% on September 1, 2014.

5. A lump sum annual payment that is not added to the base salary shall be paid no later than the second paycheck in December of each year to bargaining unit members with on-going appointment to full-time regular positions, as follows:

\$909 payable in December 2012

A flat dollar amount per employee shall be paid annually in December 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 fiscal year (August 31st), divided by the number of employees with on-going appointments to full-time regular positions.

Base salary of all members of the bargaining unit with ongoing full-time regular appointments shall be increased effective September 1, 2012 to the base salary plus \$100 of the lowest paid new 2012/2013 hires, adjusted for 10 month versus 12 month status. All Assistant Professors, Assistant Librarians, Assistant Counselors with Master's degrees shall earn at least \$45,100. All Assistant Professors, Assistant Librarians, Assistant Counselors with Doctorates shall earn at least \$45,100 plus \$2,000. All Associate Professors, Associate Librarians, Associate Counselors shall earn at least \$49,610 (calculated based upon \$45,100 minimum Assistant Professor salary plus 10% promotional adjustment.)

6. Effective September 1, 2012, each adjunct teaching professional employee will be paid in accordance with the following:

Level I (part-time)	<u>\$889.12</u> per lecture hour per semester <u>\$777.93</u> per laboratory hour per semester
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Level I (full-time)	<u>\$1,079.25</u> per lecture hour per semester <u>\$ 943.44</u> per laboratory hour per semester
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Level II (part-time) \$1037.28 per lecture hour per semester
 \$ 926.17 per laboratory hour per semester

Level II (full-time) \$1281.50 per lecture hour per semester
 \$1148.02 per laboratory hour per semester

Effective January 1, 2013, each adjunct teaching professional employee will be paid in accordance with the following:

Level I (part-time) \$893.57 per lecture hour per semester
 \$781.52 per laboratory hour per semester

Level I (full-time) \$1084.65 per lecture hour per semester
 \$ 948.16 per laboratory hour per semester

Level II (part-time) \$1042.47 per lecture hour per semester
 \$ 930.80 per laboratory hour per semester

Level II (full-time) \$1297.91 per lecture hour per semester
 \$1153.76 per laboratory hour per semester

Effective September 1, 2013, each adjunct teaching professional employee will be paid in accordance with the following:

Level I (part-time) \$902.51 per lecture hour per semester
 \$789.64 per laboratory hour per semester

Level I (full-time) \$1095.50 per lecture hour per semester
 \$ 957.64 per laboratory hour per semester

Level II (part-time) \$1052.89 per lecture hour per semester
 \$ 940.11 per laboratory hour per semester

Level II (full-time) \$1300.79 per lecture hour per semester
 \$1165.30 per laboratory hour per semester

Effective September 1, 2014, each adjunct teaching professional employee will be paid in accordance with the following:

Level I (part-time)	<u>\$920.56</u> per lecture hour per semester <u>\$805.43</u> per laboratory hour per semester
Level I (full-time)	<u>\$1117.41</u> per lecture hour per semester <u>\$ 976.79</u> per laboratory hour per semester
Level II (part-time)	<u>\$1073.95</u> per lecture hour per semester <u>\$ 958.91</u> per laboratory hour per semester
Level II (full-time)	<u>\$1326.81</u> per lecture hour per semester <u>\$1188.61</u> per laboratory hour per semester

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. 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 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 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 employee 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: \$23.06 for 2012-13; \$23.29 for 2013-14; and \$23.76 for 2014-15.

- C. **Academic program coordinators will be compensated at an hourly rate as follows: \$23.06 for 2012-13; \$23.39 for 2013-14; and \$23.76 for 2014-15.**
- 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 Executive Vice President and Chief Academic Officer.

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 Executive Vice President and Chief Academic Officer. 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.

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

11. Minimum hourly rates were established for listed temporary positions as follows:

Title	2012-13	2013-14
Assistant Librarian	\$30.78	\$31.09
Clinical Instructor	\$27.77	\$28.05
Clinical Lab Assistant	\$17.40	\$17.57
Multi Media Lab Instructor	\$17.27	\$17.44
Test Administrator	\$14.56	\$14.71
Tutor (Non-Peer)	\$10.28	\$10.38
Writing Sample Evaluator	\$17.16	\$17.33
Nurse	\$27.46	\$27.73
Interpreter for the Deaf	\$27.42	\$27.69
Accompanist	\$25.00	\$25.25
Media Technician	\$15.31	\$15.46
Lab Technician	\$18.17	\$18.35

Title	2014-15
Assistant Librarian	\$31.71
Clinical Instructor	\$28.61
Clinical Lab Assistant	\$17.92
Multi Media Lab Instructor	\$17.79
Test Administrator	\$15.00
Tutor (Non-Peer)	\$10.59
Writing Sample Evaluator	\$17.68
Nurse	\$28.28
Interpreter for the Deaf	\$28.24
Accompanist	\$25.76
Media Technician	\$15.77
Lab Technician	\$18.72

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.

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, 2012 and shall continue in effect until August 31, 2015

ARTICLE 32 - REOPENING NEGOTIATIONS

Except as specifically provided to the contrary, this Agreement shall be effective September 1, 2012, 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, 2015.

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.

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. 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.
5. 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 or other changes in the terms or conditions of their positions.
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.

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 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 PDMC and the Division AVP/Dean/Director or EVP&CAO/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/EVP&CAO/VP 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/EVP&CAO/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 Divisional AVP/Dean/EVP&CAO/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.

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/EVP&CAO/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 CPE by the AVP/Dean/EVP&CAO/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 EVP&CAO 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/EVP&CAO/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/EVP&CAO/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 EVP&CAO/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 meeting 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/EVP&CAO/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 EVP&CAO/Vice President. In exceptional cases, the AVP/Dean/EVP&CAO/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 EVP&CAO/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 of this agreement. 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 less 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

- A. Fourteen (14) to sixteen (16) semester credit hours shall constitute the usual range in an academic semester with a maximum of 31 semester credit hours per year.

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 19 contact hours in an academic semester with a maximum of 36 contact hours per year. In addition, in any given semester/academic year the maximums shall not be considered the norms.

- C. If an employee is allowed to work more than 31 credit hours or 35 contact hours in an academic year, he/she shall be paid in accordance with item D.2 here below. Such assignment shall be made by the Department Chair in accordance with approvals required by this Article.

- D. Overload

1. Day: A Day Overload occurs when a full-time permanent faculty member's teaching load exceeds 31 semester credit hours per year or 35 contact hours per year. Payment for the overload will be in accordance with the schedule included in item D.2 here below. Day overload shall be allowed only in cases of extreme emergencies and where the Dean and/or Vice President in conjunction with the Chair, deem it necessary. Overload assignment shall require the approval of the President except for the winter semester.

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, 2012, overload instruction compensation per course, 15 week semester or equivalent, will be paid in accordance with the following:

Level I	<u>\$902.84 per lecture hour per semester</u>
	<u>\$828.07 per laboratory hour per semester</u>

Level II \$1,076.20 per lecture hour per semester
\$1,012.74 per laboratory hour per semester

Effective September 1, 2013, overload instruction compensation per course, 15 week semester or equivalent, will be paid in accordance with the following:

Level I \$911.87 per lecture hour per semester
\$836.35 per laboratory hour per semester

Level II \$1,086.96 per lecture hour per semester
\$1,022.87 per laboratory hour per semester

Effective September 1, 2014, overload instruction compensation per course, 15 week semester or equivalent, will be paid in accordance with the following:

Level I \$930.11 per lecture hour per semester
\$853.08 per laboratory hour per semester

Level II \$1,108.70 per lecture hour per semester
\$1,043.33 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. Fall overload payments shall be made in the following manner:
If, due to the employee's spring load schedule, the employee's load for the academic year is known to be greater than the above load parameters, the payment for the fall overload work shall be paid during January of the spring semester. Such payment will be made part of a regular payroll check, with an appropriate allowance for withholding tax.

Spring overload payments will continue to be made in the regular paycheck.

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.

1b. 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. Independent Study – Instructors will be compensated for teaching Independent Study Contracts at the rate of \$200 per credit hour, per student.

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.

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.

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.

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 Public Services, 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 - USE OF FACILITIES

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 files 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. During each academic year, the Faculty Association President will receive a workload reduction as follows as appropriate to his/her mode of work:

Fall: 3 credit hours or 3 contact hours per semester for classroom faculty, or 7.5 clock hours per week for non-classroom faculty.

Spring: 3 credit hours or 3 contact hours per semester for classroom faculty, or 7.5 clock hours per week for non-classroom faculty.

Summer: 3 credit hours or 3 contact hours of overload payment for classroom faculty, or 10 clock hours per week for non-classroom faculty.

During each academic year the Faculty Association Vice-President will receive a workload reduction as follows as appropriate to his/her mode of work:

Fall: 3 credit hours or 3 contact hours per semester for classroom faculty, or 7.5 hours per week for non-classroom faculty.

Spring: 3 credit hours or 3 contact hours per semester for classroom faculty, or 7.5 hours per week for non-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. 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 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:

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 only and does not apply to fees.
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 BCC before academic year of retirement	Age During 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
12	80	70	60	47	37	25

- 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: The same health insurance benefit will be available as is available to full-time professional staff under the contractual agreement in effect at the time of retirement.
 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 at least 9 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	12 month
a.	Part-time adjunct	a. temporary budget lines
b.	Full-time adjunct	b. regular budget lines
c.	Initial	
d.	Term	
e.	Continuing	

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 16 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 INSTRUCTIONAL/TECHNICAL SUPPORT STAFF

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 expectation.

Establishment of Professional Development Plan: Regular employees in the titles above referenced in this article who wish to be considered for a professional development recognition increment must develop a written professional development plan. This plan shall be developed in conjunction with the employee's immediate supervisor and approved by the appropriate dean and/or director and vice president. The plan shall be filed with the appropriate unit supervisor (i.e. department chairperson, director, dean or vice president). The timeline for qualifying for the increment will begin when the employee files his/her 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.

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 four (4) years under the approved professional development plan at the base level in order to apply for consideration for a Level I increment. An employee must complete four (4) 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 four (4) 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 the event that an employee has attained the Level II increment with evidence of completion of the goals of the Professional Development Plan or its equivalent as determined by the Recognition Review Committee, during 2010-2012 he/she may request consideration for a Level III increment. In no event shall an employee be eligible to receive more than three (3) increments by this process.

Initiation of Consideration for Increment: An eligible employee will apply to his/her supervisor to initiate consideration for any such increment. Application packet will include the following:

- (1) Evidence of the completion of the goals of the professional development plan including a statement of educational achievement.
- (2) Indications of work effectiveness.
- (3) Evidence of professional competence.
- (4) Standing Committee recommendation (if appropriate)
- (5) Other evaluation(s) (if appropriate)

The supervisor will review the application packet and forward it along with his/her letter of recommendation to the Recognition Review Committee.

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

The 15 units may include:

- (1) Credit course work.
- (2) Non-credit course work such as seminars and workshops.
- (3) Learning attained through specific, supervisor assigned job-related learning experiences. No more than five (5) units shall be from category three.

Indications of work effectiveness and professional competence shall include evidence of:

- (1) Demonstrated knowledge of the field.
- (2) Application of the technology of the field.
- (3) Influence, rapport, effectiveness in working relationships with consumers of the services for which the employee is responsible.

The following equivalences for approved learning experiences related to the professional development plan will apply:

One (1) unit shall equal either one (1) credit from an accredited institution of higher education or 20 hours of non-credit educational experience consistent with above or 30 hours of supervisor assigned job related learning experiences.

Review for Recognition:

- A. 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) chairperson and one (1) regular employee as defined in the scope section of this article both designated annually by the Faculty Association. 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.
- B. 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.
- C. 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.
- D. In the case of a negative recommendation at any level in the review process, the employee shall receive a statement of reasons therefore.

Increment Adjustment: Effective September 1, 2012, the increment adjustment shall be \$2,500.

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.

Stipend – The College will pay a single stipend to support faculty development for Internet-based instruction. The stipend will be paid as follows: \$2,520 for 2012-13; \$2,545 for 2013-14; and \$2,596 for 2014-15. This stipend shall be paid once per faculty member regardless of the number of Internet-based courses s/he develops. The stipend shall be paid during the first semester an Internet-based course developed by the faculty member is offered on-line. All instructors of Internet-based courses shall have use of computers equipped to support their course along with technical support from the College.

Enrollment - The minimum enrollment required to offer an Internet-based course is eight (8) students for the first time a department offers a course and twelve (12) students thereafter. Faculty members having prior experience teaching Internet-based courses may allow students to enroll as part of an existing on-campus course section but take the course in Internet-based mode. Faculty members must agree in advance to participate in this type of instruction. The intent is to increase student access to college coursework.

Faculty Load – All Internet-based courses will be considered day load. Overload for Internet-based courses is calculated beyond thirty (30) credit hours or thirty-four (34) contact hours, as applicable.

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 - An Internet-Based Course Approval Form shall be completed and signed by the participating faculty member, the appropriate Department Chair and Dean.

ARTICLE 51 – BENEFIT FUND

The College shall annually contribute the cost of the current benefit to the Benefit Fund to be used exclusively for an employee benefit. The fund shall be administered by two trustees, one trustee to be named by the College President and one by the Faculty Association. Any monies or checks expended from the Benefit Fund shall bear the signature of both trustees.

The Benefit Fund shall be used only for equal benefits for all full-time employees. Full-time adjuncts shall become eligible for this benefit after one full semester, while continuing on full-time status.

The monies shall not be used in any manner for the purpose of financing any job action or related activities.

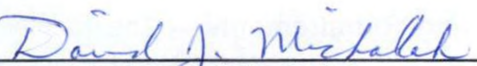
The trustees shall file a report by July 1st annually with the College and with the Association setting forth benefits purchased and the status of the Fund account. Representatives of the College and Faculty Association shall immediately meet to discuss alternative benefit programs for application of this Fund, which shall be approved by the two trustees.

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

BROOME COMMUNITY COLLEGE

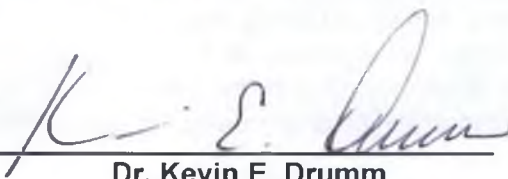
BROOME COMMUNITY COLLEGE
FACULTY ASSOCIATION

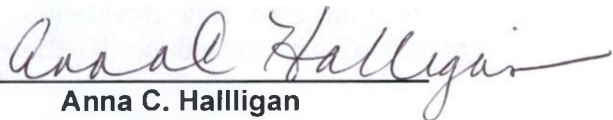
BY 
Timothy Grippen
Chairperson, Board of Trustees

BY 
David J. Michalak
President

DATE 4-15-13

DATE 4/9/13

BY 
Dr. Kevin E. Drumm
President

BY 
Anna C. Halligan
Witness

DATE 4/15/13

DATE 4-9-13

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 \$6,045 for 2012-13, \$6,105 for 2013-14, \$6,227 for 2014-15.

Effective on or after September 1, 2012, 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 \$8,888. The 12-month responsibility adjustment will be \$8,977 effective September 1, 2013, \$9,157 effective September 1, 2014.

This 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, Chemistry
Chair, Clinical Laboratory Technologies
Chair, Communications & 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, Performing Arts
Chair, Physical Sciences
Chair, Physical Therapist Assistant
Chair, Psychology and Human Services
Chair, Radiologic Technology
Chair, Teacher Education

EXHIBIT "A"

ACADEMIC RANK FACULTY

- F-8A** *Counselor -12
*Librarian -12
- F-8** Counselor
Librarian
Professor
- F-6A** *Associate Counselor – 12
*Associate Librarian – 12
- F-6** Associate Counselor
Associate Librarian
Associate Professor
- F-4A** *Assistant Counselor – 12
*Assistant Librarian – 12
- F-4** Assistant Counselor
Assistant Librarian
Assistant Professor
- F-3A** *Staff Counselor – 12
*Staff Librarian – 12
- F-3** Instructor
Staff Counselor
Staff Librarian

PROFESSIONAL FACULTY

- F-7A** *Systems Analyst
*Programmer/Analyst II
*Senior Instructional Designer
- F-6A**
- F-5A** *Clinical Radiologic Technology
Instructional Specialist
*Instructional Designer
*Learning Disabilities Specialist - 12
*Learning Specialist – 12
*Network Telecommunications
Specialist
*Programmer/Analyst I
*Staff Associate
- F-5** Clinical Dental Hygiene
Instructional Specialist
Clinical Nursing Skills Center
Instructional Specialist
Learning Disabilities Specialist
Learning Specialist – 10
- F-4A**
- F-4**
- F-3A** *Academic Advisor
*Publications Assistant
- F-2A** *Technical Assistant II – 12
- F-2** Technical Assistant II
- F-1A** *Technical Assistant I – 12
- F-1** Technical Assistant I

*Denotes 12-month work year

Ungraded

Academic Program Coordinator
Accompanist
Adjunct Instructor (Full-time)
Adjunct Instructor (Part-time)
Clinical Instructor
Clinical Lab Assistant
Interpreter for the Deaf

Lab Technician
Media Technician
Multi-Media Lab Instructor
Nurse
Test Administrator
Tutor (Non-Peer)
Writing Sample Evaluator