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AGREEMENT

EFFECTIVE: September 1, 2013

TERM: September 1, 2013 - August 31, 2016

By and Between

the

**COUNTIES OF TOMPKINS AND CORTLAND
(hereinafter referred to collectively
as the "County"),**

and the

**BOARD OF TRUSTEES OF TOMPKINS CORTLAND
COMMUNITY COLLEGE (hereinafter referred to
as the "Trustees"),**

**As Co-employers (hereinafter collectively
referred to as "Employer" or "College"),**

and the

**TOMPKINS CORTLAND COMMUNITY COLLEGE
FACULTY ASSOCIATION (hereinafter referred
to as the "Association").**

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ARTICLE I - 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 II - Savings Clause

This Agreement shall be interpreted in a manner consistent with the laws of the State of New York and/or of the United States of America; Provided, however, that if any provision of this Agreement and/or any application of the Agreement to any employee or group of employees shall be found contrary to the law then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and/or applications will continue in full force and effect.

ARTICLE III - Management Rights

The County, the College, and the Administration of the College, on its own behalf hereby retains and reserves all rights, power, authority, duty and responsibility conferred by the Laws and Constitution of the State of New York and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility and the adoption of such rules, regulations and policies as are deemed necessary will, as they apply to employees represented by the Association, be limited only by the specific and express terms of this Agreement.

ARTICLE IV - Association Recognition/Status

- 4.1 (a) The Employer recognizes the Association as the lawfully designated exclusive representative of employees of the College for the purposes of collective negotiations in a unit including all:

- Collections Development and Data Acquisitions Librarian
- Coordinator of Access and Equity Services
- Coordinator of Advisement Services
- Coordinator of Disney Program
- Coordinator of Information Delivery Services
- Coordinator of Tutoring and Accommodation Services
- Coordinator, PACE Program
- Counselors
- Full-time and regular part-time teaching faculty
- Instructional Software Specialist
- Learning Lab Specialists
- Librarians
- Pathways Advocate
- Professional Writing Tutor
- Student Success Advisor
- Student Success Coordinator
- Technical Specialists

all other mutually agreed upon positions; and excluding all other employees of the Employer.

- (b) Employees holding the title of Learning Lab Specialist shall be considered non-instructional employees.

- 4.2 A part-time teaching employee is one who is scheduled to work more than .75 but less than a full-load as herein defined, inclusive of the pro rata amount of the appropriate professional responsibilities as assigned by the supervisor. A part-time, non-teaching employee is one who is scheduled to work .75 or more, but less than a full-time load as herein defined, inclusive of the pro rata amount of the appropriate professional responsibilities as assigned by the supervisor.

Persons hired to fill temporary vacancies (due to leaves of absences, sabbaticals, etc.) of bargaining unit positions are considered to be members of the bargaining unit so long as the position remains .5 FTE or greater. The College retains full authority regarding vacancies due to permanent separation. This section is in effect through August 31, 2009. A committee comprised of three (3) members of the Association and three (3) members from the Administration will be appointed by the respective groups no later than February 1, 2009 and will be charged with the responsibility of reviewing Section 4.2. In addition, Section 9.8 will be opened for review at this time. Any change in Section 4.2 or Section 9.8 shall be subject to ratification by the Association and the College. If a successor agreement to Section 4.2 has not been reached by August 31, 2009, then Section 4.2 of the 1992-1995 agreement will be in effect. Existing unit members working less than .75 will not be affected by the new language. They will not be considered to be less than part-time.

- 4.3 Full-time administrative personnel who are hereafter selected from among the members of the bargaining unit may return to the bargaining unit if a position vacancy exists and, will on return to the bargaining unit, have restored all bargaining unit rights and benefits as if he/she had not left the unit, except for seniority and/or sabbatical leave eligibility which shall be the same as when he/she left.

Administrative personnel in the employ of the College, as of September 1, 1982, may enter the bargaining unit if a position vacancy exists and will, on entering the bargaining unit, retain seniority and benefits accrued as of September 1, 1982 based upon his/her years of service performing bargaining unit work for .5 or more of his/her full-time load.

- 4.4 The Association affirms that it does not assert the right to strike, nor to assist, nor to participate in any strike, nor to impose an obligation to conduct, assist, or participate in any strike.
- 4.5 Membership in the Association shall not be a condition of employment; nor will the Employer discriminate in hiring or promotional opportunities or otherwise because of an employee's membership or lawful activities in the Association or his/her refusal to join such organization or participation in any such activities.
- 4.6 The Association shall certify to the College, in writing, the current annual dues of the Association and provide the College with an Association approved voluntary dues deduction authorization form. The Association shall give the College not less than thirty (30) calendar days

written notice prior to the effective dates of any change in either annual dues or the authorization form.

- 4.7 The College agrees to deduct the annual dues of the Association from the salary of a bargaining unit member who voluntarily authorizes the same, in writing, on forms prescribed by the Association. Such authorization shall be for the current academic year and may be revoked at any time by the member, in writing. Deductions shall be equal to the annual or prorated dues of the Association divided by the number of pay periods remaining in the academic year following filing of the authorization. Dues shall be deducted over twenty-two (22) pay periods commencing in September and concluding in June. The College shall, within ten (10) days following each pay period in which dues deductions are made, transmit the amount so deducted to the Association.
- 4.8 The Association shall be entitled to the benefit of the provisions of the "agency shop" legislation enacted by the 1976-77 Legislature of the State of New York and as the same may hereafter be amended upon attainment of membership equal to seventy-five percent (75%) of the bargaining unit employees and for such period as the Association maintains said percentage membership and upon compliance with the terms and provisions of said agency shop legislation. Percentage determination as above shall be as of September 15, 1989 and thereafter on each successive September 15 during the Agreement term.
- 4.9 Association representatives shall have the right to transact Association business on College premises at any reasonable time, provided same does not interfere with instruction or the work obligation of any employee of the College.
- 4.10 The President of the Association shall be granted a three (3) credit hour or clock hour equivalent reduced load per semester. The College will make every reasonable effort to give the Association President a teaching/work schedule which will maximize his/her availability for the transaction of Association business.

Both parties will make every effort to have hearings, meetings and proceedings scheduled so as to minimize disruption of classes.
- 4.11 There will be a bulletin board at a location agreed upon by the parties hereto, under the exclusive control of the Association.
- 4.12 In the event of the reorganization of the College, the College shall notify the President of the Association of such intent not less than three (3) months prior to the effective date.

ARTICLE V - Past Practice

This Agreement supersedes all past practices relative to terms and conditions of employment herein contained. Practices, if any, relative to terms and conditions of employment not herein contained shall continue.

ARTICLE VI - Non-Discriminatory Application

Tompkins Cortland Community College is committed to equal opportunity in employment, admission, and treatment for all qualified individuals without regard to race, color, creed, national origin, sex, age, marital status, disability, sexual orientation, veteran status, or any other basis as prohibited by federal or New York state law. Furthermore, applicants and members of this Association will not be discriminated against on the basis of political affiliation.

This policy relates to all action related to, but is not limited to, recruitment, employment, upgrading, promotions, demotions, transfers, layoffs, terminations, training, and rates of pay and/or other forms of compensation.

ARTICLE VII - Appointments/Reappointments

Appointments. Appointments to positions covered by this Agreement shall be at the discretion of the Trustees upon the recommendation of the President.

Types of Appointment:

- 7.1 Temporary Appointment. A temporary appointment shall be an appointment to a bargaining unit position for a period not to exceed one (1) year renewable for one (1) additional year. The services of employees on temporary appointments may be terminable at will by the President of the College. An employee on temporary appointment who receives a term of continuing appointment shall maintain his/her years of temporary appointment for the purposes of seniority, sabbatical eligibility, as well as all other rights and privileges of the contract.
- 7.2 Grant Appointment. A grant appointment shall be an appointment to a bargaining unit position which has at least 25 percent funding from a grant (a source other than the College budget); it may continue for the length of the grant and will automatically expire at the end of the grant. The reappointment or non-reappointment of a grant appointment shall be at the sole discretion of the College.

Notice of non-reappointment, or of intention not to recommend reappointment shall be given in writing in accordance with the following standards:

- (a) Not later than three months in advance of its termination if the appointment is for less than one academic year and more than six months. If an appointment is for less than six months, notice will be given no later than the half way point of the appointment.
- (b) Not later than March 1 of the first academic year of service if the appointment expires at the end of that year; or, if a one-year appointment terminates during an academic year, at least three months in advance of its termination.
- (c) Not later than December 15 of the second academic year of service if the appointment expires at the end of that year; or, if an appointment terminates during an academic year, at least six months in advance of its termination.

- (d) Not later than December 1 of the third academic year of service.
- (e) At least twelve (12) calendar months prior to the end of the appointment year for any year thereafter.

An employee on grant appointment who receives a term or continuing appointment shall maintain his/her years of grant appointment for the purposes of seniority, sabbatical eligibility, as well as all other rights and privileges of the contract.

7.3 Term Appointment. A term appointment shall be an appointment to a bargaining unit position for a minimum period of one (1) year which shall automatically expire at the end of that period. The reappointment or non-reappointment of a term appointment shall be at the sole discretion of the College. The granting of a fifth (5th) consecutive term appointment (prorated as to part-time employees) constitutes the award of a continuing appointment. For employees hired on or after August 22, 1995, the granting of a sixth (6th) consecutive term appointment (prorated as to part-time employees) constitutes the award of a continuing appointment.

Notice of non-reappointment, or of intention not to recommend reappointment shall be given in writing in accordance with the following standards:

- (a) Not later than March 1 of the first academic year of service if the appointment expires at the end of that year; or, if a one-year appointment terminates during an academic year, at least three months in advance of its termination.
- (b) Not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; or if an initial extended appointment terminates during an academic year, at least six months in advance of its termination.
- (c) Not later than December 1 of the third academic year of service.
- (d) At least twelve (12) calendar months prior to the end of the appointment year for any year thereafter.

7.4 Continuing Appointment. A continuing appointment shall be an appointment to the bargaining unit position which, once granted, shall not be affected by changes in rank or grade and which shall continue until terminated in accordance with this Agreement.

7.5 Position Vacancies. Each bargaining unit position vacancy or newly created bargaining unit position (other than a temporary position) shall be announced through the College media and posted on the Association bulletin board at the same time as such information is disseminated to newspapers, periodicals, etc., intended to expeditiously assure wide geographic coverage and the reaching of a high percentage of qualified interested candidates including minorities and those physically handicapped.

7.6 The position announcements shall contain a job description, duties, responsibilities, compensation and an outline of required and desired qualifications.

- 7.7 After a two-week posting period (one week during the period June 15 to September 1) employees who have applied and who are qualified candidates shall be interviewed. During the period from the first day after the end of the academic year through the day before the new academic year employees shall be notified by mail of vacancies.
- 7.8 Preferential Candidate Status. Employees who apply and possess the qualifications and have satisfactory evaluations in their current positions, will enjoy preferential candidate status (preferential candidate status means if all selection factors are judged equal by the President, the current employee shall be appointed), consistent with applicable federal and state statutes relative to non-discrimination and equal employment opportunity and in compliance with the College's Equal Employment Opportunity and Affirmative Action Program in effect at the time.
- 7.9 All applications shall be filed with, or forwarded to, the Human Resources Department. Appointment to the position in question shall be made by the President.
- 7.10 (a) All materials submitted by an applicant who becomes an employee of the College shall become the property of the College.
- (b) The personnel file in the College Human Resources Department is the only official personnel file of the College.
- (c) Employees who submit an application and supporting material for another position at the College shall have those materials and other materials used in the selection process placed in their existing College personnel file.
- 7.11 Employees shall be notified of non-bargaining unit vacancies and newly created positions in the manner above provided.

ARTICLE VIII - Working Conditions

- 8.1 The concept of academic freedom shall be fostered at Tompkins Cortland Community College in accordance with the following statement adopted at the May 12, 1960 meeting of the State University of New York Board of Trustees:
- It is the policy of the University 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) role as citizen and faculty member, he (she) has the same freedom as other citizens. He (she) should be mindful, however, that in his (her) extramural utterance he (she) has an obligation to indicate that he (she) is not an institutional spokesman.
- 8.2 The regular appointment year for members of the bargaining unit with ten-month appointments shall be one hundred and sixty five (165) working days, as assigned, inclusive of instruction, examinations, advisement, committee work, recruitment (as appropriate) within the period: one (1) week prior to the first day of classes in the Fall Semester and one (1) week after the last day of classes in the Spring Semester.

- 8.3 The regular appointment year for members of the bargaining unit with twelve-month appointments shall be 261 working days within the period September 1 - August 31.
- 8.4 College classes shall be scheduled between eight (8) o'clock a.m. and ten (10) o'clock p.m. Employees may be assigned, within load, daily between eight (8) a.m. and ten (10) p.m., Monday through Friday. Effective September 1, 1984, employees teaching schedules shall not exceed an eight (8) hour span without the employee's consent.
- 8.5 (a) The work week for full-time librarians, counselors, technical specialists and learning laboratory specialists with ten-month appointments is thirty-five (35) hours, exclusive of a forty-five (45) minute meal period as close to the middle of the employee workday as possible. For authorized work in excess of thirty-five (35) hours, an employee shall have the option of earning at his/her calculated hourly rate either compensatory time off or the hourly rate in dollars.
- (b) The work week for full-time librarians, counselors, and technical specialists with twelve-month appointments is thirty-seven and one-half (37.5) hours exclusive of a forty-five minute meal period as close to the middle of the employee workday as possible. For authorized work in excess of thirty-seven and one-half (37.5) hours, an employee shall have the option of earning at his/her calculated hourly rate either compensatory time off or the hourly rate in dollars.
- 8.6 A counselor's load may include approximately twenty percent (20%) instruction.
- 8.7 The academic calendar shall be determined by the College.
- 8.8 The College shall establish teaching assignments and schedules.
- 8.9 Basic Load Full-Time Instructional Employees
- (a) Thirty (30) CHE maximum per academic year, sixteen (16) CHE maximum per semester exclusive of summer session for all instructional employees except LSRE and Nursing.
- (b) A credit-hour equivalent (CHE) is defined as one (1) CHE equals one (1) lecture hour, and a .75 CHE is one (1) lab/studio activity hour.
- (c) Sponsorship and attendance at student activities shall be on a voluntary basis.
- (d) Employees may be assigned no more than three (3) preparations per semester. If an employee voluntarily accepts a fourth (4th) preparation, he/she may elect to receive either a reduced load for that semester or monetary compensation.

For purposes of determining reduced load or monetary compensation the following shall prevail:

- (1) Preparations must occur simultaneously to invoke this provision unless the course that creates a fourth preparation situation is a regular full-semester course that has

been altered into a reduced time frame (for example, a forty-five hour fifteen-week course taught as a forty-five hour 7.5 week course), thereby causing the faculty member to teach sequential courses and to exceed three preparations in the semester as a whole.

- (2) In the event of a fourth preparation requiring load reduction or monetary adjustment, such adjustment shall be based on the actual credit hour involvement, i.e. 1-credit; 2-credits; 3-credits; or 4-credits.
- (e) This agreement pertains to compensation for teaching courses designated as part of a learning community. A “learning community” is defined as a pair of course sections from different disciplines in which all students enroll in both sections, with no other students allowed to enroll, and in which the instructors collaborate in the planning of instructions.

There will be three levels of instruction in learning communities:

- **Immersion** – In this model, which is to be employed for the first time a learning community is offered, both faculty members will be present for all class sessions of each section. Both sections will be considered part of each instructor’s load.
- **Continuing Immersion** – In this model, the two instructors continue the activities described in the Immersion model, but with less time required for planning because of the experience gained in the Immersion activity. Each will receive a two-credit-hour overload for this activity.
- **Thematic** – In this model, the instructors engage in planning and frequent communication, but attend one another’s class section infrequently, if at all. Only those who have participated previously in the Immersion model will be eligible to do this. Each will receive a one-credit-hour overload for this activity.

When a full load for an employee cannot be constituted from courses for which he/she is qualified and an underload exists, an employee shall make up load hours through the assignment of responsibilities not to exceed three (3) clock hours per CHE underload.

- (f) Nursing faculty load shall not exceed either thirty (30) annual CHE or thirty-one (31) to thirty-three (33) annual instructional (clock) hours, whichever is less, of seminar, class (lecture) and clinical instruction in NURS courses inclusive of all quarterly rotations. In addition, all faculty shall participate in level and program meetings as assigned. Unit members have the option of using banked overload up to the amount of the underload.
- (g) For the purpose of equating credit-hour equivalents (CHE) to the various internship courses offered, weighting will be given to the number of students enrolled per faculty member. All internships will have a 1:1 CHE credit for any lecture involved with the supervision. Internships that include more than one site visit and member-placement of students will carry a 4-student-per-CHE ratio. All other internships will carry a 5-student-per-CHE ratio.

- (h) FITN (Health and Recreation) instructional employees will be considered fully loaded on the basis of thirteen (13) activity (2 lab) courses and two (2) three (3) credit hour health and recreation courses per academic year.
 - (i) The College and the Faculty Association agree that any course that carries a credit hour equivalent of 1.5 or more, and is submitted to the State of New York for funding, will count as a credit hour equivalent course as specified in the collective bargaining agreement. [Article 8.9 (a and b)]
 - (j) The Association agrees that the submission of non-credit courses for state funding as credit hour equivalent courses is an administrative decision.
 - (k) The College agrees to inform Association members of such courses through College mail or e-mail during the year and by U.S. mail during the summer, as soon as the decision to offer the course is final, in order to give first preference for instruction according to Article 8.12 of the collective bargaining agreement.
 - (l) Teaching activities that occur in the period between the Fall and Spring semesters or after the Spring semester – in the case of coursework with overseas travel during one of those periods and either preparatory or follow-up academic work during the semester, that portion of the instructional activity that occurs off-contract will not be considered part of the faculty member's semester load or overload.
- 8.10 Participation in the coordination of Associate Degree programs shall be voluntary. Individuals who work on the coordination of Associate Degree programs shall receive such compensation or load reduction as may be mutually agreed upon by the College and the Association.
- 8.11 When unable to compile a full assignment within his/her discipline, and provided that no adjuncts are being used and that no voluntary overload exists within his/her discipline, employees, if qualified, may be assigned to other course areas and/or divisions.
- 8.12a Instruction of overload courses/sections is on a voluntary basis. The College has no obligation to assign overload courses to employees volunteering for such courses. Interest in teaching a specific overload course/section scheduled must be declared no later than five (5) days following the first day of pre-registration for the fall and the spring. Interest in summer school courses/sections must be declared no later than May 1st.

If the employee selected course/section opens, the employee is obligated to teach this course/section or they waive their right to a preferred overload course/section for that semester. If the course/section does not open, or becomes part of the employee's full time load, the employee shall be given preference for an adjunct assigned course/section for which the employee is qualified to teach. If no adjunct assigned course/section for which the employee is qualified to teach is available, the employee will have the right to bump the least senior employee scheduled to teach an overload course/section for which the employee is qualified.

Qualified full-time employees (as determined by the Provost/Vice President of the College) shall be provided their first preference for overload course/section on the basis of seniority.

An employee may teach 12 CHEs of overload courses per academic year. Employees will be limited to 12 CHEs during the summer session. This restriction may be waived by mutual agreement by the College and the Association.

Voluntary overload assignments prior to 6:00 p.m. may be authorized, provided the employees recommended for such assignments are carrying full teaching loads and the courses in question could not otherwise be assigned to another employee qualified to teach the course(s) as part of their regular teaching load.

When more than one qualified full-time employee requests the same course as voluntary overload, seniority is determinative; when seniority is the same, rank is determinative. When seniority and rank are equal, seniority in rank is determinative; assignment thereafter shall be on a rotating basis.

8.12b Banked Overload Hours

Bargaining unit members who teach in excess of the basic load as specified in article 8.9 may elect to bank the overload up to a maximum accumulation of eighteen (18) credits. Unit members will notify the Human Resources Department of their intention to bank or redeem the overload credits by completing the Banked Overload Form.

The banked overload credit hours may be used at the member's discretion for a reduction in basic load or for taking a full semester leave. Members wishing to take a semester leave must redeem eighteen (18) credits. Members must notify, in writing, the appropriate Provost/Vice President of the College or Dean of their intention to redeem the banked hours as follows:

- When redeeming up to twelve (12) credits the notification deadline is April 15 for redemption in a fall semester and November 15 for redemption in a spring semester. Members must teach a minimum of three (3) credit hours or work the credit hour equivalent.
- When redeeming eighteen (18) credits for taking a semester leave the notification deadline is April 1 for redemption in a fall semester and November 1 for redemption in a spring semester.

After the notification deadline has passed unit members wishing to redeem banked overload must submit a written request to the Provost/Vice President of the College or appropriate Dean and the Human Resources Department. In responding to the request the Provost/Vice President of the College or Dean will consider the following criteria:

- the employee would otherwise be light loaded;
- the employee provides a mutually acceptable professional development plan;
- the employee temporarily requires a more flexible instructional load for valid personal reasons.

Advisement loads will not be affected by the use of up to eight (8) banked overload credits; however, flexible options such as involvement in summer or intersession and advisement may be arranged if mutually acceptable.

At the end of each academic semester, the College will provide unit members who have banked hours a statement itemizing the credit hours banked.

8.12c High School Articulation and Concurrent Enrollment

The Faculty Association and the College recognize the need to strengthen relationships with faculty colleagues from area high schools. It is understood that this may include the offering of credit courses, as well as other types of articulation agreements between regional high schools and the College. The Commissioner of the State Education Department has in recent rulings endorsed these types of agreements. The following seeks to clarify the working relationship with members of the Faculty Association and the College with respect to these articulation agreements and concurrent enrollments, specifically as to the effect on long-term security, bargaining unit members' opportunity for overload courses, as well as the academic integrity of the agreements.

8.12d Long-term Security for Bargaining Unit Members

The impact on enrollment of the high school articulation agreements and concurrent enrollment shall be monitored by the Labor Management Committee. The College will provide the Association with copies of all current and future agreements. Each semester, the number of agreements, the particular student enrollment in each course, and the number of those students that actually enroll in Tompkins Cortland Community College will be assessed to ascertain whether there is any potential for negative impact on the numbers of courses/sections offered at the College. If the trends suggest any negative impact on numbers of courses/ sections offered at the College, the College agrees to limit the agreements in that course area so as to avoid any further negative impact.

8.12e Overload

To assure that all faculty who desire overloads have the opportunity for such overload work, the College agrees not to enter into any agreements with area high schools to offer credit-bearing courses involving the high school faculty in any discipline for which there are not sufficient existing opportunities for full-time base load as well as overloads for all bargaining unit members qualified to teach in that respective discipline. Implementation of this aspect of agreements could be accomplished by not finalizing agreements with the area high school until after the advanced registration period when most loading and overloading situations could be predicted.

8.12f Academic Integrity

Tompkins Cortland bargaining unit members in the subject area, discipline, and/or layoff unit of the course offered through the agreements shall be offered compensation opportunities consistent with the provisions of the existing Faculty Association Agreement for assisting in establishing the high school articulation agreements, and/or monitoring, and/or evaluating the courses and non-bargaining unit member instructors. Bargaining unit members within the subject area, discipline, and/or layoff unit will be notified of the College's intent to develop specific high

school articulation agreements in specific subject areas. In the event that Tompkins Cortland faculty involved in the review of a course find that the course is not equivalent to the master syllabus and discussions with high school faculty do not lead to a mutually satisfactory modification, the course will not be offered. Criteria to be used in assessing such equivalence include the qualifications of the high school faculty member teaching the course, the textbook and related instructional materials, and consistency with the master course syllabus. If a faculty member recommends against offering a course for reasons not related to its equivalence to other sections of the course offered by the College, the College reserves the right to seek and follow the advice of those who will adhere to the above guidelines. Faculty will be paid for any work performed regardless of whether or not the arrangements result in an actual course offering.

The assignment of the non-instructional high school activity shall be consistent with the provisions for determining assignment of overload as described in section 8.12a.

Qualified full-time employees (as determined by the Provost/Vice President of the College) shall be provided their first preference for high school course/articulation on the basis of seniority.

When more than one qualified full-time employee requests to become involved with the same high school articulation arrangement as voluntary non-instructional activity, seniority is determinative; when seniority is the same, rank is determinative. When seniority and rank are equal, seniority in rank is determinative; assignment thereafter shall be on a rotating basis.

The College agrees that the development of agreements with any agency which involves teaching Tompkins Cortland Community College courses for credit, or which provides for the granting of such credit through means other than classroom instruction, may not occur without the full involvement of the appropriate faculty based on the terms detailed in this agreement.

It is understood that if discussions regarding any potential articulation agreements need to take place during times that the faculty are not on contract that the College will inform the President of the Faculty Association and all appropriate faculty in the subject area, discipline, and/or layoff unit.

8.12g Concurrent Enrollment Faculty Liaisons

In each curricular area in which Concurrent Enrollment courses are offered, the College will appoint once more CollegeNow Faculty Liaisons to perform the tasks described below. It is understood that in instances in which many sections of a course are offered, more than one Association member may share the work; such determinations are at the discretion of the Provost.

The compensation for this voluntary activity will be based on index points as defined in the section of this contract pertaining to Department Chair compensation.

- 1- Review of teacher credentials and Concurrent Enrollment course proposals (one point)
- 2- Conducting of a site visit to the high school (two points)
- 3- Review of TC3 final exams or common assignments given in Concurrent Enrollment courses, where applicable (one point per high school section)

- 4- Individual meetings with high school teacher, as needed (one point)
- 5- Deliver orientation workshop for new Concurrent Enrollment teachers (two points)
- 6- Deliver staff development workshop for experienced Concurrent Enrollment teachers (two points)

It is understood that the Liaison(s) in each curricular area will perform these tasks as follows:

- Task #1 is to be performed annually.
- Task #2 is to be performed biennially.
- Task #3 is to be performed, as needed, every semester a given course is offered.
- Task #4 is to be performed as needed.
- Task #5 and #6 will not be required of every Liaison, but instead may be provided by one or more Liaisons for groups of teachers from many disciplines.

- 8.13 Employees must meet their classes as scheduled except as provided for in the following:
 - (a) A voluntary change in the time and/or location of a class meeting must have the prior authorization of the Provost/Vice President of the College. If unable to obtain approval prior to the class meeting, notice of the change shall be posted at the original location.
 - (b) A permanent change in the master schedule must have the prior authorization of the Provost/Vice President of the College.
- 8.14 Counselors will not be assigned as academic advisors without the approval of the Dean of Student Life. Other non-instructional employees will serve as advisors on a voluntary basis.
- 8.15 Employees with instructional responsibilities shall file with the Provost/Vice President of the College, post and maintain a schedule consisting of one (1) office hour per week for each 3 CHE scheduled for student consultation and/or advisement. Office hours shall be held at reasonable times; whenever possible scheduled hours shall be in close proximity to classes.
- 8.16 Each employee shall timely submit grade and attendance records as required.
- 8.17 Employees are expected to serve on College committees in as equitable a manner as possible consistent with individual interests, aptitudes and abilities, and with the needs of the college community.
- 8.18 Administrators may teach courses at the College; however, such instruction shall not cause termination of unit employees.
- 8.19 Teaching faculty shall have the right to select their textbooks. The College shall inform employees of the order dates established by textbook publishers as soon as known by the College.
- 8.20 a. Academic advising will be considered Faculty Association work, with responsibilities for the advising of individual students to be assigned to its members.

- b. Full-time teaching faculty shall be assigned advisees not to exceed thirty-five (35).
- c. The College will make every effort to equalize such assignment.
- d. Where possible, advisees shall be from the instructor's discipline and/or one (1) other related discipline.
- e. An advisor may accept an advisee overload. All such overloads will be voluntary and will be at the discretion of the Provost. Compensation for each overload advisee will be 1.5 times the advisor's non-teaching hourly rate per semester. Anyone accepting such overload will be required to maintain one-hour of additional office hours over the course of the semester for each overload advisee. When those office hours will be held will be at the discretion of the advisor, but it is expected that the advisor will be available on campus at the busiest time of the advisement cycle. It is understood, furthermore, that this requirement represents a minimum commitment and that good advisement takes more time than that which this paragraph has specified. By the final day of the semester, as advisor with an advising overload will submit to the Provost a report on the additional office hours maintained.
- f. At the discretion of the Provost, part-time students may be assigned to advisors as part of their regular advising load and may be considered part of an advisor's advising overload. The compensation for part-time advisees will be the same as that for full-time advisees. Whenever possible, in the case of part-time students whose courses are offered at an extension center, the advisor should make every effort to provide advisement services to those students at the extension center on an appropriate schedule. Because an off-campus presence is required to meet the needs of such students, no advisor will be assigned to advise them as part of his or her regular advising load.

The part-time advisees who may be assigned advisors include those enrolled in at least six credit hours and those enrolled in three to five credit hours who are in at least their third semester of continuous enrollment.
- g. Certain student populations, including ESL students and those enrolled in at least two developmental courses, will be considered as a substitute for one or both degree programs in which as advisor may advise, provided that the advisor does so willingly. An advisor who has an advisee load composed of all such students will be considered to have a fill advising load of 20 students; each additional such student will be considered as an advising overload, with appropriate compensation. Because of the time involved in advising such students, the overload compensation for each additional student will be 1.5 times that of the usual compensation. Moreover, in the interest of continuity, the advising relationship may continue for a second semester, regardless of the number of developmental or ESL credits in which the student enrolls, provided that both the advisor and the student agree to this arrangement.
- h. A student who changes his or her degree program may keep his or her advisor under the following conditions:

1. The student's new degree program is General Studies.
 2. The student will have earned at least 45 total credit hours, from any combination of TC3 and other colleges attended, by the end of the semester during which the change of program occurs.
 3. The student and the advisor both agree to this arrangement.
 4. The advisor agrees to waive the two degree program limit for this case only.
- 8.21 No employee shall be required to perform any work under conditions which jeopardize his/her health or safety. In the case of any emergency, the College shall give notice within a reasonable period of time to the Association President and all affected employees as to any known or suspected health and/or safety hazards.
- 8.22 Employees who choose to take a part-time administrative position may do so for four-tenths (.4) or less of their load and retain all rights, benefits, and seniority hereunder. Administrative assignments hereunder shall not be such as to place the individual so assigned in a conflict of interest position.
- 8.23 (a) When dealing with independent studies and proficiency examinations, the employee shall receive the student-paid portion of the tuition for that course.
- (b) Conducting in-progress grades, independent studies, cooperative education and proficiency exams shall not have any impact on other loading issues.
- (c) Employees have the right to refuse added assignments such as in-progress grades, independent studies, cooperative education and proficiency examinations.
- (d) An employee shall receive \$200 for each cooperative education student he/she supervises.
- 8.24 (a) Employees may be required to work at off-campus locations as part of their regular load provided that a full load cannot be constituted on campus. Employees whose regular load includes off-campus assignments shall be reimbursed for travel at the rate provided herein, measured from the campus to the off-campus location and return. In the event the employee goes to the off-campus site directly from or returns directly to his/her home, he/she will be reimbursed at the lesser of either the campus to site or home to site basis.
- (b) Except as the President may otherwise authorize, employees who work voluntary overload at off-campus locations will not receive mileage.
- 8.25 Under normal circumstances, no substitute will be employed unless one week's equivalent of consecutive classes has been missed. Qualified employees may on a voluntary basis be assigned substitute duty and, if assigned, shall be compensated therefore, at their overload rate of pay prorated.

ARTICLE IX - Salaries and Economic Consideration

- 9.1 Every employee shall receive notification of their annual salary consistent herewith, setting forth his/her academic rank or title and salary.
- 9.2 At an employee’s option, he/she shall be paid on either twenty-two (22) or twenty-six (26) approximately equal installments. Dependent on the calendar, the twenty-six payment option could change to a twenty-seven (27) payment option. Employees shall be notified if such a change should occur.
- 9.3 Any Agreement between the College and any individual member of the bargaining unit regarding the terms and conditions of their employment shall be expressly subject to this Agreement.
- 9.4 Salary Ranges

Salary ranges for all ranks both 10 and 12 month positions shall be increased as follows:

2013-2014 1.25%; except for the rank of instructor and assistant professor, which will be increased by 3%

2014-2015 2.5%; except for the rank of instructor and assistant professor, which will be increased by 3%

2015-2016 2.5%; except for the rank of instructor and assistant professor, which will be increased by 3%

(A) Ten-Month Employees:

<u>RANK/GRADE</u>	<u>2013-2014</u>		<u>2014-2015</u>		<u>2015-2016</u>	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
I	\$28,641	\$42,962	\$29,500	\$44,251	\$30,385	\$45,579
II	\$33,696	\$50,543	\$34,707	\$52,059	\$35,749	\$53,621
III	\$38,967	\$58,453	\$39,941	\$59,914	\$40,940	\$61,412
IV	\$45,845	\$68,767	\$46,991	\$70,486	\$48,166	\$72,248
Instructor	\$40,773	\$61,161	\$41,996	\$62,996	\$43,256	\$64,886
Assistant	\$46,638	\$69,956	\$48,038	\$72,054	\$49,479	\$74,216
Associate	\$55,014	\$82,521	\$56,390	\$84,584	\$57,799	\$86,698
Professor	\$66,017	\$99,026	\$67,667	\$101,501	\$69,359	\$104,039

(B) Twelve-Month Employees:

RANK/GRADE	2013-14		2014-15		2015-16	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
I	\$34,370	\$51,555	\$35,401	\$53,101	\$36,463	\$54,694
II	\$40,434	\$60,653	\$41,647	\$62,472	\$42,896	\$64,346
III	\$46,759	\$70,142	\$47,928	\$71,895	\$49,126	\$73,693
IV	\$55,014	\$82,521	\$56,390	\$84,584	\$57,799	\$86,698
Instructor	\$48,927	\$73,392	\$50,395	\$75,593	\$51,907	\$77,861
Assistant	\$55,966	\$83,947	\$57,645	\$86,465	\$59,374	\$89,059
Associate	\$66,017	\$99,026	\$67,667	\$101,501	\$69,359	\$104,039
Professor	\$79,221	\$118,830	\$81,202	\$121,801	\$83,232	\$124,846

Salary ranges for twelve (12) month employees have been established independent of salary ranges for ten (10) month employees.

If a bargaining unit member's base salary remains below the minimum of the salary range for a rank after a promotional stipend is added, then the member's base salary will be increased to the minimum of the salary range for the rank.

A bargaining unit member's base salary will not be allowed to exceed the maximum of the salary range for their rank/grade with the exception of the Professor rank.

- 9.5 Employees, present and/or hereafter employed, shall be compensated at salary levels within the foregoing ranges applicable to their respective rank or grade, pro rata as to part-time employees. There are no specific steps.

9.6 Salaries

Salary increases for bargaining unit members shall be as follows:

- (a) effective September 1, 2013 members who held the following ranks/grades during the 2012-2013 academic year shall have the following amounts added to their base salary

Instructor/I	\$815
Assistant Professor/II	\$815
Associate Professor/III	\$815
Professor/IV	\$815

Note: There is a range movement of 1.25% except for the rank of instructor and assistant professor, which will be increased by 3%.

- (b) effective September 1, 2014 members who held the following ranks/grades during the 2013-2014 academic year shall have the following amounts added to their base salary

Instructor/I	2.5%
Assistant Professor/II	2.5%
Associate Professor/III	2.5%
Professor/IV	2.5%

Note: There is a range movement of 2.5% except for the rank of instructor and assistant professor, which will be increased by 3%.

- (c) effective September 1, 2015 members who held the following ranks/grades during the 2014-2015 academic year shall have the following amounts added to their base salary

Instructor/I	2.5%
Assistant Professor/II	2.5%
Associate Professor/III	2.5%
Professor/IV	2.5%

Note: There is a range movement of 2.5% except for the rank of instructor and assistant professor, which will be increased by 3%.

- 9.7 When it becomes necessary to contract services of employees covered by this Agreement, before or beyond the limits of the Agreement, said employees will be compensated at a per diem rate of 1/165 (for 10-month employees) or 1/260 (for 12-month employees) of the minimum salary of the employee's rank/grade.

Non-instructional members of the Association who are continuing to perform their regular full-time duties beyond the limits of the Contract will be compensated at their per diem rate.

9.8 Overload Salary Schedule

- (a) Instructional Overload Adjustment (per credit hour)

TSI/LLSI/Instructor	740
TSII/LLSII/Asst. Prof.	785
TSIII/LLSIII/Assoc. Prof.	840
TSIV/LLSIV/Professor	900
TSIV/LLSIV/Professor (8 or more years in rank)	965

- (b) Non Credit Instructional Activity will be paid as a pro rata of the appropriate credit hour overload rate based on the number of instructional hours.
- (c) Non-instructional activity will be paid at the rate of 1/165th (for 10-month employees) and 1/260th (for 12-month employees) of the minimum salary of the employee's rank/grade. When 10 and 12-month employees are doing the same work, compensation will be 1/165th of the minimum 10-month salary for the employee's rank/grade.
- (d) The College reserves the right to pay additional compensation under special situations where the College requires the employee's special skills and credentials. Compensation may be based on verified market conditions.
- (e) If an association member's employment status changes from that of Technical/Learning Lab Specialist to an instructional rank and the new rank is lower than the equivalent rank of the previous position (e.g., from TS IV to Assistant Professor) he or she will receive overload teaching compensation at the higher level.

9.9 Upon promotion to a higher rank, a promoted member's base salary shall be increased as follows:

Assistant Professor/II	\$1,000
Associate Professor/III	\$1,500
Professor/IV	\$2,000

- 9.10 An employee authorized to use his/her motor vehicle to attend an approved function shall be reimbursed at the federal rate then in effect for the round-trip distance, calculated via the most direct route from the campus to the destination, plus the distance necessarily accumulated while attending the event, plus road and bridge tolls paid along the route. Meal allowances shall be breakfast \$6.00; lunch \$10.00; dinner \$16.00; full days \$32.00.
- 9.11 Employees who wish to participate in the CFCU – Community Credit Union shall be allowed to do so through payroll deductions.
- 9.12 A Professor/IV who has at least five (5) years in rank and has consistently maintained excellence in teaching/professional service, will be eligible for an award for Excellence. Awards become effective upon selection by the President. Each contract year, five (5) awards may be granted and \$2,000 will be added to the base pay of each recipient. A professor/IV will be eligible to receive the award once every five (5) years.

9.13 Fitness Center

Bargaining unit members who join a fitness center and provide a receipt and proof of participation in a minimum of 30 sessions over a four-month period will be reimbursed the cost of the membership not to exceed \$80 per four-month period.

ARTICLE X - Leaves of Absence

10.1 Sick Leave

A sick leave for full-time employees shall be earned and accrued at the rate of one (1) day per month employed (ten or twelve) to a maximum of 180 working days (pro rata for part-time employees). Consistent with Section 10.8 hereof, the Employer will deduct, as needed, up to two (2) days from each employee's sick leave accrual as the contribution to the sick leave bank.

10.2 Personal and Family Leave

- (a) An employee shall be allowed five (5) leave days per contract year for personal and family business (pro rata as to part-time employees).
- (b) A new employee shall receive the following personal and family leave:
 - a. One (1) leave day at the beginning of the new appointment.
and
 - b. An additional day for each quarter year worked of the new 12 month appointments.
 - i. For example: One (1) day for September through November, December through February, March through May, June through August.
 - c. An additional day every two months worked for new 10 month appointments.
 - i. For example: One (1) day for September through October, November through December, January through February, and March through April.
- (c) Personal and family leave time must be reported to the supervisor. Whenever possible, the employee will notify the supervisor twenty-four (24) hours in advance of the leave.
- (d) Personal and family leave days will not accrue, but if not used during the contract year will accrue to the employee's annual sick leave.
- (e) All bargaining unit members are encouraged to attend the annual Retreat. Each individual may choose a day within the subsequent 12 months to be exchanged for attending the Retreat Day.

10.3 Bereavement Leave

- (a) Three (3) days of leave shall be allowed each contract year for full-time employees (prorated for part-time employees) for the purpose of death in the family.
- (b) Bereavement leave must be reported to the supervisor.
- (c) Bereavement leave will not accrue.

- (d) Under unusual circumstances, the President may grant additional bereavement leave if so requested by the employee.

10.4 Leave Without Pay

- (a) The President may, in his/her discretion, grant a leave of absence without pay to a maximum of one (1) year.
- (b) Requests shall be made in writing and be submitted to the President as far in advance of the requested effective date of leave as possible.
- (c) Such leaves shall commence at the beginning of a semester whenever possible.
- (d) Upon return from such leave the employee shall be restored to the position, which he/she held prior to his/her leave, or a comparable position.
- (e) Time on unpaid leave shall neither count as an interruption of, nor credit toward, continuing appointment, promotion, seniority or other College service.
- (f) The period of unpaid leave shall not count toward sabbatical leave eligibility; however, such leave shall not constitute an interruption of service.
- (g) Sick leave and personal leave shall not accrue during the period of unpaid leave.
- (h) An employee who is on authorized leave without pay, may continue his/her health insurance and/or income protection coverage during the period his/her contribution is not being deducted from his/her pay by remitting direct payments covering both the employer and the employee's shares of the premium to the Budget & Finance Office at the College.

10.5 Family Medical Leave

The leave time in this contract shall not limit the obligations of the employer or the employee under the provision of the Family Medical Leave Act of 1993 (FMLA).

Family Medical leave shall be granted to an eligible employee for a total of (12) workweeks of unpaid leave during any 12-month period for the following purposes:

- a. for incapacity due to pregnancy, prenatal medical care or child birth;
- b. to care for the employee's child after birth, or placement for adoption or foster care;
- c. the care of the employee's spouse, son, daughter, or parent, who has a serious health condition; or
- d. for a serious health condition that makes the employee unable to perform employee's job.

Military Family Leave Entitlements

1. Qualifying Exigency Leave
2. Military Caregiver Leave

The employee must provide notice of his or her intent to take family and medical leave not less than 30 days before the leave is to begin or as soon as is practicable.

The employee must provide medical certification for FMLA leave taken to care for an employee's spouse, son, daughter or parent who has a serious health condition or for the serious health condition of the employee or circumstances supporting the need for military family leave. The College shall maintain coverage for health insurance to an employee on FMLA pursuant to this section for the duration of the 12-week period and under the conditions coverage would have been provided if the employee had continued in employment for the duration of such leave. Upon return from FMLA, the employee must be returned to the same position or to an equivalent position with equivalent benefits, pay, status, and other terms and conditions of employment. Employee Rights and Responsibilities under the Family and Medical Leave Act periodically change, the current provisions under the Act can be found on the College's website.

10.6 Sabbatical Leave

- (a) Sabbatical leaves for professional development shall be made available to all employees who meet the requirements set forth herein for professional improvement of the individual, thereby increasing his/her value to the College, and thereby improving and enriching its program.
- (b) Sabbatical leaves shall be granted for planned travel, study, formal education, research, writing, professional work experience, or other experiences of professional value directly related to the professional development of the individual in terms of its use and value to the College.
- (c) Employees who have completed at least six (6) consecutive years of full-time service (pro-rata for part-time), at Tompkins Cortland Community College, and who are assistant professors/technical specialists II/learning lab specialist II or above, or who, if they have had a sabbatical leave, have completed at least six (6) consecutive years of full-time, (pro-rata for part-time), service from the date of return from their last sabbatical leave, will be eligible for a sabbatical leave. In computing consecutive years of service for the purpose of this section, periods of paid leave of absence shall be included; periods of unpaid leave of absence shall not be included, but shall not be deemed an interruption in the number of years of continuing service accumulated. (For example, employees who are .8 FTE would need to complete 7.5 consecutive years before being eligible for a sabbatical leave; a .5 FTE employee would need to complete 12 years.)
- (d) Sabbatical leaves may be granted for one year at one-half salary, which would have been paid during the year of the sabbatical, or for one-half year at full salary (pro-rata for part-time staff) for the year in which the sabbatical occurs. Employees on sabbatical leave may accept fellowships, grants-in-aid, or earned income to assist in accomplishing the purpose of their leaves. No more than five (5) employees are to be granted sabbatical leave in each fiscal year. All fringe benefits excluding sick leave, personal leave and family leave shall continue while the employee is on sabbatical leave.
- (e) Each application shall include a statement outlining:
 - the purpose of the leave;

- the program to be followed while on leave;
 - if the leave is for study, the name of the institution and the identity of the study and the courses to be pursued and their relationship to the applicant's professional position;
 - the specific educational objective(s) directly relating to the applicant's field of endeavor.
- (f) (1) Applications for sabbatical leaves shall be submitted to the Human Resources Administrator by October 1 of the academic year preceding the requested leave. The Human Resources Administrator will provide the applicant with notification acknowledging receipt of the application. The chair of the Sabbatical Leave Committee is responsible for obtaining the applications from the Human Resources Administrator.
- (2) The chair of the Sabbatical Leave Committee will forward the Committee's recommendations to the Provost by January 1. The Provost will forward the committee recommendations together with his/her recommendations to the President by January 15. The President will notify the applicant of the action of the Trustees relative to his/her application by March 1.
- (g) The sabbatical applicants and the terms of their leaves shall be recommended by a committee composed of three (3) elected representatives of the bargaining unit on continuing contract and two (2) representatives appointed by the President. An applicant may not be a member of the committee.
- (h) Sabbatical leave recipients remain employees of the College and their salary shall be subject to the normal deductions for social security, income taxes, health insurance and other deductions. Upon return from sabbatical leave the recipient will be restored to the position to which entitled (or a comparable position) at a salary equal to that he/she would have received had he/she been in regular attendance at the College during the period of the sabbatical leave.
- (i) Within sixty (60) days after return from sabbatical leave, the recipient will submit to the President, a written report including objectives achieved together with appropriate records and data relative to such leave.
- (j) Following sabbatical leave the recipient is expected to return and complete one (1) year of service. The College may require as a condition precedent to the granting of a sabbatical leave the execution of instruments to secure the repayment of salary received when on sabbatical leave in the event of the willful failure of the recipient to return and complete such service.
- (k) Bargaining unit members electing to take a one semester or one-half year leave, as appropriate, at full pay, (pro-rata for part-time staff) shall propose a period of time coinciding as nearly as possible with a college semester. If an exception to this time period is necessary, due to the content of sabbatical work, a special request describing that concern shall be provided by the applicant with the application.
- (l) Excepting procedural compliance, matters relating to the granting or denying of sabbatical leaves shall not be grievable or arbitrable hereunder.

10.7 Vacation/Holiday Leave

- (a) A twelve-month employee, using the employee's anniversary date as the qualifying date, will accrue vacation at the rate of 1.667 days per month (pro rata for part-time employees) for a total of 20 days per year as vacation.

A twelve-month employee with more than five (5) years but less than ten (10) years of service, using the employee's anniversary date as the qualifying date, will accrue vacation at the rate of 1.75 days per month (pro rata for part-time employees) for a total of 21 days per year as vacation.

A twelve month employee with ten (10) years or more of service, using the employee's anniversary date as the qualifying date, will accrue vacation at the rate of 1.83 days per month (pro rata for part-time employees) for a total of 22 days per year as vacation.

Days earned and not used shall accrue year to year to a maximum of thirty (30) work days. Days earned over thirty, but not used, will be lost except that the employee will automatically receive pay for one (1) unused vacation day per year when thirty-one (31) days have been accumulated. On separation from the College an employee shall be compensated for accrued vacation leave at the employee's then level of compensation, not to exceed thirty (30) days.

- (b) All vacation time taken must be first requested of and approved by the immediate supervisor.
- (c) Effective September 1, 2013, twelve-month employees shall be allowed the following holidays:

	2013 – 2014	2014 – 2015	2015 – 2016
Labor Day	Sept. 02, 2013	Sept. 01, 2014	Sept. 07, 2015
Thanksgiving	Nov. 28, 2013	Nov. 27, 2014	Nov. 26, 2015
Friday after Thksg.	Nov. 29, 2013	Nov. 28, 2014	Nov. 27, 2015
Winter Holiday	Dec. 24, 2013	Dec. 24, 2014	Dec. 24, 2015
Winter Holiday	Dec. 25, 2013	Dec. 25, 2014	Dec. 25, 2015
Winter Holiday	Dec. 26, 2013	Dec. 26, 2014	Dec. 28, 2015
Winter Holiday	Dec. 27, 2013	Dec. 29, 2014	Dec. 29, 2015
Winter Holiday	Dec. 30, 2013	Dec. 30, 2014	Dec. 30, 2015
Winter Holiday	Dec. 31, 2013	Dec. 31, 2014	Dec. 31, 2015
New Year's Day	Jan. 01, 2014	Jan. 01, 2015	Jan. 01, 2016
M.L. King Day	Jan. 20, 2014	Jan. 19, 2015	Jan. 18, 2016
Spring Day	*	*	*
Memorial Day	May 26, 2014	May 25, 2015	May 30, 2016
Independence Day	July 04, 2014	July 03, 2015	July 04, 2016

*Friday prior to the end of spring recess

- d) A twelve-month employee shall be allowed two floating holidays to be determined by the employer, in consultation with the employee's supervisor.

10.8 Association Sick Bank

- (a) The intent of the Association sick bank shall be to assist and aid full- and part-time employees who experience unusual circumstances that cause a need for sick leave beyond that which they have earned and accrued.
- (b) The Association sick bank covering bargaining unit employees shall operate in the following manner:
 - (1) Each twelve-month employee shall surrender to the bank as needed two (2) sick leave days per contract year; all other employees shall surrender to the bank, as needed, sick days on a pro rata basis.
 - (2) The sick leave days surrendered by the employees shall accrue to a maximum of 500 sick days. Surrender of sick days by employees shall cease upon reaching the 500 day bank limitation and resume at the discretion of the Association sick bank executive committee.
 - (3) The 500 days previously accrued and contributed by the employees covered by this Agreement shall be transferred in full to the Association sick bank.
 - (4) Requests for use of the sick bank reserve shall be made to the Sick Bank Executive Committee. Membership of the committee shall be the President of the Association and the President of the College or their respective designees.
 - (5) Withdrawals from the sick bank shall be granted in accordance with the following procedures:
 - a. Written application shall be made by the employee or his/her designee using the appropriate form provided by the Human Resources Department of personnel services.
 - b. Professional evidence of need shall support the claim.
 - c. Limitations on employee withdrawals may be made at the discretion of the sick bank executive committee up to a maximum of 130 working days or until the employee becomes eligible for the limited total disability plan, whichever is earlier.
 - d. The decisions of the executive committee shall be neither grievable nor arbitrable; however, if the Association sick bank executive committee is unable to agree or make a decision the employee may request expedited arbitration from the first available arbitrator drawn from a panel consisting of the arbitrators in the Cornell School of Industrial and Labor Relations and administered by the American Arbitration Association. The parties shall be bound by the arbitrator's award and the costs thereof shall be shared equally by the College and Association. The arbitrator shall render a bench decision where possible, but in no event later than one (1) week after the close of the hearing. The arbitrator shall be limited to granting no more than the number of

days which would otherwise have been awardable by the Executive Committee, as specified in paragraph 10.7 (b) 5.c.

- e. If the sick bank has less than five hundred (500) days, then one hundred percent (100%) of the sick leave left by employees who terminate will accrue to the sick bank. Also, retiring employees who do not apply unused sick leave to pay for health insurance (see Article 14.5) shall have their unused sick leave remaining (if a balance remains after the up to \$5,000 has been paid) added to the sick bank.

10.9 Notification - The College shall, each semester, advise (1) the Association President of the Association sick bank account status; (2) each bargaining unit member of his/her leave status and accumulations.

10.10 Jury Duty - An employee scheduled for jury duty shall be excused from his/her duties and responsibilities for the period of such assignment without loss of pay or benefits, less compensation for jury service excluding all expenses.

ARTICLE XI - Evaluation

The following evaluation system is designed to contribute to the maintenance of satisfactory professional service, to provide information to identify those who deserve special professional recognition, to meet the need for verification of performance for those outside the institution, and to offer feedback to individuals for their further professional development.

For purposes of evaluation, association members will be grouped into two categories: teaching faculty including all whose primary responsibility is instruction; and non-teaching professionals, whose primary responsibilities encompass other activities.

11.1 Teaching Faculty - Student Evaluations

The frequency and number of student evaluations will normally be tied to academic rank, except in those cases in which either the College or the faculty member states the need for a larger sample of student evaluations.

<u>Rank</u>	<u>Sections Evaluated</u>
Instructor	All
Assistant Professor	2 per semester
Associate Professor	2 per year
Professor	2 per year

At the ranks of Assistant Professor, Associate Professor and Professor, the faculty member and the College (Provost/Vice President of the College) will each select one section to be evaluated during the time period specified.

11.2 Teaching Faculty - Professional Observation Visit

This visit, made by the Provost/Vice President of the College or his designee, will occur on the following schedule, once again using rank to determine frequency:

<u>Rank</u>	<u>Frequency</u>
Instructor	Each semester
Assistant Professor	Each year
Associate Professor	Every other year
Professor	Every third year

A one week notice will be provided when an online course is being reviewed. Access to the online course will be for no more than one week.

Additional visits, at the discretion of the Provost/Vice President of the College, could occur if the Provost feels it is necessary, based on student evaluations or concerns about a faculty member's performance. Beyond these circumstances, a professional observation will be made as part of the promotion process. A faculty member may also request a visit in any semester.

11.3 Teaching Faculty - Annual Reports

To provide information about teaching activities and about professional activity outside the classroom, the faculty member will submit a report to the Provost/Vice President of the College no later than ten days after the cessation of the contract for the spring semester. Activities to be discussed in the report could include such pursuits as professional development, committee participation, publication, presentations, community service, consulting work, participation in professional organizations, and any other activity that would be part of one's professional life. Such information would help the College to recognize those who have made special contributions, to identify faculty as resources in special areas, and to assist the marketing and public relations departments in highlighting the many talents and achievements of the faculty. Guidelines for preparing this annual report are attached. The Provost/Vice President of the College will provide a written response to the annual report within thirty (30) days of its receipt.

11.4 Teaching Faculty - Annual Report

The purposes of this report are to provide the faculty member with the opportunity to reflect upon his or her activities and accomplishments, to provide the College with information about them, and to provide a focus for future development. While it is expected that the faculty member will address each of the four major categories of questions, the individual questions should be viewed as guides for shaping the report, not as the prescribed format. Provide specific evidence to support your statements.

Teaching:

1. What have been your most significant accomplishments this year as a teacher?

2. In what ways are you a better teacher than you were a year ago? What changes have you made in your teaching this year (e.g., methodology, materials, courses taught) and what is your assessment of their effectiveness?
3. How has your students' learning improved as a result of taking your courses?
4. What are the emerging issues you see in your field(s) and what effect do you believe they will have on you, your teaching, and your students in the future?
5. Which colleague's teaching have you observed and who has observed your teaching? What have you learned from these experiences?

Advisement

6. What actions have you taken to be an effective advisor?

Professional Development:

7. What have you done to increase your knowledge about your field(s) and about teaching?
8. Have you published, presented at a professional conference, or been active in any professional organizations?

Service:

9. What has been the nature of your committee service and other contributions to the College this year?
10. Would you like to add information about your involvement in the community?

11.5 Non-Teaching Professionals - Annual Objectives

Each non-teaching Professional (hereafter referred to as NTP) will engage in an individual or group dialogue with the supervisor to determine personal and departmental objectives for the coming year.

11.6 Non-Teaching Professionals - Annual Reports

No later than May 31, each NTP will submit to his or her supervisor a report on activities and accomplishments for the year just ending. Guidelines for preparing this annual report are attached. Activities to be discussed in the report could include such pursuits as professional development, committee participation, publication, presentations, community service, consulting work, participation in professional organizations, and any other activities that would be part of one's professional life. Such information would help the College to recognize those who have made special contributions, to identify faculty as resources in special areas, and to assist the marketing and public relations departments in highlighting the many talents and achievements of the faculty.

11.7 Non-Teaching Professionals - Annual Report

The purposes of this report are to provide the non-teaching professional with the opportunity to reflect upon his or her activities and accomplishments and to provide the College with information about them. Provide specific evidence to support your statements. While it is expected that each non-teaching professional will address each of the three major categories of questions, the individual questions should be viewed as guides for shaping the report, not as the prescribed format.

Professional Functions:

1. What have been your most significant accomplishments this year related to departmental objectives?
2. In what ways are you a better professional than you were a year ago? What changes have you made in your professional functions and what is your assessment of their effectiveness?
3. How has your clientele benefited as a result of your activities?
4. What are the emerging issues you see in your field(s)? What effect do you believe they will have on you in the future? What plans do you have for addressing these issues?
5. Have you had significant professional exchanges with colleagues (inside and/or outside the College)? What have you learned from these experiences? Describe noteworthy interactions with outside agencies.
6. How have you fostered better communication with clientele, peers, supervisors and others?

Professional Development:

7. What have you done to increase your knowledge about your field(s)? What have you done to increase your knowledge about education and learning?
8. Have you published and/or presented at a professional conference or been active in any professional organizations?
9. Are there areas in your professional performance that you feel could become the focus for further professional development?

Service:

10. What has been the nature of your committee service and other contributions to the College this year?
11. Would you like to add information about your involvement in the community?

11.8 Non-Teaching Professionals - Recipient of Service Evaluation

Input will be sought from the NTP's clientele regarding his or her performance in accordance with the chart below. This clientele will be determined by the supervisor and the NTP collaboratively and will include those who receive direct or indirect services from the NTP; it may include students, faculty and staff members. In consultation with the NTP, the supervisor will determine the means and format for seeking this input.

This evaluation will be conducted periodically, with the frequency determined by the NTP's rank, as follows:

<u>Rank</u>	<u>Frequency</u>
Instructor	Each semester
Assistant Professor	Once per year
Associate Professor	Every other year
Professor	Every third year

11.9 Non-Teaching Professionals - Supervisor's Evaluation

Each NTP will be evaluated annually by his or her supervisor. This evaluation will take the form of a written statement by the supervisor addressing the NTP's performance during the period and suggestions for future actions. It will be given to the NTP no later than August 31. The supervisor will base this evaluation on the other measures described above [in 11.4, 11.5 and 11.6], direct observation of the NTP, and if applicable, periodic meetings with the NTP.

11.10 Professional Development

- (a) The College shall make every reasonable effort to arrange employees' work schedules to accommodate employees in approved professional development activities.
- (b) All employees shall be allowed release time to participate in approved professional development activities scheduled by the College on campus and will be scheduled in such a way as to permit as many as possible to participate without disruption of routine activities.
- (c) Non-instructional employees who participate in approved professional development activities which will benefit the college shall be granted release time for their participation consistent with the fulfillment of their work obligation.

ARTICLE XII - Professional Growth

- 12.1 It is hereby understood that the College and the Faculty Association agree that one's professional growth is necessary in assisting people to meet the changing needs of society and, more importantly, the needs of our students.

To support and encourage investment in one's professional growth, any employee who receives an additional academic degree other than the minimum academic degree required at hire, shall receive \$1000 for a bachelor's or master's degree and \$2000 for a doctorate degree. This amount will be added to their base salary upon successful completion of that degree. This amount will be added at the beginning of the subsequent contract year. The degree earned must be one that is mutually agreed upon by the College and the unit member.

If a member completes a doctorate while serving in the rank of Instructor he/she will receive an increase of \$7000 and will be promoted to the rank of Assistant Professor the following academic year.

- 12.2 To support and encourage investment in one's professional growth, a Faculty Association member who received additional certification directly related to teach in his or her core area will have \$500.00 added to base salary. This certification must be granted by a professional organization in the member's field and must be approved in advance by the Provost.

ARTICLE XIII - Promotion

- 13.1 Promotions shall be at the sole discretion of the College consistent with the procedures herein.

13.2 Procedures for Promotions

- (a) Any employee wishing to have his/her name submitted for promotion purposes may request consideration for promotion from his/her supervisor. The supervisor shall transmit this request, with his/her comment, to the appropriate Dean or Provost with copy to the employee.
- (b) Each supervisor will transmit to the appropriate Dean or Provost, the names of those individuals within his/her department whom he/she wishes to recommend for promotion.
- (c) An employee who requests promotion, but who does not receive a recommendation for promotion from his/her supervisor and/or appropriate Dean or Provost, shall have the opportunity to confer with his/her immediate supervisor and/or the appropriate Dean or Provost, to discuss reasons for non-recommendation and shall, upon request, receive a written statement outlining the reasons for this non-recommendation.
- 13.3 Before being considered for promotion the length of time in current rank shall be:
Instructor/Learning Lab Specialist and Technical Specialists I, a maximum of four (4) years;
Assistant/Learning Lab Specialists and Technical Specialists II, a minimum of three (3) years;
Associate/Learning Lab Specialists and Technical Specialists III, a minimum of four (4) years.
- 13.4 After reviewing the list of candidates, the President will submit his/her recommendations to the Board of Trustees. All candidates for promotion shall be advised of Board action within fifteen (15) days of the Board meeting.
- 13.5 Any instructor granted a continuing appointment shall automatically be promoted to the rank of assistant professor.

- 13.6 Any technical specialist or learning lab specialist I granted a continuing appointment shall automatically be promoted to the rank of technical specialist or learning lab specialist II.

ARTICLE XIV - Insurance/Retirement

14.1 Health/Dental/Vision Insurance

- (a) The Employer shall maintain for the duration of this Agreement, health insurance with benefit levels substantially equivalent to those now in effect for bargaining unit employees hereinafter described. In the event the Employer changes insurance carriers or becomes a self insurer, the Association shall be notified not less than thirty (30) days in advance thereof and shall be advised of the terms of transition and be provided an opportunity to formally comment thereon.
- (b) Unit members will pay for 20% of health insurance premiums for both individual and family coverage.

Prescription Co-Pay under the Excellus/BC/BS Plan

Unit members will pay \$5 for generic prescriptions (Tier 1), \$20 for brand prescriptions (Tier 2), and \$35 for non-formulary prescriptions (Tier 3).

- i. A fund will be established by the College to a level of \$3,000 per year to assist with employees who experience a negative impact from this change.
- (c) "Employee" as used in this section, shall be one with a minimum appointment of four (4) months who earns at least five thousand (5000) dollars annually or who works a regularly scheduled week of at least thirty (30) hours.
- (d) Dental and vision insurance programs are available through payroll deduction. The Employee contributes the full cost of the premium for either the individual or family plan.

14.2 Life Insurance

The Employer will contribute \$4.50/month toward the premium cost of The Standard Life Insurance Company's group life insurance for participating employees.

14.3 Income Protection (Long-term Disability Program)

The Employer will contribute \$8.50/month toward the premium of the existing College-sponsored income protection plan.

14.4 Retirement

- (a) Full-time employees have the option of joining one of three retirement systems:
- (1) New York State Employees' Retirement System

- (2) New York State Teachers' Retirement System (If the Employee is a full-time teaching faculty or under an approved NYSTRS title.)
- (3) Optional Retirement Program (ORP) – After a 366 day waiting period, the ORP allows employees the choice of one of the following funding vehicles (full-time employees only):
 - a. Teachers' Insurance and Annuity Association and College Retirement Equities Fund (TIAA-CREF)
 - b. ING Life Insurance and Annuity Company
 - c. Metropolitan Life
 - d. AIG Variable Annuity Life Insurance Company (VALIC)
- (b) Employees have thirty (30) days to designate one of the three retirement systems. The employee automatically becomes a member of the New York State Employee's Retirement System if no other decision is communicated to the Human Resources Department within thirty (30) days of employment.
- (c) After joining one of the three approved retirement systems, an employee cannot change to another system.
- (d) The Employer pays the total contribution to retirement for employees hired before July 1, 1976 and/or those hereafter employed who were members of one of the three approved systems prior to that date. Employees hired after that date contribute three (3) percent of their salary to the plan until they have a total of 10 years in the retirement system.
- (e) The Employer will contribute toward the retirement plan of a part-time employee who elects, pursuant to 14.4a, to join one of the above plans or who is already a member of one of the three approved systems.

14.5 Retirement Health Insurance Payment Options

If the retiree satisfies the requirement(s) of his/her plan for continuance of benefits upon retirement or death, the College will pay the percentage of health insurance premiums required by the College Plan in effect at the time of retirement. The remainder of health insurance premiums on the plan in force at the time of retirement will be paid from a fund, not to exceed \$5,000, to be established with accumulated sick leave days as converted to dollars at the employee's daily rate of pay at the time of retirement.

Upon the death of the retiree, the College will continue to pay the percentage of health insurance premiums required by the Plan for the surviving spouse/designated partner of the retiree on the plan in effect at the time of death of the retiree. The retiree shall be given a complete statement of credits and costs before the decision on options is required. The employee shall receive an accounting of his/her fund by September 30 of each year. There shall be no monetary payment to retirees who choose not to participate in the College retirement health insurance.

14.6 Voluntary Separation

(a) Eligibility

Employees at least 55 years of age with at least ten (10) years of full-time service (or equivalent) with the College shall be eligible for voluntary separation. An irrevocable notice of intent to exercise this option must be submitted in writing to the President by February 1 to be effective on the following September 1 of each year.

(b) Amount of Payment

A voluntary separation incentive equal to fifty (50) percent of the employee's salary as stated in salary notification received by each employee in the year that voluntary separation is requested shall be granted.

Age shall be determined as of January 1 of the year that voluntary separation is requested.

(c) Special Incentive

(1) An employee who will be 55 years of age and have at least ten (10) years of full-time service (or equivalent) by July 1, 2016 will be eligible to receive a special incentive. Employees who desire to take advantage of the special incentive must give an irrevocable notice to the President of the College by February 14, 2014. The voluntary separation from the College will occur no earlier than the end of the Spring 2014 semester and no later than July 1, 2016.

(2) Employees will receive a voluntary separation incentive equal to seventy (70) percent of the employee's base salary at the time of retirement. Employees currently working less than the 1.0 FTE contract they were hired under can use the 1.0 FTE base salary as the figure for computing retirement incentives, so long as the employee's change in status from full-time to part-time occurred within five (5) years of giving notice to retire early.

(3) Employees who take advantage of this special incentive will have a health reimbursement account established by the college, funded with their accumulated sick leave days, as converted to dollars at the employee's daily rate of pay at the time of retirement, to a maximum of \$25,000. The College will assume any costs associated with the establishment of these accounts, retirees will be responsible for monthly maintenance fees. There shall be no monetary payment to retirees who choose not to have a health reimbursement account.

(d) Payment Options

Upon choosing voluntary separation the employee shall be entitled to an incentive payment as determined above. Written notification of how the employee would like to receive his/her payment must be received by the Human Resources Department at least thirty (30) days prior to when the payment is desired. The amount of money indicated by

that payment may be paid to the employee (at his/her option) according to one of the following alternatives:

- (1) In the fiscal year following voluntary separation the employee may receive the incentive payment in one (1) to four (4) payment(s) at times designated by the employee over a period not to exceed three (3) calendar years.
- (2) Upon approval of the Provost/Vice President of the College, members may teach a reduced load during their final year of service, with a corresponding reduction in salary.

ARTICLE XV - Reduction in Staff - Dismissal

15.1 Upon determination by the College of a need to reduce staff, affected employees shall be given written notice in accordance with the following:

- (a) Not later than March 1 of the first academic year of service if the appointment expires at the end of that year; or if a one-year appointment terminates during an academic year, at least three months in advance of its termination.
- (b) Not later than December 15 of the second academic year of service if the appointment expires at the end of that year; or if an initial extended appointment terminates during an academic year, at least six months in advance of its termination.
- (c) Not later than December 1 of the third academic year of service.
- (d) At least twelve (12) calendar months prior to the end of the appointment year for any year thereafter.

15.2 The President shall consult with the affected employee to explore possible alternative courses of action such as, but not limited to, retraining, inclusion of summer courses to complete loading, and filling a vacancy in the College.

(a) Retraining

An employee identified by the President for layoff will consult with the Provost and Vice President of the College or his/her designee at least twelve months prior to reassignment to develop an acceptable training plan. The resulting plan will be reviewed within thirty days of submittal and must be approved by the employee and the Provost and Vice-President of the College. The training plan may include, but not be limited to, the following elements:

- (1) Use of tuition reimbursement funds or other state or federal funds which may become available for training purposes and/or
- (2) Release time up to the equivalent of 20 percent of the employee's normal workload for up to two academic years and/or

- (3) Priority for sabbatical leave, as long as the employee has not had a sabbatical leave within the last four years, and/or
- (4) Non-compensated leave of absence for training purposes for a period up to two years. During such non-compensated leave, the College will continue the same health benefits program.

(b) Voluntary Retirement in Lieu of Layoff

When a layoff unit includes two or more employees and is identified for layoff, a senior member eligible under the provisions of Section 13.5 may take voluntary retirement to avoid the need for layoff of a less senior member. In the case of two or more such eligible employees, the most senior has right of first refusal.

An employee electing voluntary retirement shall receive 100 percent of the separation incentive as defined in Section 14.6.

(c) Involuntary Separation

An employee identified for layoff, and not eligible for retraining or early retirement, shall have a 20 percent reduction in base load for his/her final year of employment.

- 15.3 The order of layoff shall be: temporary employees, part-time employees, full-time employees, part-time employees on continuing appointment, and lastly, full-time employees on continuing appointment. Employees within these appointment categories shall be laid off in inverse order of seniority within a layoff unit. If seniority within the layoff unit is the same, rank is determinative. If seniority and rank are equal, seniority in rank is determinative.

(a) Seniority

Seniority in a layoff unit shall be granted for each year, or part thereof, during which the employee actually taught courses or served in a layoff unit for at least twelve (12) credits or nine (9) credits in two or more different courses within a layoff unit.

Non-Instructional employees shall be granted seniority in a layoff unit in which the employee performed at least 40 percent of his/her work load. Seniority in a layoff unit shall continue to accrue each year after an employee's load falls below the required minimum as described above. The maximum number of years of seniority that an employee can accumulate in a layoff unit while not working in that unit shall not exceed the number of years the employee has accumulated in that layoff unit while actually working in that unit.

Each year, an employee may accumulate seniority in up to two layoff units. However, the employee will continue to accumulate seniority in other layoff units in which he/she previously worked as described above. If an employee is unable to accumulate a year's seniority in any layoff unit because of the nature of his/her load, he/she shall accumulate a year's seniority in the layoff unit in which the largest percentage of the load falls. Calculation of seniority for part-time employees shall be pro rata for the criteria described above and for accumulation within a layoff unit.

- (b) Employees will be granted actual seniority during a sabbatical leave in the unit(s) in which they taught or served immediately prior to the sabbatical leave.
- (c) Procedure - When a bargaining unit member is identified for layoff, he/she shall be permitted to exercise his/her seniority rights in a layoff unit within which he/she has seniority. This shall be accomplished by bumping the least senior member of that layoff unit. An employee may exercise seniority rights in the two layoff units in which the employee has his/her greatest seniority.
- (d) Layoff Units
 - (1) Hotel and Restaurant Management
Wine Marketing
 - (2) Chemical Dependency Counseling
Criminal Justice
Early Childhood
Human Services
 - (3) Accounting
Business Administration
International Business
Sport Management
 - (4) Computer Applications
Computer Forensic
Computer Information Systems
Computer Science
Computer Support Specialist
Web Design
 - (5) Office Management
 - (6) Construction Technology
Drafting
Engineering Science
Mechanical Technology
 - (7) Electrical Technology
 - (8) Mathematics
 - (9) Astronomy
Biology
Biotechnology
Chemistry
Environmental Studies
Geology

- Physics
- (10) Technical Specialist - Science Lab
 - (11) Nursing
 - (12) Learning Lab Specialist - Nursing
 - (13) Economics
Geography
History
Political Science
Women and Gender Studies
 - (14) Anthropology
Sociology
 - (15) Education
 - (16) Psychology
 - (17) Interdisciplinary Studies
Social Science
 - (18) Fitness
Fitness Studies
Health
Outdoor Recreation
Recreation Leadership
 - (19) Art
Computer Graphics
Graphic Design
New Media
Photography
 - (20) Digital Cinema
 - (21) English
English for Speakers of Other Languages
Humanities
 - (22) Reading
 - (23) Paralegal
 - (24) Foreign Languages
 - (25) Communication and Media Arts

- (26) Instructional Software Specialist
- (27) Collections Development and Data Acquisitions Librarian
Librarian
- (28) Coordinator of Information Delivery Services
- (29) Coordinator of Advisement Services
Coordinator of Student Success Services
Student Success Advisor
- (30) Counselors
Placement/Transfer Counselors
Psychological Education
- (31) PACE
Pathways Advocate
- (32) Coordinator of Access & Equity Services
- (33) Coordinator of Tutoring and Accommodation Services

- 15.4 Employees with continuing appointments who are laid off shall, for the period of two (2) academic years following layoff, have a right to be recalled to the position occupied prior to layoff or a position for which the employee is qualified. Recall shall be in inverse order of layoff. Notice of recall shall be in writing, forwarded by registered or certified mail addressed to the last address filed in the Human Resources Department of the College by the employee. If the employee fails to respond, in writing, within three (3) weeks of receipt of notice of recall indicating acceptance thereof [or within four (4) weeks of mailing thereof] the employee shall be deemed to have refused recall and the College shall have no further obligation to him/her. Upon recall from layoff, an employee will have restored all rights and privileges accumulated prior to layoff.
- 15.5 Before an employee on continuing appointment is laid off he/she shall be offered appointment to any existing vacancy or newly created position for which he/she is qualified.
- 15.6 During the remaining period of employment employees receiving layoff will be provided with the following:
- (a) Counseling as to unemployment benefits and other financial assistance available through local, state and federal agencies.
 - (b) Job opportunities available.
 - (c) Resume writing and reproduction.
 - (d) Use of institutional facility/equipment to facilitate the job search.

- 15.7 Matters relating to reduction of staff (layoff) shall not be grievable or arbitrable except in issues involving a claim of seniority, benefits and/or procedures.
- 15.8 Dismissal/Discipline
- (a) Dismissal or discipline of an employee shall be for just cause; shall be subject to the grievance procedure provided herein, and may be initiated at Stage 3 within ten (10) work days of the receipt of written notice of discipline or dismissal.
 - (b) In the processing of a grievance for dismissal or discipline, the burden of proof shall be upon the College. Within five (5) work days of the notice of dismissal/disciplinary action and at least ten (10) work days before the hearing at Stage 3, the College shall present detailed written charges to the dismissed/disciplined employee.
 - (c) An employee may be suspended without pay for a period not to exceed thirty (30) calendar days pending the disposition of a grievance. Absent a grievance, discipline shall be limited to a thirty (30) calendar day suspension.

ARTICLE XVI - Grievance Procedure

Grievance Procedure Declaration of Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of the professional staff within the bargaining unit through procedures under which they may present grievances free from coercion, interference, restraint, discrimination, or reprisal.

1.0 Definitions

- 1.1 Grievance is a claim by any person or group of persons within the bargaining unit or the Association based upon any claimed violation, misinterpretation, misapplication, or inequitable application of the terms or provisions of this Agreement.
- 1.2 Supervisor shall mean any department chairperson, immediate supervisor, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises.
- 1.3 President is the President of the College.
- 1.4 Association shall mean Tompkins Cortland Community College Faculty Association.
- 1.5 Aggrieved Party shall mean any person or group of persons within the bargaining unit or Association.
- 1.6 Human Resources Administrator shall mean the person directly responsible for administering the Human Resources Department.

- 1.7 Party in Interest shall mean any party named in a grievance who is not the aggrieved party.
- 1.8 Hearing Officer shall mean any individual charged with the duty of rendering decisions at any stage (including Stage 4 below, where the Hearing Officer is the Arbitrator) on grievances hereunder.
- 1.9 Day shall mean working days under this Agreement, excluding Saturdays, Sundays, and Holidays.
- 1.10 Deadline Date shall mean where deadline dates are used in the contract and the date falls on a Saturday, Sunday, or a holiday the action must be completed on the last work day prior to the deadline date.

2.0 Procedures

- 2.1 All grievances shall include the name and position of the aggrieved party; the provision(s) of this Agreement alleged to be violated; the date of and the alleged act or omission constituting the grievance; the date of filing; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 2.2 Except for informal decisions at Stage 1 (a) all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons therefore. Each decision shall be timely transmitted to the aggrieved party and the Association.
- 2.3 The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
- 2.4 The parties agree to facilitate any investigation which may be required and to make available such relevant documents, communications and records concerning the alleged grievance as may be requested by the grievant or his/her duly authorized representative.
- 2.5 An aggrieved party and any party-in-interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf.
- 2.6 Any grievant has the right to have a representative(s) of his/her choice present at all stages of this grievance procedure excluding representatives of competing labor organizations.
- 2.7 No interference, coercion, restraint, discrimination, or reprisal of any kind at any time will be taken by any party hereto against the aggrieved party, and party-in-interest, any representative, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- 2.8 Forms for filing grievances will be provided by the College.

2.9 Nothing contained herein will be construed as limiting the right of the aggrieved to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted provided the adjustment is not inconsistent with the terms of this Agreement, and the Association has been given an opportunity to be present at such adjustment and to state its view on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding in future proceedings.

3.0 Time Limits

3.1 The time limits specified for either party may be extended only by mutual agreement.

3.2 No written grievance will be entertained, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within forty (40) days after the aggrieved knew or should reasonably have known of the act or condition on which the grievance is based.

3.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limits specified, the grievance will be deemed to be abandoned and further appeal under this Agreement shall be barred.

3.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives, and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

4.0 Stages of Grievance Procedure

Stage 1:

4.1 The aggrieved party will discuss his/her grievance with his/her supervisor, with the objective of resolving the matter informally.

Stage 2:

4.2 If the grievance is not resolved informally, it shall be reduced to writing and presented to the Human Resources Administrator. Within ten (10) days after the written grievance is presented to the Human Resources Administrator, a decision shall be rendered thereon, in writing, and presented to the aggrieved party and the Association.

Stage 3:

4.3 If the aggrieved is not satisfied with the written decision at the conclusion of Stage 2 and wishes to proceed further, he/she shall, within ten (10) days, file a written appeal of the decision with the President, submitting copies of the decision with the appeal.

- 4.4 Within ten (10) days after receipt of the appeal, the President or a duly authorized representative shall hold a hearing with the aggrieved and/or his/her representative and all other parties-in-interest.
- 4.5 The President or a designated representative shall render a decision in writing to the aggrieved, and the aggrieved's representative within ten (10) days after the conclusion of the hearing.

Stage 4:

- 4.6 If the Association is not satisfied with the decision at Stage 3 and wishes to proceed further the Association may, within ten (10) days of receipt of the decision of Stage 3, submit the matter to arbitration by written submission to the American Arbitration Association with copy to the Human Resources Administrator. The parties will be bound by the Voluntary Arbitration Rules and Procedures of the American Arbitration Association in the selection of an arbitrator in the hearing and all matters related thereto.
- 4.7 The Arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions.
- 4.8 The Arbitrator shall have no power or authority to add to, subtract from or modify the express provisions of this Agreement or to make any decision which requires the commission of an act prohibited by law.
- 4.9 The decision of the Arbitrator shall be final and binding upon all parties.
- 4.10 All costs for the services of the arbitrator, including expenses, if any, will be borne equally by the College and the Association.

ARTICLE XVII - Miscellaneous

17.1 Tuition Waiver

Tuition for all courses offered by Tompkins Cortland Community College will be waived for all employees (full-time and part-time) and their immediate families (spouse/designated partner and children). Only persons employed by the College for more than one (1) year shall be eligible. Registration shall take place by the first day of classes.

17.2 Health Insurance Payment for Non-Use

Any employee who has not enrolled in the health insurance plan shall receive a \$1,000 payment after each 12 consecutive month period, upon written notification and proof that they have health insurance coverage elsewhere.

An informational sheet and counseling will be available for all who elect not to enroll in health insurance. The waiting period to later enroll in the health insurance plan will clearly be

specified. Full coverage is insured if an employee later elects to enroll in the health insurance plan. Any employee is eligible for the rebate upon submission of a health insurance waiver form. Appropriate forms will be available at the Office of Human Resources.

- 17.3 The College will provide a copy of the collective bargaining agreement to each bargaining unit member now or hereafter employed. Evaluation forms, while a part of the contract, will not be included in the distributed copy, but will be available in the Human Resources Department and the Library.
- 17.4 Physical examinations which may be required subsequent to employment shall be conducted by a specialist agreeable to the College and Association and be paid for by the College.
- 17.5 The Association and the College agree there will be no smoking in the building contingent upon agreement by other employee groups and the Board of Trustees.
- 17.6 The College will provide parking in a gated parking lot designated for use by faculty and staff only, during the hours of 7:30 am and 4:30 pm. Lot #6 is designated for this purpose.
- 17.7 Employees shall comply with the College regulations and shall support College efforts to achieve compliance therewith.
- 17.8 The College will make a reasonable effort to make support services available to employees.
- 17.9 Employees shall be required to notify their supervisors of their absences and the reason therefore.
- 17.10 Employment at the College shall be considered the basic employment of all full-time bargaining unit members and each shall limit such other outside activities so as not to impair his/her educational effectiveness.
- 17.11 Individual personnel files shall be deemed confidential insofar as such practice is consistent with applicable laws. A bargaining unit member shall have the right to review his/her own personnel file (excluding confidential, pre-employment references), at any reasonable time, upon written request made to the Human Resources Administrator and to provide written comment as to any material therein contained. Said review shall take place in the Human Resources Department, or in any alternative location designated by the President, during the normal business hours of the College. A representative of the bargaining unit member's own choosing may accompany him/her.
- 17.12 Materials appropriate for copyright and all patentable inventions produced by employees utilizing College time and/or resources shall belong to the College. The College shall make application for all copyrights or patents thereon within six (6) months of the completion or final revision of the work. Failure to do so will waive the College's rights to such copyright or patent and all rights to copyright or patent the material shall revert to the originators.

Prior to commencement of activities to develop materials, which may subsequently be copyrighted or patented, the employee will transmit a statement to the President of the College describing in detail the intent and the specifics of the project. Within twenty (20) days of receipt

of such statement, the President will transmit to the employee the restrictions that the College will impose on the employee's research. Failure of the College to indicate any restrictions on the employee's research will automatically waive the College's rights to such copyright or patent.

- 17.13 This Agreement constitutes the entire agreement between the College and the Association. During its life neither party will be obligated to collectively negotiate with respect to any subject or matter whether or not covered herein.
- 17.14 This Agreement may be amended or supplemented only by further written agreement by the Parties.
- 17.15 All terms and conditions of the Agreement will remain in effect to the date of termination of this agreement with the intent to open discussions of future Agreements to commence on or about January 16, 2013.
- 17.16 Any unit member who engages in international travel on behalf of the Global Initiatives Office will be compensated for both travel days and days in another country when those days occur either during an off-contract period or on a weekend during the Fall or Spring semester. The compensation for such a day will be at the member's non-instructional rate for a maximum of 7.5 hours per day.

17.17 Definitions

ACADEMIC YEAR As determined by the College, to be from the first day of classes in the fall semester to the last day of examinations in the spring semester.

ANNIVERSARY DATE The date of an employee's appointment to a full-time or part-time position, as defined by this Agreement, at the College.

ASYNCHRONOUS WEB-BASED DISTANCE LEARNING COURSE Any course taught via the Internet or e-mail that is available continuously to enrolled students during the semester the course is offered. Lectures, reading, assignments and student work are exchanged electronically.

CALENDAR YEAR January 1 to December 31.

**CONTRACT YEAR
APPOINTMENT YEAR** For this Agreement, contract year and appointment year will be

DAY The "day" shall be considered a work day, excluding Saturday, Sunday, or Holidays, unless otherwise stipulated.

DEADLINE DATE Where deadline dates are used in the contract and the date falls on a Saturday, Sunday, or a holiday, the action must be completed on the last work day prior to the deadline date.

- DESIGNATED PARTNER A domestic partnership shall exist between two (2) persons if the following is true:
- A. The persons are not related by blood closer than would bar marriage in the State of New York.
 - B. Neither person is married.
 - C. The persons are eighteen (18) years of age or older.
 - D. They intend to live together and are committed to the care and support of each other.
 - E. The persons declare that they are each other's sole domestic partner.
 - F. The persons are not in a relationship solely for the purpose of obtaining fringe benefits at the College.
 - G. The persons agree to notify the College of any change in the status of their domestic partnership.
 - H. The persons complete an Affidavit of Domestic Partnership.

DISTANCE LEARNING COURSE

Any course offered and taught for credit via electronic media in which the instructor is physically separated from his/her students in time and/or space.

EMPLOYEE

Individuals covered by this Agreement.

SYNCHRONOUS CLASSROOM-BASED DISTANCE LEARNING COURSE

Any course taught using interactive media such as television and video camera to link separated classrooms. Electronic transmissions link classrooms during specific time periods throughout a semester.

ARTICLE XVIII - Distance Learning

- 18.1 The College and the Faculty Association recognize that Distance Learning is a developing area and agree to communicate regularly on issues of concern. The impact on enrollment of Distance Learning courses shall be monitored by the Labor Management Committee. Each semester the number of Distance Learning courses and the particular enrollment in each course will be assessed to ascertain whether there is any potential for negative impact on the numbers of courses/sections offered at the College. If the trends suggest any negative impact on numbers of courses/sections offered at the College, the College agrees to limit the number of Distance Learning courses in that course area so as to avoid any further negative impact.

Participation in any Distance Learning course is voluntary on the part of the faculty. However, in the event that a faculty member's standard load cannot be filled due to a lack of courses which the faculty member is qualified to teach, Distance Learning courses which the faculty member is qualified to teach may be assigned to fill the standard load (unless other non-teaching options are agreed to by both the affected faculty member and the College).

- 18.2 A Distance Learning section is credited to a faculty member's total load the same as any non-distance learning section of the same course.
- 18.3 The College shall provide appropriate and timely training for faculty and staff involved in Distance Learning activities. Faculty and staff will be trained in the technology, special skills and methods necessary for instruction in the Distance Learning environment. All costs associated with such training shall be paid for by the College.

18.4 Compensation

The compensation for developing asynchronous on-line course methodology for a course never before offered on-line will be \$3,100 for a three-credit course the first time a faculty member does so and \$2,350 every time thereafter, effective September 1, 2013. These figures will be prorated for courses that are other than three credits. These figures will increase in subsequent years by the same percentage as the range movement of faculty salaries.

18.5 The College will own the intellectual rights to the master course template, while the faculty member retains the rights to materials that are particular to each individual class section. Materials designed for, or resulting from, Distance Learning initiatives shall not be sold by the College. For two (2) years, the originating instructor has the first right of refusal to train subsequent instructors to teach all sections of the Distance Learning course he/she has developed. The master course template will contain course information documents for SUNY Learning Network courses or their WebCT equivalent.

18.6 This agreement presumes that the College continues to use the platforms for on-line courses that are currently in effect. Should that change, the College and the Faculty Association agree to revisit this issue.

18.7 Evaluation of Distance Learning Courses

As mutually agreed upon by the College and the Faculty Association, evaluation of faculty members teaching Distance Learning courses shall follow the same procedures and practices that apply to regular classroom courses. Electronic transmissions of course materials, lectures or chat groups will not be monitored by the College except for purposes of evaluating the faculty member according to the standard procedures.

ARTICLE XIX – Department Coordinators and Program Chairs

Eligibility

Academic Department Coordinators and Program Chairs shall be tenured bargaining unit members selected from within the subject, discipline, and/or layoff unit.

If those eligible to serve decline or if no bargaining unit members in the subject, discipline, and/or layoff unit are tenured, then non-tenured bargaining unit members in the subject, discipline, and/or layoff unit may serve.

Academic Department Coordinator and Program Chair shall be treated as separate positions and shall be filled independently of each other.

If the Provost and Vice President of the College determines that an Academic Department Coordinator or Program Chair has failed to fulfill his or her responsibilities, said Coordinator or Chair will be removed from the position and will be ineligible to serve in that position for two years beyond the expiration of the current term of appointment.

Term

Academic Department Coordinators and Program Chairs shall serve for two years.

If all eligible unit members decline appointment as Academic Department Coordinator and/or Program Chair, then an eligible bargaining unit member may serve an additional term.

If a term is interrupted by a paid or unpaid leave, the term shall end, except in the case of a one-person program, in which case the term shall continue upon return from the leave.

Selection Process

The positions of Academic Department Coordinator and Program Chair shall be offered in rotation to bargaining unit members based on seniority in the bargaining unit.

The bargaining unit member with the subject, discipline, and/or layoff unit possessing the most seniority within the bargaining unit shall be offered the position first. The offer shall be made in succession to all eligible bargaining unit members until each member has the opportunity to serve.

After each eligible bargaining unit member has had the opportunity to serve, the rotation process shall begin again with the most senior member.

Eligible bargaining unit members may serve as Academic Program Chair in more than one program only after all other eligible bargaining unit members have been offered the additional Chair position(s) and declined.

Compensation

Positions of Academic Department Coordinators and Program Chairs shall be voluntary and shall be considered as overload.

Academic Department Coordinators (except Nursing) shall receive a stipend of \$725 per semester for the Fall and Spring semesters. The amount of the stipend will be increased annually by the salary range factor.

The Nursing Department Chair/Coordinator shall receive seven and one-half (7.5) credit hour (CHE) release per semester for the Fall and Spring semesters.

Compensation for Academic Program Chairs shall be determined by multiplying a compiled index times \$100. This amount will be increased annually by the salary range factor.

Compensation for Academic Program Chairs may be taken in cash or in CHE's, up to six CHE's per semester, at the appropriate Instructional Overload Salary Rate.

The compiled index shall be based on four factors:

1. The number of sections of two-, three-, four-, and five-credit courses which an Academic Program Chair is responsible to schedule and which "run;" for the purpose of computing this index, three one-credit sections shall equal one section.
2. The number of adjunct faculty for whom an Academic Program Chair is responsible.
3. Whether or not the Academic Program Chair is responsible for a degree program.
4. Whether the Chair is responsible for a comprehensive SUNY Program Review.

The index is compiled by summing an equal weighting of the number of sections and the number of adjunct faculty in an Academic Program Chair's program area. An additional factor of 10 is added to the index when an Academic Program Chair is responsible for a degree program, with a factor of 10 added (in the Spring semester) for the submission of an annual program outcome assessment and a factor of 25 added (in the Spring semester) for completion of a SUNY Program Review.

For example, if an Academic Program Chair is responsible for 30 sections, 10 adjunct faculty members, and a degree program, the index is computed as follows:

50% x 30 =	15	
50% x 10 =	5	Compensation = 30 x \$100 = \$3,000 per semester
<u>Degree program =</u>	<u>10</u>	
Index =	30	

To calculate the index, the Provost and Vice President of the College, in consultation with the Academic Program Chair and the Dean of Instruction, shall determine the courses, the number of sections, and the number of adjunct faculty scheduled by the Academic Program Chair. The index will be computed at the end of the first week of classes in the Fall semester and will be used for both the Fall and Spring semesters.

The Academic Program Chair of a new degree program shall receive an additional \$500 during the first semester of operation of the program.

Duties – Academic Department Coordinator

1. Develop the departmental annual budget and propose it to the Provost/Vice President of the College.
2. Administer the approved departmental budget.

3. In the absence of a Program Chair, assist the Dean of Instruction in identifying qualified adjunct faculty and in recommending assignment to appropriate class sections.
4. In the absence of a Program Chair, advise the Dean of Instruction concerning course waivers and substitutions.
5. Coordinate the work of the Academic Program Chairs within the department.

Duties – Academic Program Chair

1. In consultation with the faculty of the department and other program chairs, recommends to the Dean of Instruction the scheduling of courses for which the Academic Program Chair is responsible.
2. In consultation with the faculty of the program, recommends to the Provost the program budget, and administers the approved budget.
3. Assists the Dean of Instruction with identifying and assigning qualified adjunct members to sections for which the Program Chair is responsible.
4. On a voluntary basis and with the approval of the Dean of Instruction, conducts the evaluation, including classroom observation, of adjunct faculty members. Compensation for this evaluation work will be 1.5 index points per adjunct faculty member per semester in which the evaluation occurs; when the evaluation occurs at a site other than the Dryden campus the compensation will increase from 1.5 index points to 2 index points.
5. Advise the Dean of Instruction on course waivers and substitutions.
6. Revises Master Course Syllabi on a schedule to be determined by the Associate Dean for Curriculum. Compensation for this work will be computed at the rate of one-third of an index point per Master Course Syllabus revision. Eligibility for this work will be in descending order of the author of the original Master Course Syllabus, followed by members of the bargaining unit who have taught a section of the course within the last two academic years (including summer), in order of seniority, followed by the Chair. If no other eligible member of the bargaining unit volunteers for this assignment, it will be the Chair's responsibility to perform it.
7. Work with Program Advisory board to solicit recommendations about program developments. Usually the Program Chair will conduct at least one annual meeting of the Program Advisory Board.
8. Develop and submit to the Provost, no later than ten working days after the end of the Spring semester, an annual report which reviews program activities and accomplishments including Program Advisory Board recommendations, curricular changes, and recommended changes as needed.
9. Conduct an annual assessment of one program learning outcome and submit the results to the Provost and Vice-President of the College. During the year in which the Academic Program Chair conducts a comprehensive program review, he or she is not required to perform this responsibility. Deadline for submission of results will be ten working days after the end of the Spring semester.
10. On a schedule developed by the Provost and Vice-President of the College, conduct a comprehensive program review for submission to SUNY. This review is to be completed once every five to seven years.
11. On a schedule developed by the Provost and Vice-President of the College, conduct General Education assessment for submission to SUNY. Compensation for this work will be made at the non-instructional hourly rate multiplied by a formula based on the number of sections offered and faculty teaching a given course during the semester of the assessment.

For the Association: Leo Park Date: January 16, 2014

For the College: Walter H. Palmer Date: January 16, 2014