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Genesee Community College And
Genesee Educational Assn

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AGREEMENT

by and between

THE COUNTY OF GENESEE

**THE BOARD OF TRUSTEES OF
GENESEE COMMUNITY COLLEGE**

AND

THE GENESEE EDUCATIONAL ASSOCIATION

Dated: September 1, 1999 – August 31, 2003
NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

SEP 25 2000

CONCILIATION

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AGREEMENT, made this 11th day of June, 1980, by and between

THE COUNTY LEGISLATURE OF THE COUNTY OF GENESEE, NEW YORK

(hereinafter referred to as the "Legislature");

THE BOARD OF TRUSTEES OF GENESEE COMMUNITY COLLEGE

(hereinafter referred to as the "Trustees"), the "Legislature" and "Trustees"

(hereinafter referred to collectively as the "College");

and

THE GENESEE EDUCATIONAL ASSOCIATION (hereinafter referred to as the "Association").

ARTICLE I - RECOGNITION

The College hereby recognizes the Association as the exclusive representative of its employees in a unit including all full-time teaching faculty, full-time librarians, full-time counselors, full-time directors (except those designated by the College as "Managerial/Confidential"), full-time Media Specialist and full-time Technical Assistants/Specialists, for the purposes of collective negotiations regarding wages, hours, and terms and conditions of employment, and in the settlement of grievances and for all lawful purposes under the law of the State of New York. Such recognition shall extend for the maximum period allowed by law.

ARTICLE II - FAIR PRACTICES

- 2.1 The Legislature and the Trustees, separately and collectively, hereby retain and reserve unto themselves all rights, powers, authority, duties, and responsibilities conferred upon and vested in them by law. The exercise of these rights, powers, authority, duties, and responsibilities and the adoption of such rules, regulations, and policies as they deem necessary in the management, direction and administration of all operations and activities of the College shall be limited only by the specific and express terms of this Agreement.
- 2.2 Pursuant to the provisions of subdivision 3(b) of Section 207 of the Public Employees Fair Employment Law, the Association affirms:

that it does not assert the right to strike against any government, to assist or participate in any such strike or to impose an obligation to conduct, assist or participate in such strike.

- 2.3 Membership in the Association shall at all times be open to all members of the bargaining unit regardless of race, creed, sex, marital status, color, political affiliation, age, national origin, or physical disability.
- 2.4 The College hereby agrees that employees employed in the defined unit shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective negotiations. The College agrees that it will not directly or indirectly deprive, discourage, coerce, or harass any employee in the enjoyment of any right conferred by the Public Employees Fair Employment Act; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his lawful participation in any activities of the Association, or in collective professional negotiations with the College, or his institution of any grievances, complaint, or proceeding under this Agreement.
- 2.5 The parties hereto recognize and endorse the Statement of Professional Ethics as set forth in the March 1969 Spring issue of the A.A.U.P. Bulletin.

ARTICLE III - ASSOCIATION RIGHTS

- 3.1 During the term of any extension or renewal of the term hereof, the College will not accord dues deduction or similar check-off rights to any other organization purporting to represent employees in the defined unit represented by the Association.
- 3.2 The College agrees to deduct from the salaries of the employees in the defined unit the dues or agency fee of the Association. Any member of the Association may voluntarily authorize dues deduction in writing, on forms prescribed by the Association; said forms will be submitted to the College Business Office. Such authorization shall be for the period of one (1) year and may thereafter be revoked at any time in writing by the Association member.
- 3.3 The Association shall certify to the College, in writing, the current dues and agency fee rate and shall give the College thirty (30) days' notice prior to the effective date of any change thereof.
- 3.4 The College shall, within ten (10) days following each pay period in which dues and agency fee deductions are made, transmit the amount so deducted to the Association.

- 3.5 Membership in the Association shall not be a condition of employment or a preference in the continuation of employment; however, 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 eighty-five percent (85%) 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 the contract ratification date and annually as of April 1, thereafter.
- 3.6 The President of the Genesee Educational Association, if a teaching member of the unit, shall be assigned a teaching load which reflects a reduction of six (6) class hours from the normal teaching load per year, and if a non-teaching member of the unit, shall have released time equal to one (1) hour per day during the Fall and Spring semesters.
- 3.7 The Association shall be entitled to use College space for the purpose of conducting meetings and the business for which it is organized; provided, only that such usage does not interfere with the College or with individual faculty member's schedules or programs.
- 3.8 The College will set aside one hour of every month for Association meetings during the scheduled common hours.

ARTICLE IV - CONDITIONS OF EMPLOYMENT

4.1 Basic Load Full-Time Teaching Faculty

- a) Thirty-two (32) credit hours/thirty-eight (38) contact hours maximum per academic year, exclusive of summer sessions. Overload shall be assigned on a voluntary basis and shall be compensated as follows:
- (1) On a credit-hour basis, when the annual teaching load exceeds 32 credit hours, overload compensation shall be paid for one entire course to be designated by the Vice President for Academic Affairs. Subsequent overloads shall be compensated on a per-credit-hour basis.
 - (2) On a contact-hour basis, overload compensation shall be paid on the basis of each contact hour exceeding 38. When the annual teaching load exceeds 39 contact hours, overload compensation shall be paid for one entire course to be designated by the Vice President for Academic Affairs. Subsequent overloads shall be compensated on a per-contact-hour basis.
 - (3) Overload shall be paid on the basis of (1) or (2) above, whichever is greater.

- b) Course preparation will not exceed three (3) per semester unless more are agreed upon by the faculty member and the Vice President for Academic Affairs.
- c) Exception to the foregoing limitations are courses in Foreign Languages and one-credit activity courses in Physical Education.

4.2 Schedule Assignment

- a) Each instructor shall be given his/her tentative teaching schedule for the Fall term no later than June 1, and for the Spring term no later than December 15.
- b) Unit members, on the recommendation of an appropriate officer of the College, with the approval of the President, may be released from all or a fraction of their regular assignments for special assignment for periods extending from one week to one year for the purpose of preparing grant or aid requests, developing new or supplementary instructional materials or aids, preparing new courses, developing new programs or improving existing programs and such other special assignments to which the College and unit member mutually agree.

4.3 Office Hours

Faculty shall file (with their respective supervisors and the Vice President for Academic Affairs), post, and maintain a schedule of at least five (5) office hours per week for student consultation. Whenever feasible, such schedule shall be on the basis of one hour per day and shall be scheduled at reasonable hours. A faculty member assigned less than a full work load may be assigned a sixth office hour per week.

4.4 Sponsorship of Student Activities

Sponsorship of all student clubs, organizations, and activities, including intercollegiate athletics and drama, shall be on a voluntary basis. The teaching load of a faculty member will not be reduced upon undertaking the sponsorship of student activities.

4.5 Calendar

- a) The College year shall consist of regularly-scheduled class days and other days set aside for other professional activities. In the latter instance, the faculty will be expected to be on campus 8:30 a.m. - 4:30 p.m., when activities are scheduled.
- b) The academic calendar shall be determined by the College and shall contain 168 days exclusive of graduation, inclusive of instruction, examinations, orientation, registration, recruitment, advisement, and workshops.

- c) All unit members shall have the work day before Christmas as a holiday.
- d) Two professional activities days will be eliminated each semester of the three academic years covered by this Agreement, with faculty members encouraged to use these days for individual professional growth activities. All faculty and staff members are required to attend the other professional activity days scheduled -- such schedule to be distributed to faculty at least one month prior to the start of Fall classes.

4.6 College Day

- a) Genesee Community College will operate under the "one college" concept in that classes shall be scheduled between 8:00 a.m. and 10:00 p.m.
- b) Faculty members may be assigned to teach, within load, at off-campus sites, on Saturdays and evenings. Insofar as possible, such assignments shall be equitably distributed among the faculty within each discipline. All other factors being equal, full-time faculty members will be given preference over part-time faculty members for courses taught on campus between 8:00 a.m. and 4:30 p.m. Assignment to teach at correctional facilities shall be on a voluntary basis.
- c) Teaching schedules may, with written approval of the Vice President for Academic Affairs, accommodate special scheduling requests from faculty members, including a work week of less than five (5) days.
- d) There shall be at least ten (10) hours between the end of a faculty member's last class of the day and the beginning of his/her first class the next day unless otherwise agreed to by the faculty member in writing.

4.7 Class Size

The ideal class size varies from one academic discipline to another. The College will attempt to limit class size to the number established by the Vice President for Academic Affairs after consultation with the faculty within the respective discipline. Matters relating to the class size shall not be grievable.

4.8 Librarians, Counselors, Directors, Technical Assistants and Media Specialist

- a) The work day shall be eight (8) consecutive hours inclusive of lunch period.
- b) The work week shall consist of an average of five (5) days per week.
- c) Except as provided in paragraph (d) hereof, the work year shall be the twelve (12) month administrative year.

- d) Librarians and Counselors employed subsequent to the effective date hereof shall be employed on either the twelve-month administrative year or a ten-month, one hundred eighty (180) work-day basis.¹

Upon the employment of Counselors or Librarians on a ten-month (180 day) basis, the opportunity to work such schedule shall first be afforded those employed on the twelve-month administrative year basis, employed prior to the effective date hereof and possessing the required expertise and experience.

Summer assignments of ten-month (180 day) Counselors and Librarians shall be offered on a seniority basis to those with the required expertise and experience. In the event that those so qualified decline such assignment, the College may make such assignment on the basis of the inverse order of seniority, and individuals so assigned shall be required to perform such assignment.

- e) Counselors, Librarians, Technical Assistants/Specialists, and Directors will not be assigned to areas which are inappropriate to their educational background, job experience or training, without their consent.
- f) Annual vacation for administrative calendar employees shall be twenty (20) days and is not cumulative. Unused vacation shall accumulate as sick leave.
- g) Non-teaching unit members may be eligible to accumulate compensatory time under the following conditions:
- (1) A written request is made by the unit member to work at a time period that would earn compensatory time and such request is approved by the unit Dean prior to the performance of such work, or
 - (2) The unit Dean requests, in writing, the performance of work for which the unit member would be eligible to receive compensatory time, and
 - (3) At the time of granting of such work authorization, or within two (2) working days after the compensatory time is earned, arrangements are made between the eligible unit member and his/her supervisor for use of such time.

¹Letter of Agreement, August 29, 1980: It is agreed that the present librarians shall be employed henceforth on a 200-day basis. Payment for the additional 32 days beyond normal faculty work year shall consist of 7 1/2 percent of each individual's base salary.

ARTICLE V - PROFESSIONAL APPOINTMENTS, ETC.

5.1 Staff Files

A. Personnel File:

All material pertaining to an individual unit member which the College receives for purposes of initial employment or application for a new position within the College, from non-college sources such as other universities or placement services shall be placed in that unit member's administrative file and shall not be available to the unit member, but shall be available only to the President, Vice President for Academic Affairs, and immediate supervisor.

B. Professional File:

All material relative to an individual member which originates within the College or by virtue of employment within the College shall be placed in that unit member's professional file and shall be made available to the individual for inspection and to the Association upon the request of the individual unit member with the right to reproduce the same or any part thereof. All material placed in the professional file must be signed and dated by the individual originating the material. Each unit member shall have the right to put any material into his/her professional folder at will.

5.2 Appointments

Genesee Community College shall provide one of three types of professional service appointment to all full-time individuals covered by the terms of this Agreement.

- a) A temporary appointment is made for a fixed term not to exceed one (1) year where a position is not expected to be permanent. Termination of persons employed under temporary contracts shall not be subject to the grievance procedures hereunder.
- b) A probationary appointment is an appointment for one (1) academic year (administrative year as to Directors, Technical Assistants and Media Specialist); renewable annually for a period not to exceed a total of four (4) years. In the final probationary year, a unit member shall be notified of his/her continuing appointment status on or before January 15. The probationary period may, in the exclusive discretion of the College, in exceptional circumstances, be reduced to less than four (4) years service at Genesee Community College.
- c) A continuing appointment will be granted in the year of reappointment following the conclusion of the final probationary appointment. The term of each reappointment will be determined by the College, but in no event shall reappointment be for a period of less than four (4) years nor more than six (6)

years. Individuals granted continuing appointment shall hold their respective positions during competent professional service and conduct for the period of reappointment, following which such status shall be subject to review by the College as to whether or not continuing appointments should be renewed for a successive term of not less than four (4) years nor more than six (6) years. The unit member shall be notified of such status no later than January 15 of the last appointment year.

At the discretion of the College and at any time during the term of a continuing appointment, such appointment may be renewed with such new appointment commencing on the granting thereof and continuing for a term of not less than four (4) years nor more than six (6) years, the period of such renewal to be determined by and at the discretion of the College.

- d) The College will promulgate and provide, in writing, to each unit member on continuing appointment standards for reappointment. Each time he/she is evaluated, the unit member shall be informed, in writing, by the evaluator of any areas which he/she must improve before the evaluator would recommend him/her for renewals of continuing appointment.

To such extent as Board Policy #236 applies to unit members on continuing contracts and is not inconsistent with this Agreement, the evaluation standards therein set forth shall be controlling. Except as may be otherwise provided in this Agreement, the Board retains exclusive authority to amend and set policy relating to faculty evaluation but shall consult with the Association not less than thirty (30) days prior to any change in said Board Policy #236 which relates to evaluation standards. Any such change shall be prospective in effect.

Prior to considering the renewal or non-renewal of a continuing appointment contract, the Board of Trustees or a committee thereof will review and take into consideration all of the written evaluations of such unit member made during the then-expiring continuing contract period.

In the event of the non-renewal of a continuing appointment contract, the affected unit member, upon written request directed to the Board of Trustees and delivered to the Office of the President, shall be granted an opportunity to appeal (individually and/or by a representative) before the Board of Trustees or a committee thereof for the purpose of presenting such information as he/she may deem appropriate under the circumstances. Such meeting may precede initial Board action on renewal/non-renewal or shall be within thirty (30) days thereafter.

- e) Letters of non-reappointment to unit members on probationary appointment in other than the final probationary year will be offered no later than April 15 of the initial year, and no later than January 15 of successive years of employment. Unless otherwise notified by these respective dates, the unit member's probationary appointment is automatically renewed.

- f) A unit member who hereafter begins employment at the College on a probationary appointment after November 1st:
 - (1) shall be notified by letter of non-reappointment no later than April 15 of the initial year of employment;
 - (2) shall be considered for continuing appointment following 4-1/2 years of employment.
- g) If a unit member is granted a temporary appointment and at the expiration thereof is granted a probationary appointment in the same position, the time served by said member in the temporary status shall be considered as time served in a probationary status for up to a two-year period.
- h) A unit member serving on a temporary contract (one-year grant) will be notified of renewal or non-renewal within two (2) weeks of receipt of official notification by the College of continuance or termination of the grant.

If guaranteed refunding for the same project is received for more than one (1) year, the person on a temporary contract, if to be renewed, shall be notified as outlined above for the first year of the renewal and will be notified by February 1 of each subsequent year.

If for any reason, after notification of renewal of a contract under a multiple year grant, grant funds are withdrawn or eliminated or the College elects to withdraw from participation in a grant project, the offer of reemployment shall be null and void and have no legal effect.

5.3 Transfer of Assignment/Faculty

- a) Under no circumstances should a faculty member be assigned in an area in which he/she has no formal preparation without his/her consent and that of the Association.
- b) In the event of transfer or reassignment, a faculty member shall have the right to discuss such a transfer or assignment with his/her immediate supervisor before such transfer or reassignment takes effect.
- c) Administrative personnel who are selected from among the members of the bargaining unit after September 1, 1980, may return no later than two (2) years following the date of initial administrative appointment. On return to the bargaining unit within the said two (2) year period, the unit member will have restored all bargaining unit rights and benefits as if he/she had not left the unit except for seniority which shall be the same as when he/she left.

5.4 Retrenchment

- a) Retrenchment is defined as the termination of the appointment of a unit member on a continuing appointment as a result of financial exigency, a reduction in student enrollment, curtailment of programs or services or, in the instance of Directors and Technical Assistants/Technical Specialists, termination of the job function.
- b) Among the criteria to be considered in the retrenchment of personnel shall be years of service to the College.
- c) Retrenchment shall be effective as of the end of an academic year, whether or not the same coincides with the expiration of a continuing appointment term. Notice of retrenchment shall be provided not later than the preceding February 15.
- d) The Association shall have a Retrenchment Committee of not less than three (3) nor more than five (5) of its members on continuing appointment. In the event the College has made a decision to retrench unit members, such decision shall be promptly communicated to the Association and the Association Retrenchment Committee shall be afforded the opportunity to meet with representatives of the College for the purposes of presenting alternatives to retrenchment and/or to discuss the need therefor.
- e) A unit member in the area to be retrenched who may be proficient in another area may apply for reassignment in accordance with the terms of the contract, if such an opening exists, or if a new position is established by the President of the College.

Such reassignment shall be possible if the unit member meets criteria and procedures for employment in the assigned area.

- f) A retrenched unit member who undertakes retraining for the purpose of redeployment shall be given preference for employment in the new area.
- g) A retrenched unit member's position shall not be filled by a replacement within a period of two (2) years unless the retrenched unit member has been offered reappointment to the position and has declined.
- h) A retrenched unit member who is qualified in more than one discipline in the instance of faculty, or job function in the instance of Directors and Technical Assistants/Technical Specialists, shall be given preference to any existing opening in such disciplines or job functions.

5.5 Evaluation

All unit members on temporary and probationary appointment shall be formally evaluated once annually. Evaluation of instruction for faculty and otherwise for all unit members on continuing contracts shall be an ongoing process to be formalized at least once every two (2) years. Formal faculty evaluation shall emphasize effective instruction and improvement of instruction and shall also include other aspects of professional performance. All evaluations will include a conference(s) between individuals and their immediate supervisor, a completed evaluation which will become part of the individual's professional file, which may be followed by individual conferences with appropriate administrative personnel. The individual being evaluated may include a dissenting written opinion and/or related evidence in his/her professional folder. The unit member shall have the right to have his/her evaluation reviewed by the Vice President for Academic Affairs.

5.6 Field Trips

Field trips are defined as a planned educational experience required by the instructor of a course necessitating students to leave campus and shall be subject to budget limitation.

- a) Field trips shall be subject to the provisions of the Faculty Handbook relating thereto.
- b) Existing liability insurance policies relating to third party bodily injury (\$500,000 each person; \$1,000,000 each occurrence; and \$1,000,000 aggregate) and property damage (\$100,000 each occurrence and \$100,000 aggregate) shall be applicable to the College and unit member in all instances of field trips as hereinabove provided.

5.7 Vacancies

- a) Notice of any professional position vacancy, administrative or faculty, shall be posted on each division bulletin board and a copy thereof shall be forwarded to the Association President at least five (5) days prior to its publication elsewhere. A complete job description, including remuneration offered, duties, responsibilities, and a statement of required qualifications will be available in the Personnel Office.
- b) The Association, among others of the College, will be involved, in an advisory capacity, in the engagement of the President, Vice President, and Deans of the College.
- c) When a vacancy for a unit teaching position (other than a temporary position) comes about, the appropriate Dean shall appoint an applicant screening committee from within the discipline after seeking the advice of the appropriate

discipline personnel in terms of possible committee members. No applicant for the position may serve on the committee. The committee will review applications, interview applicants and, if deemed appropriate by the committee, make arrangements for other faculty and staff to meet applicants and to coordinate the interview schedule with the appropriate Dean. The report of the committee shall be advisory only; and shall recommend to the appropriate Dean acceptable applicants.

ARTICLE VI - LEAVES OF ABSENCE

6.1 Sabbatical Committee

A sabbatical committee, consisting of five (5) unit members, shall be elected by the unit members annually. Members of this committee will not be eligible for a sabbatical leave for the next academic year. The committee's duties will be to consider all applications for sabbatical leave.

6.2 Sabbatical Leave

- a) The purpose of a sabbatical leave program is to increase a unit member's value to the College.
- b) Sabbatical leave shall be granted for planned travel, study, formal education, research, and related activities directly related to the professional development of the individual, in terms of its use and value to the College.
- c) All members of the unit who have completed at least six (6) years of continuous full-time service at the College will be eligible to apply for a sabbatical leave. The period of time for eligibility for additional sabbatical leave shall be six (6) years from the date of returning from the previous sabbatical leave. A leave of absence without pay will neither count as time earned toward eligibility for sabbatical leave nor will it constitute an interruption of the continuous service requirement.
- d) Sabbatical leave shall be for a period of one academic year at half pay. The recipient, upon approval of the President, may receive additional earned income from sources other than the College, the total of which, including the College's contribution, shall not exceed his/her College salary for the period of time involved. The recipient will continue to receive the benefits of all College-provided fringe benefits while on sabbatical leave. As has been past practice, vacation time, sick leave, and personal leave shall not accrue during sabbatical leave. The period of time involved will be used to compute time eligibility for promotion and salary adjustment.
- e) Recipients of sabbatical leaves must sign an agreement to return to Genesee Community College for a period of one (1) full year following expiration of the sabbatical leave, or repay immediately the total sum of money paid by the

College to the individual during the period of the sabbatical leave -- including the cost of all fringe benefits.

- f) Application for sabbatical leave must be submitted in writing, on forms provided by the College, to the committee, no later than December 1. The committee shall make its recommendations in priority order to the President in the instance of each application on or before January 1. The President shall announce decisions on sabbaticals on or before March 1. The form will require the applicant to outline his/her proposed program, its relationship to his/her professional responsibilities at the College and the manner whereby the program will improve his/her value to the institution. The recipient will also be required to file a written report following conclusion of the sabbatical leave period.
- g) Sabbatical leave proposals must carry the recommendation of the sabbatical committee, prior to submission to the President of the College. The President will submit the proposal to the Board of Trustees of Genesee Community College with his recommendation for appropriate action.
- h) The number of sabbatical leaves to be granted shall be subject to the discretion of the Board of Trustees and budget limitations; however, in no event shall such number exceed nor be deemed to assure the granting of five (5) annual leaves per fiscal year.

6.3 Leaves of Absence Without Pay

- a) The College may grant a leave of absence without pay to a member of the unit for educational advancement, career experience, child rearing, and other purposes. Such leave shall be for a period of time not to exceed one (1) year. Extension of leave shall be treated as an initial application.
- b) A leave of absence without pay will neither constitute an interruption of the probationary period nor count as time earned towards eligibility for promotion or continuing appointment.
- c) Individuals on leave without pay may make arrangements with the Business Office to continue insurance and benefit programs, but the cost of these programs shall not be assumed by the College.
- d) Salary for the year the unit member returns shall be the salary he/she would have earned the year of the leave in the instance of a leave for the full year, and shall be adjusted pro rata in the instance of leaves of less than one (1) full year.
- e) Except in instances of prior approval by the President of the College, the acceptance of full-time employment elsewhere than at the College during leave without pay shall constitute a voluntary termination of such leave and shall constitute resignation from the College.

6.4 Sick Leave

- a) Full-time employees employed on the academic or ten-month (180 work days) calendar will be granted sick leave of twenty (20) calendar days (twenty-four (24) calendar days for those employed on the administrative calendar), exclusive of Saturdays, Sundays, and authorized holidays, upon commencement of the contract year. Unused sick leave may accumulate to a maximum equivalent to the number of work days in the employee's work year.
- b) During sick leave, retirement, hospitalization, and other like benefits will continue.
- c) Female employees shall be entitled to use their current and accumulated sick leave benefits during the period of disability related to birth of a child. The period of such disability must be certified by the faculty member's attending physician.
- d) Under unusual circumstances, the President may recommend to the Board of Trustees an extension of sick leave at full pay or a percentage thereof.
- e) The College shall establish a Sick Day Bank of seventy-five (75) days each year to be made available in emergency situations to full-time faculty and staff members serving in either their first or second full year of service at the College. A four-member committee -- two (2) members appointed by the President of the GEA and two (2) members appointed by the President of the College -- shall review requests to use this annually allocated Sick Day Bank when such faculty and staff members have used all of their earned and allocated sick days.
- f) Any faculty/staff member with fifteen years or more of service at the College who retires (defined as filing retirement papers and officially retiring from one of the three retirement programs offered by the College) with unused sick leave equal to 90% or more of the maximum sick days they are eligible to accumulate (see Section 6.4, the Sick Leave Provision of the contract), will be provided with their basic and major medical Blue Cross and Blue Shield (or benefit equivalent) insurance coverage at no cost for the twelve-month period following their last official day of work. (The first day of retirement as indicated by the appropriate retirement system.)

6.5 Personal Leave

Each employee will receive three (3) personal leave days per contract year for urgent personal business which cannot be deferred. Personal leave may not be taken to extend a holiday or vacation period. The unused portion of personal leave shall accumulate as sick leave.

6.6 Bereavement Leave

Up to four (4) days are to be granted for death or serious illness within the immediate family of a unit member. This type of leave is not cumulative. The immediate family of the unit member and spouse shall be defined as parents, children, brothers, sisters, grandparents, and any other relative if that relative resides in the home of the unit member.

6.7 Terminal Leave

A retrenched employee shall be entitled to a paid terminal leave of three (3) weeks for each year of employment at Genesee Community College (prorated for fractions of years) to a maximum of eighteen (18) weeks (.075 of final annual salary per year of service for academic year and ten-month (180 work days) unit member; .058 of final annual salary per year of service for twelve-month unit members) to be terminated, however, upon acceptance of other full-time employment by the retrenched unit member. Such leave shall commence the first day of the academic year next following the year in which retrenchment occurred. During the period of such leave, all fringe benefits shall be maintained.

6.8 Unauthorized absences will be treated as unauthorized leave without pay.

ARTICLE VII - INSURANCE

7.1 For the term of this Agreement, the College will provide the Blue Cross 5-6/Blue Shield 50-51 Major Medical \$100 deductible program, or benefit equivalent, for those unit members who qualify under such program. The College will contribute 100% of the premium cost thereof for each participating unit member and dependent.

7.2 Effective September 1, 1981, the College will provide the Blue Cross/Blue Shield Basic High Dental Program, or benefit equivalent, for those unit members who qualify under such program. The College will contribute 100% of the basic premium cost thereof. All unit members shall pay the cost of riders to the individual unit member coverage. Unit members may, at their own cost, obtain dependent and riders to dependent coverage.

Effective September 1, 1982, the College will contribute 100% of the basic premium and rider cost for unit members and dependents.

7.3 For the term of this Agreement, the College will provide and contribute the total premium cost of (1) life insurance insuring the life of each unit member in an amount equal to double his/her base annual salary including accidental death and dismemberment coverage, and (2) long-term disability insurance coverage providing sixty percent (60%) of salary up to a maximum of twenty-five hundred dollars

(\$2,500) per month commencing six (6) months following the inception of the disability. In each instance the provisions contained in the insurance contracts shall be controlling.

- 7.4 The College will include a prescription rider (a \$2.00 co-pay) as part of its health insurance plan. All members covered by the basic health plan must be covered by the prescription plan. The cost of the plan will be paid by the College.
- 7.5 Unit members with dual insurance coverage wishing to terminate their health insurance plan with the College, upon submitting sufficient evidence of dual coverage to the Personnel Office on signing an appropriate release form, will receive an annual cash settlement of \$500 from the College. This cash settlement will be paid on two annual installments, one on the last pay period in December, and the other on the last full pay period of the Spring semester.

ARTICLE VIII - GRIEVANCE PROCEDURE

8.1 Definitions

<u>Day (working day)</u>	Computation of time, for all purposes hereunder, shall be with reference to the regularly-scheduled working days of the grievant.
<u>Grievance</u>	A complaint by any unit member or members in the negotiating unit, regarding an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.
<u>Grievant</u>	The one submitting the grievances.
<u>Grievant Committee</u>	A duly-constituted committee of the Association.
<u>Hearing Officer</u>	The individual charged with the duty of rendering a decision at a particular stage of this grievance procedure.
<u>Representative</u>	An individual unit member, other than the grievant or the Association Grievance Committee, designated by the grievant at Stages One and Two of the Grievance Procedure.

8.2 Specific Conditions

- a) A grievant shall have the right to present grievances in accordance with this article; provided, however, that the first presentation of the grievance must occur within thirty (30) working days after the grievant could reasonably have first knowledge of the alleged grievance, and provided that the grievance is presented

in writing containing a brief statement of the nature of the grievance, including the name and position of the aggrieved party, and the specific provisions of this Agreement alleged to have been violated.

- b) A grievant shall have the right to be represented at Stages One and Two by a representative of his/her choice. Whether or not the Association Grievance Committee is chosen as the representative of the grievant, all communications regarding the grievance shall be sent to the Chairman of the Grievance Committee as well as to the grievant.
- c) The failure of a Hearing Officer at any stage to communicate his decisions within the designated time limits shall permit the grievant to proceed to the next stage of the grievance procedures.
- d) The failure of the grievant to appeal a decision to the next higher stage within the designated time limit shall constitute a withdrawal and shall bar further action by the grievant.
- e) The grievant may withdraw the grievances by written notice at any time.
- f) Hearings and conferences held under these procedures shall be conducted at a time and place which will afford a fair and reasonable opportunity for all parties to attend. Said hearings shall be scheduled so as to avoid interference with teaching schedules.

8.3 Procedural Steps

All grievances shall be presented and adjusted in the following manner:

- a) Stage One: A grievant having a grievance shall discuss the same in good faith with his/her immediate supervisor, either directly or through a representative, with the objective of resolving the matter informally. If the grievance is not resolved informally, it shall be reduced to writing and presented to the Vice President for Academic Affairs, containing a brief statement of the nature of the grievance and the specific provision(s) of this Agreement alleged to have been violated. Within five (5) working days after the written grievance is presented to him, the Vice President for Academic Affairs shall render a decision thereon, in writing, and present it to the grievant.
- b) Stage Two: The grievant may appeal the decision rendered at Stage One within ten (10) working days after the receipt of the decision by submitting a written appeal to the President of the College. Such written appeal shall set forth specifically the nature of the grievance, the facts relating thereto, and grievant's reasons for rejection of the decisions rendered in the first stage. Within seven (7) working days after receipt of the appeal, the President, or his duly-authorized representative, shall hold a hearing with the grievant. The President or his duly-authorized representative shall render a decision in writing to the

grievant within five (5) working days after conclusion of the hearing. A grievance relating to termination of services shall be initiated at Stage Two of the Grievance Procedure.

- c) Stage Three: The Association may appeal the decision rendered at Stage Two within ten (10) working days after receipt of such decision by the grievant by submission of the grievance to the American Arbitration Association with simultaneous copy to the President of the College. In such event, the American Arbitration Association voluntary labor arbitration rules and procedures shall apply. The decision of the arbitrator shall be in writing. Such decision shall be final and binding upon the parties in all instances except as to grievances related to non-renewal of probationary appointments and matters relating to retrenchment, in which instances the decision of the arbitrator shall be advisory only. The arbitrator's award, in instances relating solely to the timeliness of the service of the retrenchment notice, shall be limited to the question of timeliness of the retrenchment notice and shall be final and binding on the parties.

8.4 The arbitrator shall not have authority to add to, subtract from, or modify the express provisions of this Agreement or any provisions incorporated by reference herein.

8.5 The costs of arbitration shall be borne equally by the College and the Association.

ARTICLE IX - SALARIES

The salary of all unit members covered by this Agreement shall be as set forth in Schedule A hereto annexed and incorporated herein as here set forth at length.

ARTICLE X - TRUSTEE AND ASSOCIATION COMMUNICATIONS

- 10.1 The Association may, by action of its Executive Committee, through its President, add to the agenda of the regular meetings of the Board of Trustees items for presentation by the Association and consideration by the Trustees thereat. The Trustees shall establish and may, from time to time, amend rules of procedure to be followed in the presentation of such items, including the number thereof to be considered or time thereof to be allocated at any one meeting and adjournment to subsequent regular and special meetings.
- 10.2 The Association shall be supplied a copy of the current schedule of regular meetings of the Board of Trustees and of amendments thereto and subsequent schedules when enacted.
- 10.3 Unless the Chairman of the Board of Trustees acting individually or through the President should provide for, or accept notice of a lesser period of time, notice of request for the addition of an item to the agenda of a Trustees' meeting shall be

delivered to the Office of the President, in writing, not less than twenty-one (21) calendar days prior to the Trustees' meeting at which consideration is requested. Such notice shall reasonably detail the subject matter thereof and, where applicable, be accompanied by appropriate documentation or instrumentation that preliminary study of the same by the Trustee may be accommodated.

- 10.4 Matter which is the subject of contract negotiations or the grievance procedures hereunder shall not be appropriate as an item for Trustee consideration hereunder. For the purposes hereof, the determination of appropriateness shall be a matter for preliminary consideration by the Trustees; the decision of a majority of the Trustees shall determine the same.
- 10.5 Matters, procedures, determinations, findings, actions, and implementations hereunder shall not be subject to the grievance procedure or be in any way reviewable, it being the intent of this article to create Trustee-Association communication on matters of sufficient common interest to warrant the initiation of dialogue thereon by the Association.

ARTICLE XI - SAVINGS CLAUSE

If any provision of this Agreement shall be found contrary to the law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

ARTICLE XII - MISCELLANEOUS PROVISIONS

- 12.1 New unit members shall be reimbursed the cost of physical examinations required by the College.
- The College may require a unit member to take a physical examination once a year, at College expense. Selection of the physician to make such an examination shall be made by the unit member involved.
- 12.2 Copies of this Agreement shall be reproduced by the College and made available to individual unit members.
- 12.3 Employees covered by this Agreement summoned for jury duty shall be excused (without charge against any leave entitlement) from class attendance and/or other responsibilities which conflict with such jury duty. He/she shall deliver to the Business Office the notice or summons relating to such service and shall receive his/her regular compensation for the period of such service less other compensation (reimbursement for personal expenses excluded) received for services during normal working hours.

- 12.4 The President of the Association and of the College, or their respective designee, on the written request of either, shall meet as frequently as circumstances warrant for the purposes of discussing non-contractual matters of mutual concern. The time(s) and place(s) of such meeting(s) and persons to be involved other than the respective Presidents or designees shall, in each instance, be subject to mutual agreement.
- 12.5 Tax shelter annuity programs will be made available on a payroll deduction basis upon enrollment of ten or more unit members in a common eligible plan.
- 12.6 Prior authorization is required for use of personal vehicles for College purposes. Unit members authorized to use personal vehicles for College purposes shall be reimbursed at the Genesee County established mileage rate.
- 12.7 On and after the date of this Agreement, 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.
- 12.8 During the term of this Agreement, the child(ren) and/or spouse of all unit members, will be provided a tuition waiver upon enrollment as full-time students in the College with the intent to remain full-time students for the semester in which they enroll. The waiver is subject to the following limitations: (a) the student must apply for both PELL and TAP; the waiver will cover the difference between PELL and TAP awards and the actual cost of tuition at the College, and (b) the waiver is limited to tuition charges only; the student is responsible for all other fee charges that are set by the College.
- 12.9 During the term of this Agreement, if any County bargaining unit has an early retirement clause included in its collective bargaining agreement, or should the County establish such a program outside of any agreements with its bargaining units, the College and the GEA agree to reopen this Agreement for the sole purpose of bargaining the establishment of an early retirement system.

ARTICLE XIII - PAST PRACTICES

This Agreement supersedes all prior agreements, memoranda of understanding and past practices relative to all matters herein contained. Any past practices relative to matters not subject of this Agreement affecting terms and conditions of employment shall remain in full force and effect.

ARTICLE XIV - 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.


ARTICLE XV TERM

This Agreement shall be effective as of September 1, 1990 and remain in effect until the expiration of the 1992-1993 academic year.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in the manner following:

COLLEGE:

The County Legislature of the
County of Genesee

By 
Chairman

ASSOCIATION:

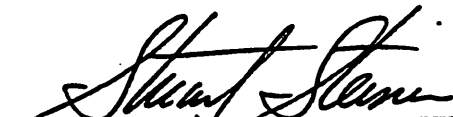
Genesee Educational Association

By 
President

The Board of Trustees,
Genesee Community College

By 
Chairman

Genesee Community College

By 
President

SCHEDULE A

SALARY RANGES

9.1 The following constitutes salary ranges within academic rank or title effective September 1, 1990:

	<u>1990-91</u>		<u>1991-92</u>		<u>1992-93</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
*Lecturer	17,500	24,000	18,500	26,400	19,500	28,900
Instructor	19,000	27,000	20,000	29,600	21,000	32,300
Assistant Prof.	23,000	31,000	24,500	33,800	26,000	36,800
Associate Prof.	24,500	37,700	25,500	40,900	27,000	44,300
Professor	27,500	44,300	29,000	47,900	31,000	52,200
GC-6	13,500	22,400	13,750	24,700	14,000	27,100
GC-8	16,000	31,500	17,000	34,300	18,000	37,300
GC-10	24,500	46,500	25,500	50,200	27,000	54,700

- * Teaching rank for newly-hired (1990-91) faculty without Masters Degree. Automatically eligible for promotion to Instructor when they receive Masters Degree.
- 9.2 Unit members, present and/or hereafter employed, shall be compensated at salary levels within the foregoing ranges applicable to their respective rank or title. There are no specific steps.
- 9.3 The ranges set forth in Paragraph 1 hereof applicable to Lecturer, Instructor, Assistant Professor, Associate Professor and Professor relate to base salaries only, and are not inclusive of salary differentials which may accrue from summer instruction, or extra compensation to faculty members for twelve-month administrative year contracts.
- 9.4 The compensation of unit members holding faculty rank employed on the basis of the twelve-month administrative year shall be seventeen and one-half percent (17-1/2%) in excess of their ten-month academic year base salary as the same is determined by the terms and provisions hereof.

- 9.5 Ten-month Counselors and Librarians employed beyond 180 work days shall be compensated on a per diem basis equal to 1/180 of their base pay (Sec. 4.8(d), p. 6).
- 9.6 Compensation for summer and overload instruction, per credit hour, shall be four hundred forty-one dollars (\$441.00) for Lecturers, Instructors and Assistant Professors; four hundred eight-five (\$485.00) for Associate and Full Professors.
- 9.7 Promotion will not, under any circumstances, be considered automatic. Upon promotion from rank to rank, a promoted faculty member's annual salary shall not be less than three hundred dollars (\$300.00) in excess of his/her annual salary prior to promotion in instances of promotion from Instructor to Assistant Professor; four hundred dollars (\$400.00) in instances of promotion from Assistant Professor to Associate Professor; and five hundred dollars (\$500.00) in instances of promotion from Associate Professor to Professor.
- 9.8 Full-time faculty members employed to teach at correctional facilities will be paid an additional one hundred dollars (\$100.00) per course taught inside the facility regardless of whether it is being taught as part of the regular teaching load, overload or summer, teaching assignment.
- 9.9 Salary payments shall be by check in 26 (or 27) biweekly installments unless before August 1 a faculty member on a ten-month schedule requests, in writing, on forms provided by the College, that his/her salary be paid in 20 (or 21) biweekly installments.
- 9.10 The amount of professional travel funds per unit member will be increased to \$250 per year effective September 1, 1990. Prior to May 1 of each academic year, a unit member who does not plan to use his/her travel funds may sign a release authorizing that those funds may be used by another member in the same academic area. Funds that have not been requested by a unit member or delegated to other unit members in their academic or budget unit by May 1 may be distributed by the appropriate Dean to others within their academic or budget unit or to other appropriate budget areas of the College that are in need of additional travel funds. If, prior to May 1, a given academic unit supervisor indicates that his/her respective unit has no need for additional travel funds and that some unit members do not desire to use such funds allocated to them, such unit members may elect to offer these funds for use to a GEA member in another unit -- such transfers must be in writing and signed by the appropriate unit members and Deans. All travel must be approved in advance by the Associate Dean and the Dean or Vice President of the area; availability of funds alone does not assure approval for any particular travel request.
- 9.11 Genesee Community College will award a longevity increment to each eligible unit member who is completing the designated number of years of full-time service as presented on the table below. A unit member will receive only one longevity increase during the term of the Agreement, and it will be the highest level that the

unit member is eligible to receive during the three-year contract period. The increase will become part of the base salary of the unit member.

Years of Full-time <u>GCC Service</u>	<u>Longevity Increase</u>
5	\$100
10	200
15	300
20	400
25	500

SALARY INCREASES

The salaries for full-time unit members covered by this Agreement shall be adjusted as follows:

1. Effective 9/1/90, a returning unit member will receive a 5.5% base salary increase plus a \$750 increment, or have his or her salary raised to the minimum for his/her rank, whichever is larger.
2. Effective 9/1/91, a returning unit member will receive a 5.5% base salary increase plus a \$750 increment.
3. Effective 9/1/92, a returning unit member will receive a 5.5% base salary increase plus a \$750 increment.
4. In any or all years of this agreement, if G.C.C. achieves or exceeds an enrollment of 2,350 FTE in the preceding year, each unit member will receive a base salary increase of .5% plus \$150. For example, if the 1989-90 FTE equals or exceeds 2,350, the .5% plus \$150 increase would be added to the 1990-91 base salary of unit members who had served at least one full year at the College. The enrollment figures used for each year will be certified by the Registrar and the Business Office.

This Agreement shall be effective as of September 1, 1993 and remain in effect until the expiration of the 1995-96 academic year.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in the manner following:

COLLEGE

The County Legislature of the County of
Genesee

By: Carl J. Zank
Chairman

ASSOCIATION

Genesee Educational Association

By: Ronald J. Cole
President

The Board of Trustees,
Genesee Community College

By: Paul Bohner
Chairman

Genesee Community College

By: Stuart Steiner
President

SCHEDULE A

Salary Ranges

9.1 The following constitutes salary ranges within academic rank or titles effective September 1, 1993.

	1993-94 + 1% & \$750		1994-95 + 1.25 & \$750		1995-96 + 1.75 & \$750	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
Lecturer	20,445	29,939	21,451	31,063	22,576	32,357
Instructor	21,960	33,373	22,985	34,540	24,137	35,894
Assistant Professor	27,010	37,918	28,098	39,142	29,340	40,577
Associate Professor	28,020	45,493	29,120	46,812	30,380	48,381
Professor	32,060	53,472	33,211	54,890	34,542	56,601
GC - 6	14,890	28,121	15,826	29,223	16,853	30,484
GC - 8	18,930	38,423	19,917	39,653	21,016	41,097
GC - 10	28,020	55,997	29,120	57,447	30,380	59,202

9.6 Compensation for summer and overload instruction, per credit hour, shall be four hundred and fifty-four dollars (\$454) for Lecturers, Instructors, and Assistant Professors; five hundred dollars (\$500) for Associate and Full Professors.

GEA CONTRACT EXTENSION

9/1/93 - 8/31/96

The salaries of full-time unit members covered by this Agreement shall be adjusted as follows:

1. Effective 9/1/93, a returning unit member, employed not later than March 1, 1993, will receive 1% base salary increase plus a \$750 increment, or have his or her salary raised to the minimum for his/her rank, whichever is larger.
2. Effective 9/1/94, a returning unit member, employed not later than March 1, 1994, will receive a 1.25% base salary increase plus a \$750 increment.
3. Effective 9/1/95, a returning unit member, Employed not later than March 1, 1995, will receive a 1.75% base salary increase plus a \$750 increment.
4. If the 1993-94 FTE equals or exceeds 3100, the amount of \$25,000 will be dispersed to GEA members, for such purposes as merit, equity, and other meritorious service to the College, at the discretion of the President of the College. If the above referenced FTE figures are achieved, unit members will receive an additional .25% base salary increase.
5. If the 1994-95 FTE equals or exceeds 3150, the amount of \$25,000 will be dispersed to GEA members, for such purposes as merit, equity, and other meritorious service to the College, at the discretion of the President of the College. If the above referenced FTE figures are achieved, unit members will receive an additional .25% base salary increase.
6. All base minimum and maximum salary ranges for 1993-94, 1994-95, and 1995-96 will increase at the percentage plus increment described in numbers 1, 2, and 3 above.
7. The overload rate will increase by 3% in 1993-94; 3.5% in 1994-95; and 4% in 1995-96.
8. Article 3.6 will be modified as follows: "The President of the Genesee Educational Association, if a teaching member of the unit, shall be assigned a teaching load which reflects a reduction of six (6) credit/ eight (8) contact hours from the normal teaching load."
9. Article 4.5.c. will be modified to include Martin Luther King Day as a holiday for all G.E.A. unit members.

This Agreement shall be effective as of September 1, 1996 and remain in effect until the expiration of the 1998-99 academic year.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in the manner following:

COLLEGE

ASSOCIATION

The County Legislature of the County of
Genesee

Genesee Educational Association

By:

Roger W. Dight-Haus
Chairman

Ronald J. Cole
President

The Board of Trustees of Genesee
Community College

By:

Virginia B. Adams
Chairman

Genesee Community College

By:

John H. Hume
President

Genesee Community College - Genesee Educational Association
Contract Extension - 9/1/96-8/31/99

4.5 Calendar

- e. During the life of this agreement, GEA members will not be required to work on Good Friday. Any unit member who chooses to work on Good Friday may schedule any other day between Christmas and Independence Day as a Holiday, with the approval of his/her supervisor.

4.8 Librarians, Counselors...

- f. Annual vacation for administrative calendar employees shall be twenty (20) days. Each such employee covered under this Agreement may carry over up to five (5) days of unused vacation from the prior year. Unused vacation days, beyond the maximum of five (5) days that may be carried forward, shall accumulate as sick leave.

6.4 Sick Leave

- f. Any faculty/staff member with fifteen years or more of service at the College who retires (defined as filing retirement papers and officially retiring from one of the three retirement programs offered by the College) with unused sick leave equal to 90% or more of the maximum sick days they are eligible to accumulate (see Section 6.4, the Sick Leave provision of the contract), will be provided with their basic and major medical Blue Cross and Blue Shield (or benefit equivalent) insurance coverage beginning their first day of retirement as indicated by the appropriate retirement system, as follows:

1) Retirees who elect to receive one of the options, below, must provide written notice of their election to the Director of Personnel 30 days in advance of their retirement date.

2) Three options will be available:

a) Two adult/family coverage (depending on current coverage) will be provided at no cost for the twelve-month (12) period following the last official day of work;

-or-

b) Two adult/family coverage (depending on current coverage) will be provided at 50% of cost for the twenty-four (24) month period following the last official day of work. The retiree's share of the premium payments will be made quarterly. The first quarterly payment of the retiree's contribution will be pre-paid one month in advance.

(4/18/96)

c) Single persons will be eligible for the premium cost of two adult coverage at the rate in effect in the year of retirement to apply to single coverage for the twenty-four (24) month period following the last official day of work. Any needed retiree share of the premium payments will be made quarterly. The payment of the first quarterly payment of the retiree's contribution will be pre-paid one month in advance.

6.7 Terminal Leave

A retrenched employee shall be entitled to a paid terminal leave of three (3) weeks for each year of employment at Genesee Community College (prorated for fractions of years) to a maximum of eighteen (18) weeks (.075 of final annual salary per year of service for academic year and ten-month (180 work days) unit member; .058 of final annual salary per year of service for twelve-month unit members - (with the .075 rate applicable to all unit members eligible for the maximum 18 week benefit) to be terminated, however, upon the acceptance of full time employment by the retrenched unit member. Such leave shall commence the first day of the academic year next following the year in which the retrenchment occurred. During such leave all fringe benefits shall be maintained.

7.1 Insurance

- a. For the term of this Agreement, the College will provide the Blue Cross 5-6/Blue Shield 50/51 Major Medical \$100 deductible program, or benefit equivalent, for those unit members who qualify under such program. Unit members hired on or after September 1, 1996 will contribute twelve (12) percent of the premium cost of this insurance coverage.

Schedule A

1. Effective September 1, 1996, a returning unit member, employed not later than March 1, 1996, will receive 1.75% plus \$750 base salary increase.
2. Effective September 1, 1997, a returning unit member, employed not later than March 1, 1997, will receive 1.75% plus \$750 base salary increase.
3. Effective September 1, 1998, a returning unit member, employed not later than March 1, 1998, will receive 0.5% plus \$750 base salary increase.
- 4.** Effective September 1, 1999, a returning unit member, employed not later than March 1, 1999, will receive 0.5% plus \$750 base salary increase.

**Optional. The contract extension and salary increase for this optional contract year shall take effect only if both parties agree to the terms of the fourth year in writing by May 1st of the third year of this contract extension. (4/18/96)

This Agreement shall be effective as of September 1, 1999 and remain in effect until the expiration of the 2002-2003 academic year.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in the manner following:

COLLEGE

**The County Legislature of the County
of Genesee**

ASSOCIATION

Genesee Educational Association

By: *Ray W. Trythorn* *R. J. Cole*
Chairman President

The Board of Trustees of Genesee Community College:

By: *Malvin J. Kurland*
Chairman

Genesee Community College

By: *[Signature]*
President

**GENESEE COMMUNITY COLLEGE/GENESEE
EDUCATIONAL ASSOCIATION
CONTRACT EXTENSION PROPOSAL
September 1, 1999 - August 31, 2003**

- 7.1** For the term of this Agreement, the College will provide the Blue Cross5-6/Blue Shield 50-51 Major Medical \$100 deductible program, or benefit equivalent, for those unit members who qualify under such program. Each unit member covered under this contract shall pay twenty-five percent (25%) of the cost of the his/her health insurance coverage in each of the first three (3) years of employment and ten percent (10%) of the cost in the fourth year of employment. Thereafter, the employer shall pay one hundred percent (100%) of the cost of the unit member's health insurance coverage.
- 7.5** Unit members with dual insurance coverage wishing to terminate their health insurance plan with the College, upon submitting sufficient evidence of dual coverage to the Personnel office on signing an appropriate release form, will receive an annual cash settlement from the College as described below. This cash settlement will be paid in two (2) annual installments, one on the last pay period in December, and the other on the last full pay period of the Spring semester.

<u>Contract Year</u>	<u>Settlement for Couples/Family</u>	<u>Settlement for Single</u>
1999-2000	\$1,000	\$500
2000-2001	\$1,250	\$625
2001-2002	\$1,500	\$750
2002-2003	\$2,000	\$1,000

- 9.1** The following constitutes salary ranges within academic rank or titles effective September 1, 1999:

<u>Rank</u>	<u>Minimum</u>	<u>Maximum</u>
Lecturer	\$23,705	\$33,000
Instructor	27,127	37,000
Assistant Professor	31,394	42,600
Associate Professor	32,507	50,800
Professor	36,960	60,600
GCC-6 (TA)	18,370	32,000
GCC-8 (TS)	22,487	43,200
GCC-10 (Director)	32,507	62,200

Effective September 1, 1999, a unit member will have his/her base salary increased by 3% + \$375 increment.

Effective September 1, 2000, a unit member will have his/her base salary increased by 3% + \$375 increment.

Effective September 1, 2001, a unit member will have his/her base salary increased by 3% + \$375 increment.

Effective September 1, 2002, a unit member will have his/her base salary increased by 3% + \$375 increment.

The minimum and maximum salary ranges, effective with September 1, 2000, will increase as indicated above for the applicable year.

- 9.6 Effective with the Fall, 1999 semester, compensation for summer and overload instruction per contact hour shall be five hundred fifteen dollars (\$515) for lecturers, instructors, and assistant professors, and five hundred seventy-five dollars (\$575) for associate and full professors. Effective the Fall, 2002 semester, these rates will be increased by five percent (5%). Retired unit members returning to work will be compensated based on the rank from which they retired.
- 9.10 The amount of professional travel funds per unit member shall be increased to three hundred dollars (\$300) per year effective September 1, 2000, and to three hundred fifty dollars (\$350) effective September 1, 2002. Prior to May 1 of each academic year, a unit member who does not plan to use his/her travel funds may sign a release authorizing that those funds may be used by another member in the same academic area. Funds that have not been requested by a unit member or delegated to other unit members in their academic or budget unit by May 1 may be distributed by the appropriate Vice President to others within their academic or budget unit or to other appropriate budget areas of the College that are in need of additional travel funds. If, prior to May 1, a given academic unit supervisor indicates that his/her respective unit has no need for additional travel funds and that some unit members do not desire to use such funds allocated to them, such unit members may elect to offer these funds for use to a GEA member in another unit -- such transfers must be in writing and signed by the appropriate unit members and Vice Presidents. All travel must be approved in advance by the Dean and the Executive Vice President or Vice President of the area; availability of funds alone does not assure approval for any particular travel request.
- 12.8 During the term of this Agreement, the child(ren) and/or spouse of all unit members will be provided a tuition waiver upon enrollment as a student in the College with the intent to remain a student for the semester in which they enroll. The unit member will also be provided a tuition waiver, on a space available basis (enrollment during the first day of classes or thereafter during the registration period), and such enrollment may not be done for any time period that overlaps the normal working hours of the unit member.

The above waivers are subject to the following limitations: (a) the student must apply for both PELL and TAP; the waiver will cover the difference between PELL and TAP awards and the actual cost of tuition at the College; (b) the waiver is limited to tuition charges only; the student is responsible for all other fee charges that are set by the College; and (c) the student must present a Certificate of Residency at the time of registration or have one on file that covers the period of registration.