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#### **Contract Database Metadata Elements**

Title: **Fulton-Montgomery Community College and Fulmont Association of College Educators (FACE), (2006) (MOA)**

Employer Name: **Fulton-Montgomery Community College**

Union: **Fulmont Association of College Educators (FACE)**

Local:

Effective Date: **09/01/06**

Expiration Date: **08/31/10**

PERB ID Number: **6694**

Unit Size: **N/A**

Number of Pages: **34**

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*AGREEMENT*

*BETWEEN*

*FULTON-MONTGOMERY COMMUNITY COLLEGE*

*AND*

*FULMONT ASSOCIATION OF COLLEGE EDUCATORS*

*September 1, 2006 -- August 31, 2010*

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AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2007  
by and between

FULTON-MONTGOMERY COMMUNITY COLLEGE  
(hereinafter referred to as "Employer"),

and

FULMONT ASSOCIATION OF COLLEGE EDUCATORS  
(hereinafter referred to as "FACE").

ARTICLE I  
REQUIREMENT FOR 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 II  
RECOGNITION

The Employer hereby recognizes FACE as the exclusive representative of the FACE members of the Employer in a unit of all full-time FACE members who hold the rank of Professor, Associate Professor, Assistant Professor, Instructor, Senior Education Support Specialist V, Senior Education Support Specialist IV, Education Support Specialist III, Education Support Specialist II, or Education Support Specialist I and who, in addition, may hold the position titles of Library Director, Associate Librarian, Assistant Librarian, Public Services Librarian, Division Chair, TRiO Upward Bound Counselor, TRiO Learning Services Coordinator, TRiO Transfer Counselor, Coordinator of Financial Aid, Coordinator of Student Activities and Director of the College Union, Director of Advisement, Counseling, and Testing, Counselor, Registrar, Director of Continuing Education and Workforce Development, Workforce Development Specialist, SITC-Technical Education Coordinator, Director of Collaborative Career Learning, Assistant Director of Collaborative Career Learning, Director of Alumni Affairs and Foundation Projects, Education and Career Planning Specialist, Coordinator of Outreach and Retention Services, Coordinator of Specialized Student Services, Coordinator of Accessibility Services, Faculty Learning Center Coordinator, Technician-Science, BRIDGE Career Training Specialist, BRIDGE Case Manager, BRIDGE Career Development/Job Readiness Specialist, Admissions and Enrollment Management Assistant, Learning Center Coordinator, Outreach and Support Representative, Academic Computer Coordinator, IT Infrastructure Administrator, IT Asset Administrator and Application Technologist; Technician-Athletics/HPER, Financial Aid Advisor, and System/Electronic Services Librarian; all after created similar non-managerial or non-confidential titles; and all part-time FACE members teaching credit-bearing courses, and excluding all others. Such recognition shall continue for the maximum period of unchallenged representation allowed by law.

ARTICLE III  
DUES DEDUCTION AND OTHER DEDUCTIONS

- A. The Employer agrees to deduct dues for FACE from the salaries of those FACE members who individually and voluntarily authorize such deductions, in writing. A FACE member may revoke such authorization at any time by filing a written instrument of revocation with the Employer.
- B. Upon receipt of a written request from FACE, the Employer will deduct from the salaries of FACE members who have not authorized dues deductions pursuant to paragraph A hereof, an agency fee equal to FACE dues, in accord with the laws of the State of New York.
- C. The deduction of such dues shall be made in the following manner: Annual, Individual FACE membership dues in an amount certified by FACE shall be deducted in eighteen (18) equal installments, beginning with the first pay period in October. No later than two (2) weeks before the first scheduled pay check for October, FACE shall provide the Employer with a list and with the signed original authorizations of those FACE members who voluntarily authorize FACE dues deductions. Following each pay period in which dues deductions are made, the Employer shall transmit the amount deducted to FACE.
- D. The Employer agrees to continue to deduct FACE member contributions for U.S. Savings Bonds, United Way, Foundation of FMCC, life insurance, designated annuity plans allowed by the IRS, IRS Section 125 pre-tax spending plan, the FACE Scholarship Fund and direct deposit financial institutions. This includes only those plans in which the College participates. The College agrees to explore additional pre-tax benefits opportunities.

ARTICLE IV  
NEGOTIATION PROCEDURES

No later than December 15 of the final year of this Agreement, the parties will enter into good faith negotiations over a successor agreement covering the following year or years.

ARTICLE V  
ACADEMIC FREEDOM

It is the policy of the College to maintain and encourage full freedom, within the law, of inquiry, teaching, and research. This freedom shall include the right to belong to any legal organizations and to promote such organizations, and to hold and make public any way view or opinion involving, but not limited to, social, economic, political, and educational issues. The College also agrees to abide by the Bill of Rights of the Council of the American Library Association as amended January 23, 1996 by the ALA Council.

ARTICLE VI  
RESPONSIBILITY

- A. The major responsibility of a FACE member is to serve the students in the area of instruction, inclusive of the preparation and presentation of course materials and evaluation of student academic performance in those courses and programs to which they are assigned, and/or to perform such duties as are presently outlined in existing job descriptions or as such job descriptions are hereafter amended. Although research and publication are encouraged and may be used in evaluation, if applicable, they should not interfere with the effectiveness of the FACE member in fulfilling his/her obligations to the students. FACE members having outside or part-time employment during the academic year may maintain such activity only with the

understanding that it shall not impair their performance as full-time faculty.

- B. FACE members are expected to attend all regularly scheduled faculty meetings, committee meetings, and all other official College functions and are expected to serve on College committees.
- C. FACE members may be asked to assist in the supervision of student events.
- D. FACE members shall meet their classes promptly, as scheduled and should use the full time allotted for the class period.
- E. Educational Support Specialist I and II who accept teaching responsibilities shall be compensated at the Continuing Education Instructor rate. Educational Support Specialist III, or higher, who have taught for five years shall be compensated at the Continuing Education Assistant Professor rate beginning in their sixth year of instruction.

ARTICLE VII  
PROFESSIONAL WORKSHOPS AND CONFERENCES

- A. Each year, the Employer shall allocate a sum equal to \$393; (\$407, effective 9/1/07; \$421 effective 9/1/08; \$436, effective 9/1/09) multiplied by the number of FACE members in the bargaining unit not on leave, said sum to be utilized for the purpose of FACE member professional development (some examples are: professional workshops, conferences, professional organization dues, professional books, subscriptions to professional journals or coursework within the profession), Each FACE member is entitled to the above sum for such purposes; however, upon the written authorization of another FACE member and approval of the dean, such sum may be transferred from one to another FACE member. Requests for permission to attend such meetings must be submitted to the Dean, if possible, two weeks before the meeting is to convene, giving place and time of meetings, topics to be covered at the meeting, and a summary of expected expenses. In circumstances in which the FACE member attends a meeting as representative or delegate of the College the preceding limitations do not apply.

Verified claims for unreimbursed expenses incurred in connection with attendance at authorized professional workshops and conferences may be made on or prior to August 1 of the fiscal year when the approved function occurred. Reimbursement will be made from the unexpended funds remaining in the faculty travel accounts for the same fiscal year if sufficient and, if insufficient, on a pro rata basis. By May 15 of each year the employer shall provide FACE a statement indicating the fund balance as of April 30 in the Professional Workshops and Conferences account.

- B. When it is necessary for the FACE member to use private transportation to attend an approved function, the FACE member shall receive the higher of the mileage rates of the sponsoring counties per mile for the round-trip distance, calculated via the most direct route from campus to the destination, plus the necessary distance accumulated while attending the event. The FACE member shall also be reimbursed for road and bridge tolls paid along the route.
- C. A FACE member using his/her own vehicle to teach assigned on-load courses/labs at off-campus sites shall be compensated at the rate set forth above for mileage from the College to the off-campus site or from the FACE member's home to the site, whichever be shorter.

ARTICLE VIII  
CONDITIONS OF EMPLOYMENT

- A. Term Appointment: Term appointments shall be for definite, specified periods of time. The service of FACE members having term appointments shall terminate automatically at the end of the term specified.
- B. Continuing Appointment: A continuing appointment (tenure) shall be a full-time appointment to a position as Professor, Associate Professor, Assistant Professor, or Educational Support Specialist II or higher for an indefinite period which, once granted, shall not be affected by changes in such rank and shall continue until terminated in accordance with termination policies. A continuing appointment may be granted after the third year of full-time continuous service with the College, but the period may be extended to a maximum of five (5) years. Each two years served on a grant basis, at maximum, will be counted as one year towards the granting of continuing appointment. Those appointed before 2003 will accumulate a total of 2 years toward continuing appointment as of September 1, 2006.

An Educational Support Specialist with five (5) or more years experience at the College who applies for and is appointed to an instructional position of the rank of Assistant Professor or above shall be granted a term appointment and may become eligible for a continuing appointment after a minimum of two (2) and maximum of three (3) consecutive term appointments. If not granted a continuing appointment the individual may elect to return to the Educational Support Specialist rank and position previously held.

- C. Non-Teaching Professionals: Non-teaching bargaining unit FACE members are considered members of the faculty for purposes of rank, promotion, tenure and other rights, privileges, and responsibilities and shall:
1. Serve a nine (9) month contract, not to exceed a total of 39 full weeks over a fiscal year;
  2. Receive a minimum period of 3 consecutive weeks to be provided as a vacation time during the period July 1 through August 31, except by mutual agreement between the FACE members and the employer;
  3. Will receive Thanksgiving, Christmas, Easter Recess, and approved one-day holidays as indicated in the College calendar;
  4. Will work as required during the intersession/winter term period;
  5. Decisions regarding services of Non-Teaching Professionals during the fiscal year shall be determined by the respective Dean and, where applicable, the immediate supervisor, after discussion with the individual FACE member.
- D. Part-time FACE members:
1. No less than sixty-five percent (65%) of all credit hours taught in the fall or spring semesters shall be taught by full-time FACE members. This restriction shall not apply to the summer and winter terms. Furthermore, credit hours taught as part of the "College in the High School Program" shall be excluded from the sixty-five percent (65%) computation.



2. (a) Part-time FACE members teaching nine (9) hours or less shall be compensated at the appropriate level for Continuing Education salary or higher and shall be available to students.
- (b) Part-time FACE members teaching ten (10) to eleven (11) hours shall be compensated at a prorated salary based upon placement at the appropriate rank and salary of a full-time FACE member.
- (c) Part-time FACE members teaching ten (10) to eleven (11) hours are expected to attend division and faculty meetings, as their teaching schedule allows.
- (d) A FACE member teaching twelve (12) or more hours shall be considered a full-time FACE member.

E. Existing FACE members will not be terminated in the event of the Employer's contracting out work previously performed by FACE members in the bargaining unit.

F. Termination

1. (a) Term FACE members: The non-renewal of a term appointment shall not be subject to the grievance procedure herein.
- (b) Denial of a continuing appointment after five (5) consecutive years of term appointments shall be subject to the grievance procedure hereunder and shall be initiated at Stage Two thereof.
2. Continuing Appointment FACE members: The service of a FACE member on continuing appointment may be terminated for cause by written notice from the Employer. The notice from the Employer must be given early enough so that grievance procedures can be filed under Section "Grievance Procedures for Dismissal."
3. Voluntary Termination: Any FACE member desiring to terminate his/her services shall file written notice thereof with the President at least sixty (60) days prior to the effective date thereof.
4. Retrenchment (Layoff): When reducing the full-time staff the Employer will give those FACE members on continuing appointment who are to be affected notice thereof by March 1, prior to the effective date of layoff. Layoffs shall be made within service or program in inverse order of date of original Board of Trustees appointment to the College.

Part-time FACE members shall be terminated before full-time FACE members and term appointments shall be terminated before FACE members on continuing appointment in the program or service affected.

If two (2) persons have the same date of original appointment then rank shall be determinative, and if of the same rank, then date of letter of acceptance of original Board of Trustees appointment shall be determinative of their respective seniority.

In the event a vacancy exists in other academic areas at the time of layoff, affected FACE members qualified in such other academic areas shall be given priority consideration for employment in such areas.

Laid-off FACE members on continuing appointment shall, for a period of three (3) years, have a right to be reinstated/recalled in inverse order of his/her layoff to a vacancy for which he/she is qualified. During this period the former position of a laid-off FACE member will not be filled by a replacement unless the FACE member has been offered reappointment to the same or an equivalent position and has declined. Notice of reinstatement/recall to subsequent position vacancies shall be by written notice. Such notice shall be by Registered or Certified Mail (Return Receipt) addressed to the last address filed in the Office of the President by the FACE member. If a FACE member fails to notify the Office of the President, in writing, within one (1) week of receipt of notice of reinstatement/recall indicating acceptance thereof (or within two (2) weeks of mailing thereof), the FACE member shall be deemed to have refused reinstatement/recall and the Employer shall have no further employment obligation to him/her. The letter to the FACE member shall state the above time limits.

5. No retrenchment of bargaining unit members on continuing appointment shall occur within the service or program to which an administrator returns during the academic year of such return.

G. Office Assignment: Assignment and reassignment of faculty offices shall be the responsibility of the Provost and Vice President for Academic Affairs in consultation with FACE. All requests for changes in office assignments shall be made in writing to the Provost and Vice President for Academic Affairs. Excluding offices of non-teaching professionals, FACE members as of September 1, 1989 shall retain their current offices unless they request a change in writing to the Provost and Vice President for Academic Affairs. Rights to faculty offices terminate when the FACE member's employment ceases. The office of a bargaining unit member who is granted a sabbatical leave or extended leave without pay may be made available by the Provost and Vice President for Academic Affairs for the period of the leave.

H. Office Hours:

1. Full-time teaching FACE members shall maintain at least five (5) posted office hours per week for student consultation. Such hours shall be in addition to scheduled classes.
2. Part-time teaching FACE members shall maintain at least one posted office hour per week for student consultation.
3. Part-time FACE members teaching ten (10) to eleven (11) hours shall maintain three (3) office hours per week.
4. Additional appointment may be made when convenient for the student and FACE member.

I. Full-time FACE members whose major responsibility is instruction serve the contract period beginning September 1st and ending on Commencement Day. The total length of this period shall not exceed 41 weeks except as specified in Article VIII-C. Requests for permission to be absent during the period must be made in writing to and approved by the respective Dean.

- J. The regular salary of each full-time FACE member shall be paid on a bi-weekly basis beginning no later than the second Wednesday in September.

The FACE member, upon written notice two (2) weeks prior to the first pay period, shall have the option of receiving [1] twenty (20) payments; [2] twenty-six (26) payments; or [3] twenty-six (26) payments, the last six payments with the twentieth pay. FACE members shall receive the form for this option with the last paycheck prior to Commencement. FACE members who do not return the option form by the above deadline shall receive their salary in the same manner as the previous year.

- K. Notice--Appointments, Reappointments and Changes in Status:

The Employer shall notify all term FACE members, in writing, as soon as possible but not later than April 1, of their appointments, reappointments, promotions, changes in status or other changes in the terms or conditions of their position. All FACE members must respond, in writing, to the above notification within two (2) weeks. The Employer shall notify all FACE members on continuing contract, in writing, as soon as possible but not later than February 1, of promotions, changes in status, or other changes in terms or conditions of their position.

- L. Summer Responsibilities: The Employer shall notify FACE members of appointment for non-teaching activities during the following summer by April 15. The FACE member shall respond no later than April 20.
- M. For the duration of the Agreement, the Employer will provide secretarial services.
- N. Teaching during intersession/winter term shall constitute Continuing Education employment.
- O. FACE members whose major responsibility is instruction may be required to attend professional activities during five weekdays prior to the first day of classes in the second semester.
- P. Prior written consent of the FACE member and the appropriate Dean is required in all instances of administration initiated transfer of assignment outside the FACE member's traditional area of specialty or preparation.

ARTICLE IX  
FACULTY EVALUATION

- A. The Employer will, as a minimum, evaluate the performance of FACE members as follows:
  - 1. Those on Term appointment, on an annual basis;
  - 2. Those on Continuing appointment, at the discretion of the Employer; and
  - 3. Those requesting evaluation for promotion, in accordance with the terms specified in Article X.
- B. A written evaluation will be transmitted to each individual, at the discretion of the Employer or at the request of the FACE member, no later than December 15 for probationary and promotional

applicant FACE members and January 15 for all other FACE members.

C. FACE members whose responsibility is in teaching will be evaluated in the following areas:

1. Effective teaching;
2. Service to the College;
3. Professional growth;
4. Contributions to the community.

Non-Teaching Professionals will be evaluated in the following areas:

1. Effective performance of the duties as outlined in their respective job descriptions;
2. Service to the College
3. Professional Growth
4. Contributions to the community.

D. Effective Teaching as demonstrated by:

1. Detailed course outlines;
2. Written statement of criteria used to evaluate students;
3. A standardized student evaluation survey, selected by the Employer, such as the Student Instructional Report (SIR) produced by the Educational Testing Service (ETS), Princeton, New Jersey. This raw data is to be submitted to the publisher for scoring and the reporting of relevant available statistical information.

Additionally, the College will score and report institutional norms as follows:

- a. by Instructor
- b. by Division
- c. by Class Size
- d. by Course
- e. College-wide.

Upon request, reports will be made available to each member of the faculty regarding his/her personal scores.

4. Classroom observation forms;
5. FACE member developed teaching materials;
6. Other instruments mutually agreed upon by the Employer and FACE.

NTP - Effective performance of their duties as outlined in their respective job descriptions.

E. Service to the College as demonstrated by:

1. Fostering College objectives through participation in curricular research, development, review, and modification of programs of instruction, and/or service;
2. Serving as a resource person in an area of specialty through advisory activity with the

Employer, committee work, community service, and in professional and disciplinary groups.

3. Providing student services such as advising and supervision of student activities.

F. Professional growth as determined by:

Continued development through professional readings, formal or informal education and training, membership in professional organizations, participating in discussions and other activities to keep abreast of disciplinary developments.

G. Community Service as demonstrated by but not limited to: Participation in local affairs, membership in local groups, and support of community activities.

H. Evaluation Procedures:

1. Upon request, detailed course outlines for each new course and changes in existing courses must be submitted to the appropriate Dean.
2. The Employer will observe each teaching professional and confer with each non-teaching professional in compliance with 1, 2, and 3 contained in Section A of this Article. The Employer will notify the FACE member in advance of the classroom visitation. A copy of the check list portion of the observation form will be delivered to the FACE member at the conclusion of the observation and the detailed copy (if any) of the observation form will be given to the FACE member within five (5) working days of the observation. A follow-up conference may be requested by the evaluator or the FACE member to discuss the details of the evaluation.
3. On or before the submission of final grades, each teaching FACE member shall file, with the appropriate Dean, a statement of the techniques used to evaluate student performance. Attached to the statement shall be copies of exams and other methods used to evaluate student performance.

ARTICLE X  
PROMOTION PROCEDURES

A. Rank Promotions shall be at the sole discretion of the Employer. The Employer will apply the following criteria in promotion decisions:

1. Effective teaching and/or efficient performance of job duties as demonstrated by, but not limited to the following: Employer, peer, and student evaluations, innovative teaching methods, development of new courses, consistency of service available to the College.
2. Services to the College as demonstrated by, but not limited to the following:
  - a. Committee work;
  - b. Contributions to the objectives of the College, such as:

- i. Curricular review and revision;
    - ii. Judgment of peers, etc.
  - 3. Professional growth as demonstrated by, but not limited to the following:
    - a. Continued course work;
    - b. Advanced degrees and professional training;
    - c. Membership in and involvement in leadership roles of professional organizations, etc.
  - 4. Community Service as demonstrated by, but not limited to: participation in local affairs, membership in local groups, and support of community activities.
- B. Prior to November 15 a FACE member may request that he/she be evaluated on the above criteria and be considered for a promotion by the appropriate Dean. The FACE member who so requests will be provided with a written evaluation to supplement or supplant his/her annual evaluation. Upon request, a FACE member whose promotion has been denied shall be given a written explanation stating the reasons for rejection.

A follow-up conference may be requested by the FACE member or the evaluator to discuss the details of the promotion evaluation.

#### ARTICLE XI LEAVES OF ABSENCE

- A. Each FACE member covered by this Agreement will earn sick leave at the rate of one-and-one-half (1-1/2) days sick leave per month of employment in which the FACE member works ten (10) or more days to a maximum of twelve (12) days sick leave per (September 1-August 31) year. Unused sick leave shall be cumulative to a maximum of two hundred (200) days.
- B. When FACE member will be absent because of sickness, he/she should get information of the absence to the College switchboard operator as soon as possible.
- C. There shall exist a Sick Leave Bank administered by FACE subject to such regulation as FACE may initiate and as set forth on Schedule C hereto annexed. Matters relating to the Sick Leave Bank administration or benefit entitlement thereunder shall not be grievable.
- D. Personal Leave: Each FACE member will receive three (3) personal leave days per contract year. Notification for use of personal leave shall be made at least 48 hours in advance in writing to the appropriate Dean except in cases of unforeseen emergency. These days are not cumulative. Unused personal days will be added to accumulated sick leave.
- E. Bereavement Leave: Each FACE member is entitled to three (3) consecutive days of leave in the event of death in his/her immediate family. Such days are not considered sick or personal leave days, nor are they cumulative from year to year in any form.
- F. Maternity and Child Rearing Leave: The President may grant leave without pay for maternity and child care purposes. This leave benefit, extended to adoptive parents as well as natural parents, is authorized for a maximum of one (1) year.

Leave without pay for childcare is granted to either parent on request to the President. If both parents are FACE members, leave may be split in two separate blocks of leave but not to exceed a combined one (1) year maximum and the two leaves may not be concurrent.

Leave for natural parents may begin from the date of delivery; for adoptive parents, leave computation may begin the date the child is placed in the home up to the effective date of adoption.

A pregnant FACE member is urged to report the existence of pregnancy to her supervisor as early in the pregnancy as convenient to enable the College to secure a replacement.

A pregnant FACE member who becomes medically disabled due to pregnancy may be required to submit medical evidence every four weeks relating to fitness to perform her duties.

G. Jury Duty: Any member of the unit scheduled for jury duty shall be excused from class attendance and other duties for such appearance and duty with pay less compensation received for jury duty. Upon return to work, the FACE member shall submit proof of jury attendance to the College.

H. Sabbatical Leave: All full-time FACE members covered by this Agreement with six (6) years continuous service with the College are eligible for sabbatical leave for educational study, research and/or travel. The sabbatical leave may be for one school year or one semester. All applications for sabbatical leave together with recommendations as hereinafter provided must be submitted to the Employer no later than eight (8) months prior to the beginning of said leave. The number of FACE members on sabbatical leave in any academic year will be limited to ten (10) per cent of the members of the bargaining unit, subject to the provision that no more than three (3) additional FACE members be utilized to provide professional services in replacement for the FACE members on sabbatical leave, except in the case of a year where retrenchment of tenured faculty takes effect. In a retrenchment year the number of sabbaticals will be limited to twelve (12) per cent of the members of the bargaining unit based on the year in which retrenchment was announced and tenured FACE members who are retrenched would be allowed sabbatical leave without regard to years of service, years since the last sabbatical, or further commitment to the College. Retrenched tenured FACE members choosing to utilize the above sabbatical option must request the sabbatical leave prior to April 1 of the contract year when the retrenchment notice was given. Such FACE members would receive a sabbatical leave before any returning FACE member who had applied. A FACE member on sabbatical leave will receive half pay for a full academic year or full pay for leave for one academic semester. FACE members granted sabbatical leave will be eligible for another sabbatical leave following an additional six (6) years of service.

Recommendations for said leaves in order of merit shall be made to the Employer by FACE. FACE members granted sabbatical leaves are expected to return to Fulton-Montgomery Community College upon expiration for at least one (1) year. In the event that a FACE member does not return to Fulton-Montgomery Community College for a one (1) year period after the expiration of his/her sabbatical leave, he/she shall reimburse the College with the full amount of money paid to him/her as salary during his/her leave.

The period of sabbatical leave shall be credited as continuous service for retirement. All fringe benefits such as retirement, insurance, and the like shall continue during the said leave. A FACE member returning from said leave shall have all rights, rank, and privileges upon return. Any FACE member who hereafter leaves the bargaining unit to assume a non-bargaining unit position,

shall retain but not accumulate years of service for purposes of Sabbatical Leave.

- I. FACE Member Status While On Leave: A FACE member on unpaid leave shall retain, but not accumulate, additional time toward continuing appointment or sabbatical leave. In addition, the FACE member on return from leave, shall have restored all other privileges enjoyed at the inception of such leave.

ARTICLE XII  
MISCELLANEOUS

- A. This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
- B. Any individual arrangement, agreement, or contract between the Board and an individual, heretofore executed, shall be subject to and consistent with the terms hereof. If an individual arrangement, agreement, or contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.
- C. The parties have had the opportunity and have presented all matters of concern in negotiations and have negotiated and incorporated the same herein. During the term hereof, neither party shall be required to negotiate any subject matter of any nature whether or not contained or referred to herein.
- D. Faculty Personnel Records
  - 1. A FACE member or his/her designee with written authorization may inspect anything in his/her personnel file upon request.
  - 2. The personnel files kept in the office of the President shall be the official personnel records, except for payroll records, containing all materials relating to performance of professional duties, promotion appointment and retention.
  - 3. Prior to the placement of evaluative material which pertains to the performance of his/her duties in the FACE member's personnel file, the FACE member must be given notification and the opportunity to read the contents and to attach any comments or supplementary material he/she may so desire.
  - 4. The FACE member may add material to his/her file.
- E. Tuition Waivers: FACE member and dependents (husband, wife, and children) are to be granted tuition free entrance for credit, non-credit, or audit to any courses offered by the College, subject to all regular conditions for offering any courses assigned an official FMCC number by the College, subject to all regular conditions for offering any course. FACE member tuition waivers will be available only to the items identified as tuition by the College. Dependents of those continuing appointment FACE members who die or are disabled while in the employ of the College shall, for a period of ten (10) academic years following death or disablement, be granted the foregoing tuition-free benefit.
- F. Parking Facilities: Parking spaces equal in number to the FACE members covered by this



Agreement shall be set aside for FACE member parking. Excepting parking spaces reserved for the handicapped, the spaces shall be located closest to the buildings wherein the FACE members work. All FACE members shall be provided, and must display, decals to distinguish their cars from others.

- G. Access to Buildings: FACE members shall have access to those buildings on campus in which they have individual responsibility between 7:00 am. and 10:00 p.m. on days when the College is in session. On days when the College is not in session, FACE members must notify Security of their arrival and departure.
- H. Savings Clause: If any provision of this Agreement or any application of the Agreement to any FACE member(s) shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- I. No member of the professional staff shall be required to be on campus when classes are officially cancelled due to inclement weather.
- J. Assignment to teach at off-campus sites shall be made (1) on a voluntary basis; thereafter (2) on an inverse order of seniority basis.
- K. Military Leave. The parties agree that bargaining unit members shall be entitled to military leave as required by Section 242 of the Military Law.
- L. Subject to the provisions of Article VIII (F)(2), (4) and (5) and XI (F) and (H), which may cause a temporary reduction in total number of teaching faculty, the College agrees that the number of full-time teaching positions will not be less than fifty-three (53).

### ARTICLE XIII INSURANCE/RETIREMENT

- A. The employer agrees to maintain in full force and effect during the term of this Agreement, the existing life and liability insurance coverage with life coverage at two times the annual compensation level.
- B. The Employer agrees to maintain in full force and effect through August 31, 2010, health insurance with beneficial provisions no lesser than those presently existing for FACE members and dependents. The full premium cost for FACE member and dependents shall be paid by the Employer consistent with paragraph C, below. The Employer shall consult with FACE prior to changing insurance carriers. Effective September 1, 2005, the following health insurance shall be offered:
  - Blue Shield of Northeastern New York PPO with \$20.00 office visit co-pay and \$10/\$20/\$40 drug card.
  - MVP with \$20.00 office visit and \$5/\$20 drug card.
  - Community Blue with \$20.00 office visit and \$5/\$20/\$40 drug card.

- C. FACE members employed as of and after September 1, 1983, shall contribute twenty-five percent (25%) of the cost of all insurance coverage until tenure, whereupon the Employer shall pay the full premium cost.
- D. The College and FACE agree to establish a Health Insurance Committee to attempt to develop recommendations which will assist the College to control health care costs. The College shall employ a consultant to assist the parties. Any proposed changes in the existing health insurance program must be ratified by FACE. The College may reopen negotiations regarding health insurance issues on or after August 31, 2005.
- E. Health Insurance Buyout: Effective September 1, 2005, FACE members who are covered by health insurance from another source and who elect not to receive health insurance offered by the College shall receive \$1,250.00 for electing not to receive an individual plan and \$2,500.00 for electing not to receive a family plan. This provision shall be implemented and maintained only after there are 13 bargaining unit members who elect not to receive health insurance. FACE members whose status change during the course of a year and who are no longer eligible for health insurance from another source shall be permitted to receive health insurance and shall receive a pro rated health insurance buyout. When both spouses are employed by the College, this benefit will not be available except to those who received this benefit prior to September 1, 2007.
- F. Early Retirement: FACE members may, at their option, elect early retirement effective August 31, 2008 or August 31, 2010 upon [1] reaching fifty-five (55) years of age, or [2] upon attainment of ten (10) or more years of full-time service, in either instance upon the following terms and conditions:

- 1. Unless waived by the Employer, irrevocable notice of early retirement in writing subscribed by the retiring FACE member must be given by the 31st day of December (2007) by those FACE members electing early retirement as of August 31, 2008 and by the 15<sup>th</sup> day of October (2009) by those FACE members electing early retirement as of August 31, 2010.
- 2. Early retirement compensation shall be based on accumulated sick leave and years of continuous full-time service as of the early retirement date and shall be payable no later than the month of January following retirement.
- 3. Accumulated sick leave shall be payable in accord with the following schedule:

<u>Days</u>	<u>Rate</u>	<u>Maximum</u>
1 -50	\$10	\$500
51 -100	20	2,000
101 -150	30	4,500
151 -180	40	7,200
181 -200	50	10,000

- 4. Years of continuous full-time service (September 1 - August 31) shall be payable at the rate of Three Hundred Dollars (\$300) per year.
- 5. In addition to compensation for accumulated sick leave and years of full-time service, FACE members with ten (10) or more years of continuous full-time

service shall receive up to one-half their base salary immediately prior to retirement to a maximum early retirement compensation benefit (inclusive of sick leave, years of service and salary) of \$20,000; FACE members with twenty (20) or more years of continuous full-time service shall receive such benefit to a maximum of \$40,000. Employees who, as of August 31 of a year subsequent to 2007, will become fifty-five (55) years of age or who will have accumulated ten (10) years of service and who have given timely notice of early retirement shall retire as of such August 31 and will be compensated at one hundred percent (100%) of the early retirement incentive herein provided.

6. The College will budget up to \$160,000 for Early Retirement.
7. The number of FACE members eligible for early retirement each year of this Agreement shall be limited to that number of qualified applicants whose total early retirement incentive compensation do not exceed \$160,000.
8. In the event that a FACE member who is qualified to receive the early retirement incentive is denied the full benefit due to the total early retirement requests exceeding one hundred and sixty thousand dollars (\$160,000), that member will be allowed to revoke their application for retirement.
9. Continuous full-time service includes all years (September 1 – August 31) that an individual was employed at the College. Leaves such as sabbatical, medical, maternity or Family Medical Leave Act (FMLA) will not constitute a discontinuity of service.
10. The date and time for each FACE member applying for Early Retirement incentive shall be recorded. In the event that early retirement incentive requests exceed one hundred and sixty thousand dollars (\$160,000.00), the incentive will be granted in order of time of application.

It is understood that the total amount of Early Retirement compensation for each retirement date will not exceed \$160,000.00.

11. A committee consisting of the President of Fulton-Montgomery Community College, Chairman of the Fulton-Montgomery Community College Board of Trustees, President of Fulmont Association of College Educators (FACE) and the Vice President of FACE will exist for the purpose of resolving questions of benefit entitlement and ranking conflicts and such other issues as may arise in the implementation of the early retirement incentive provisions. The decisions of the committee are final and binding.
12. The Early Retirement option terminates August 31, 2010.

G. **Benefit to Spouse:** When both spouses are employees of the College, the following three options are available: (1) two single policies; (2) one two-person policy; or (3) one family policy. Payment will be made in accordance with the provisions of this Article. The policy must be issued to a member of the FACE bargaining unit.

ARTICLE XIV  
GRIEVANCE PROCEDURE

The Grievance Procedure shall be as set forth in Schedule "B" hereto annexed and by this reference incorporated herein.

ARTICLE XV  
FACE AND MEMBER RIGHTS

- A. FACE shall have the right to a reasonable use of College facilities for meeting purposes and office equipment and supplies, the latter on a cost reimbursement basis.
- B. FACE shall be permitted an outside telephone line on the College premises, the costs related to which shall be borne by FACE.
- C. FACE shall have the right to post notices of its activities and matters of FACE concern on College bulletin boards. FACE also shall have the right to utilize the intra-campus mail service to distribute its communications.
- D. The Third Thursday of every month (Fall) and the Third Tuesday of every month (Spring) from 12:30 to 2:00 p.m. (or an equivalent block of hours) shall be reserved for a FACE meeting.
- E. A room shall be reserved for exclusive use as a FACE member and staff lounge. The lounge shall be outfitted with furniture and appliances as currently provided by the College in Room C-205
- F. The President of FACE or his/her designee shall be invited to attend all Board meetings. The President of FACE shall receive a copy of the Board Agenda and Minutes.
- G. The President of FACE or his/her designee shall annually be provided three (3) days for the purpose of attending union affairs. He/She shall be responsible to assure that his/her professional responsibilities shall be covered on said leave days.
- H. Within thirty days after all parties have signed the agreement, sufficient copies of this Agreement shall be produced by the Employer and furnished to FACE to assure distribution to all FACE members covered by this Agreement.
- I. The President of FACE shall receive a reduced teaching load of three (3) credit hours per semester or, in the event of a non-teaching professional, the equivalent thereof.

ARTICLE XVI  
FACULTY LOADS AND CLASS SCHEDULES

- A. The College calendar shall be developed by the Employer after consultation with the Association.
- B. Excluding those courses offered in Continuing Education, on-campus courses will be conducted between the hours of eight (8) o'clock a.m. and five (5) o'clock p.m. Exceptions to 8-5 schedule:

Nursing and Restaurant Management Labs may be scheduled to commence at seven (7) o'clock a.m.; Technology Labs may be scheduled to conclude after five (5) o'clock p.m.

- C. A FACE member may be assigned no more than sixteen (16) contact hours per week, unless more than half of the contact hours per week are laboratory hours or physical education activity courses in which case the maximum will be seventeen (17) contact hours per week. Any hours in excess of this will be considered an overload and will be compensated at the appropriate continuing education rate for each hour in excess of either 16 or 17 contact hours as indicated above.
- D. A FACE member's load will be determined by considering the number of contact hours per week which require distinct preparation, identified by having different course numbers, and by the number of weighted student contact hours determined by multiplying the student contact hours by 1 in a lecture course and by 2/3 for a laboratory period, or by 2/3 for certain courses listed in paragraph E below. An overload will occur where the number of weighted student contact hours exceeds the maximum in the following chart and will be compensated at \$19.17 as of 9/1/06, at \$19.84 as of 9/1/07, at \$20.54 as of 9/1/08, and at \$21.26 as of 9/1/09, per weighted student contact hour for the first 50 which exceed the maximum and at \$21.91 as of 9/1/06, at \$22.68 as of 9/1/07; at \$23.47 as of 9/1/08; at \$24.29 as of 9/1/09 for those in excess of 50. Student contact overloads must be approved by the appropriate Dean, and shall be computed based on enrollment on the census date for each semester as defined by and in compliance with regulations of New York State Audit & Control.

E.	<u>Hours of Different Classes per Week</u>	<u>Maximum Weighted Student Contact Hours</u>
	9 or fewer	425
	10-12	375
	13-14	325
	15 or more	275

Classes having a 2/3 weighted factor: All classes designated as Laboratory, Physical Education activity courses, and Recitations.

1. A FACE member who is assigned a section as an overload will be paid for such assignment at the appropriate extension rate. The weighted student contact hours generated by the overload section will not be used to compute weighted student contact hours or weighted student contact hour overload.
2. The course that constitutes the overload shall be the one assigned to the FACE member at the time of receipt of the preliminary schedule or, if not applicable, the one assigned subsequent to the preliminary schedule.
3. Any FACE member having a reduced contact hour load due to academic advisement, will have his/her maximum student contact hour load reduced by a proportionate amount (1/5 for academic faculty advisors each semester).
4. FACE members teaching laboratories on overload will be compensated on a one-for-one basis.
5. FACE members serving as mentors in the FMCC courses in the high schools will be compensated at the continuing education rate for 1/2 x the credit hours for each different

course and 1/4 x the credit hours for multiple sections. This will not limit the number of course overloads that a FACE member may request. This subsection will expire on August 31, 2008.

In conjunction with the expiration of Article XVI (E)(5) above, the College will establish a new position to be known as Division Chair, subject to impact bargaining with FACE. Included within the duties of a Division Chair will be the oversight, monitoring, evaluating, observing, mentoring and reviewing the quality of instruction given by both the teachers in the “College in the High School” program and adjunct faculty at the College. Division Chairs will not supervise other full-time FACE members. This position will be in place as of September 1, 2008.

6. FACE members developing distance learning courses will be compensated at the continuing education rate for that course. FACE members teaching a distance learning course for the first time will be compensated at the continuing education rate for that course, plus one additional hour.

7. FACE members assuming other overload assignments will be compensated as follows:

BRIDGE Leadership (Fall, Spring Summer)	4 Contact Hours
NSF Related Activity	1 Contact Hour
Chem. Hygiene Officer	3 Contact Hours
Academic Alliance Leadership	3 Contact Hours
LCDSS Coordination	4 Contact Hours
Art Gallery Leadership	3 Contact Hours
Technology Leadership	3 Contact Hours
Nursing Leadership	5 Contact Hours
Tech. Prep. Academy Summer Per Diem	2.5 Days
Athletic Department Leadership	Fall – 5 Contact Hours Winter – 1 Contact Hour Spring – 3 Contact Hours Summer – 1 Contact Hour
PE Leadership (Fall & Spring)	3 Contact Hours
PE Leadership (Winter & Summer)	1 Contact Hour
BRIDGE Assistant Leadership (Fall, Spring, Summer)	1 Contact Hour
Radiologic Technology Leadership	3 Contact Hours

8. For the following leadership contracts with responsibilities dependent on student numbers, 1 additional credit hour for compensation will be awarded for each 10 students over 30 in the program: Radiologic Technology.

F. Except in instances of available individuals with exceptional qualifications, qualified full-time FACE members shall be provided the first opportunity on a seniority basis to select one Continuing Education course within his/her discipline per semester for additional compensation. Courses exceeding one course per semester shall be a mutual agreement.

G. When a FACE member is absent for an extended period of time (more than one week), a qualified FACE member may take over the responsibilities of the absent FACE member and will be compensated at a rate equal to the Continuing Education salary schedule for the total amount of

time that the responsibilities were covered.

- H. Administrators shall be permitted to teach credit-bearing courses; however, such instruction shall not cause termination of unit FACE members.
- I. Teaching faculty may be assigned to teach at night under the following conditions:
  - 1. A FACE member assigned to a course involving a lecture with a laboratory as part of the same course may be assigned to teach two nights per week.
  - 2. A FACE member assigned to teach either a lecture course or a laboratory without a lecture may be assigned to teach one night a week.
  - 3. A teaching FACE member shall not be assigned a course on load at night for three (3) consecutive semesters.
  - 4. If a FACE member is assigned to a course after 6:00 p.m., then that FACE member shall not be assigned a course before 9:00 a.m. the following morning unless that FACE member agrees.
  - 5. Night assignment shall be distributed among faculty qualified to teach said assignments.
  - 6. On load at night assignments shall not be used for punitive purposes.
  - 7. Course assignments in the evening must be scheduled thirty (30) days prior to the first day of class unless that FACE member is scheduled to teach that course that semester.

ARTICLE XVII  
SALARIES

Matters relating to annual salaries and matters of economic benefit shall be as set forth on Schedule A hereto annexed.

ARTICLE XVIII  
DURATION OF AGREEMENT

This contract shall be effective as of September 1, 2006 and shall continue in effect through August 31, 2010.

By mutual consent the parties to the Agreement may discuss and negotiate items which arise during the life of this Agreement. Negotiations concerning such proposed amendments shall proceed in accordance with the provisions of Article IV of this Agreement. Amendments resulting from such negotiations shall take effect when approved by the appropriate parties, or at such other time as may be mutually agreeable to the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives in the manner following as of the day and date first written above.

FACE:

FULTON-MONTGOMERY COMMUNITY  
COLLEGE:

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President

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President



## SCHEDULE A

### Salary Increases and Ranges

#### 1. Increases.

Effective 9/1/06, the 2006-07 base annual salary of returning bargaining unit members shall be increased by 3.25%.

Effective 9/1/07, the 2007-08 base annual salary of returning bargaining unit members shall be increased by 3.50%.

Effective 9/01/08, the 2008-09 base annual salary of returning bargaining unit members shall be increased by 3.50%.

Effective 9/01/09, the 2009-10 base annual salary of returning bargaining unit members shall be increased by 3.50%.

#### 2. Ranges.

The salary ranges shall be increased by the base annual salary increases for each year of the Agreement.

<u>Rank/Title</u>	<u>2006-07</u>		<u>2007-08</u>		<u>2008-09</u>		<u>2009-10</u>	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
Ed. Support Specialist I	30,523	41,842	31,591	43,306	32,697	44,822	33,841	46,391
Ed. Support Specialist II	34,302	46,762	35,503	48,399	36,746	50,093	38,032	51,846
Ed. Support Specialist III	41,416	54,727	42,866	56,642	44,366	58,624	45,919	60,676
Ed. Support Specialist IV	48,132	65,907	49,817	68,214	51,561	70,601	53,366	73,072
Ed. Support Specialist V	56,677	74,835	58,661	77,454	60,714	80,165	62,839	82,971
Instructor	41,416	54,727	42,866	56,642	44,366	58,624	45,919	60,676
Assist. Prof.	48,132	65,907	49,817	68,214	51,561	70,601	53,366	73,072
Assoc. Prof.	56,677	74,835	58,661	77,454	60,714	80,165	62,839	82,971
Professor	64,446	82,907	66,702	85,809	69,037	88,812	71,453	91,920

3. When it becomes necessary to contract services of FACE members covered by this Agreement, before or beyond the limits of the Agreement, said FACE members will be compensated at a per diem rate of 1/205 of the FACE member's annual salary.

4. Promotions (effective September 1, 1994).

a. Promotions will not, under any circumstances be considered automatic.

b. A FACE member promoted to a higher rank whose current salary is below the minimum of the higher rank, shall be moved to the minimum of the higher rank and then receive the negotiated increase for the higher rank. A FACE member promoted to a higher rank with

a current salary above the minimum salary for the new rank shall receive the negotiated increase for the current salary.

- c. A FACE member promoted shall receive the negotiated increase of the higher rank plus the sum of Eight Hundred Dollars (\$800.00) and shall in each of the four (4) years thereafter receive additional sums of Eight Hundred Dollars (\$800.00). The promotional stipend shall be added to the base salary.

5. Continuing Education Salary Schedule

Salary Per Contact Hour:

	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
Instructor	\$677	\$701	\$726	\$751
Assist. Professor	\$705	\$730	\$756	\$782
Assoc. Professor	\$724	\$749	\$775	\$802
Professor	\$758	\$785	\$812	\$840

6. Coaching Salaries

An index based on the amount of time and responsibility required of each coach, per season, is listed below:

Soccer	6	Softball	6
Basketball	8.5	Volleyball	6
Trainer	9	Baseball	6
Director of Athletics	10.5*		

\* Plus 25% release time for Fall and Spring Semesters.

The salary for each coach will be the product of the Index and the Instructor rate for continuing education.

The salary of assistant coaches shall be one-half of the Index of the coach times the appropriate Instructor's rate for continuing education. The employer is responsible for the assignment of coaches and their assistants.

- 7. At such times as FACE shall institute a contributory optical/dental program for its membership, the Employer will provide premium payroll deduction for those participating FACE members upon receipt of the FACE member's written authorization.

## SCHEDULE B

### GRIEVANCE PROCEDURE

#### Section I. Declaration of Purpose

It is the purposes of this procedure to secure, at the lowest possible administration level, equitable solutions to alleged grievances of FACE members through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the parties above named are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

#### Section II. Definitions

- A. A Grievance is an allegation by a FACE member covered by this Agreement, that there has been a breach, misinterpretation, or improper application of the terms of this Agreement, an arbitrary or discriminatory application of, or a failure to act pursuant to, the by-laws and written policies of the Board related to the terms and conditions of employment.
- B. The term supervisor shall mean any immediate superior or other administrative or supervisory officer responsible for the area in which alleged grievances arise except for the Chief Executive Officer.
- C. The Chief Executive Officer is the President of the College.
- D. FACE shall mean Fulmont Association of College Educators.
- E. Aggrieved Party shall mean FACE and/or any persons or group of persons in the negotiating unit filing a grievance.
- F. Party-in-Interest shall mean FACE and any party named in a grievance who is not the aggrieved party.
- G. Grievance Committee is the committee created and constituted by FACE.
- H. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

#### Section III - Procedures

- A. All grievances shall include the name and position of the aggrieved party and a brief statement of the nature of the grievance and the redress sought by the aggrieved party.
- B. Except for informal decisions at Stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons therefor. Each decision shall be promptly transmitted to the FACE member and FACE.
- C. If a grievance affects a group of FACE members, it may be submitted by the Association directly at Stage 2.
- D. The preparation and processing of grievances shall be conducted during the hours of employment

at a time affording all interested parties a reasonable opportunity to attend, and any FACE members who are present during working hours shall be excused from duty without loss of pay. Reasonable efforts will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

- E. The employer will facilitate any investigation which may be required and will make available, upon request of any aggrieved party, and all material and relevant documents, communications and records concerning the alleged grievance. The employer shall not be required to create and/or compile data and/or information.
- F. 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, and to be furnished with a copy of any minutes of the proceeding made at each stage of the grievance procedure.
- G. No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by the employer against the aggrieved party, any party-in-interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation herein.
- H. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly developed by the Employer and FACE. The Employer shall have the forms agreed upon printed and distributed to the members of the unit to facilitate operations of the grievance procedure.
- I. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- J. Nothing contained herein will be construed as limiting the right of any FACE member having a grievance 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 FACE has been given an opportunity to be present at such adjustment and to state its views 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 upon either of the parties to this Agreement in future proceedings.
- K. In any and all cases where the aggrieved party is not represented at any stage of the grievance procedure by FACE, the hearing officer making the decision will cause to be served upon FACE a copy of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered by him/her, together with a copy in writing of his/her decision and all previous decisions in the proceeding. Said papers will be served upon the Grievance Committee simultaneously with the rendering of the decision by the Hearing Officer. FACE may, in its sole and uncontrolled discretion, thereupon appeal any decision in any such grievance to the next higher stage of the grievance procedure.
- L. The Grievance Committee shall be entitled to at least two (2) working days advance notice from the Hearing Officer of all hearings on all grievances in which the aggrieved party is not represented by FACE. Such notice shall include copies of all documents in the possession of the Hearing Officer and FACE shall be entitled to participate in and express its position and offer proof.

- M. Every person who has the right to bring a grievance hereunder has the right to be represented by a representative of his/her own choice except that, as aforesaid, if FACE is not chosen as the representative of the aggrieved party, it shall have the rights hereinbefore set forth in such cases and provided further that Stage 3 of this grievance procedure shall be available only to FACE and those aggrieved parties represented.
- N. Any and all notices which this grievance procedure requires to be given to the Employer may be delivered to the Chief Executive Officer of the Fulton-Montgomery Community College or, in his/her absence, to the person then in charge of his/her office.

#### Section IV . Time Limits

- A. Every effort will be made by all parties to expedite the grievance process. The time limits specified for either part may be extended by mutual agreement.
- B. Grievances will be forwarded at the first available stage within thirty (30) working days after the FACE member actually knew of the act or condition on which the grievance is based.
- C. If a decision at one stage is not appealed to the next stage of the procedure within the basic time limit specified, the Employer will notify FACE and the aggrieved party of the expiration of the said basic time limit. FACE and/or the aggrieved party may then appeal within five (5) days after receipt of said notice. If no appeal is filed by the expiration of said time, then the grievance shall be deemed to be dismissed.
- D. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives, and FACE, within the specified time limit, shall permit the lodging of an appeal at the next stage of the procedure at any time after the expiration of the period which would have been allotted had the decision been communicated by the final day.
- E. In the event a grievance is filed on or after May 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the College term or as soon thereafter as possible.

#### Section V . Stages of Grievance Procedure

##### A. Stage 1A: Supervisor- Informal

A FACE member having a grievance will discuss it with his/her supervisor, either directly or through a representative with the objective of resolving the matter informally. If the FACE member submits the grievance through a representative, the FACE member may be present during the discussion of the grievance.

##### Stage 1B: Supervisor- Written Decision

If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within two (2) working days after the written grievance is presented to him/her, the supervisor shall, without any further consultation with the aggrieved party or any party-in-interest, render a decision thereon in writing and present it to the aggrieved party, his/her

representative, and FACE. At the conclusion of Stage 1 the aggrieved party shall have the option of deciding whether his/her grievance shall be private or public.

B. Stage 2: President (Chief Executive Officer)

If any aggrieved party is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the aggrieved party or his/her representative shall, within fifteen (15) working days, file a written appeal of the decision at Stage 1 with the Chief Executive Officer. Copies of the written decision at Stage 1 shall be submitted with the appeal. Within two (2) working days, after receipt of the appeal, the Chief Executive Officer, or his/her duly authorized representative, shall set a date for a hearing and notify the aggrieved party and the Grievance Committee or its representative and all other parties in interest of said date, and hearings will be commenced within five (5) days after receipt of the appeal by the Chief Executive Officer. The Chief Executive Officer shall render a decision in writing to the aggrieved party, the Grievance Committee and its representative within five (5) working days after the conclusion of the hearing.

C. Stage 3: Binding Arbitration

1. If an aggrieved party represented by FACE and FACE are not satisfied with the decision at Stage 2 and FACE determines that the grievance is meritorious, the Grievance Committee may, within fifteen (15) working days of the decision at Stage 2, submit the grievance to the American Arbitration Association for the selection of an Arbitrator.
2. The parties will then be bound by the rules and procedures of the American Arbitration Association.
3. The Arbitrator shall have no power or authority to make any decisions which require the Commission of an act prohibited by law or which is violative of the terms of this Agreement.
4. The decision of the Arbitrator shall be final and binding upon all parties.
5. The costs for the services of the Arbitrator, including expenses if any, will be borne equally by the Employer and FACE.

Section VI -Grievance Procedures for Dismissal

- A. Any FACE member alleging that his/her dismissal or denial of tenure involves any claimed violation, misinterpretation, misapplication or inequitable application of [law,] this Agreement, [policies, rules, by-laws, regulations, directions, order, work rules, procedures, practices or customs of the Employer, or violates any other constitutional of legal right or academic freedom] shall have the right to appeal such dismissal or denial of tenure pursuant to this grievance procedure commencing at Stage 2 by submitting to the Grievance Committee.
- B. In the processing of grievances for dismissal of a FACE member on continuing appointment, the burden of proof shall be upon the Employer to show adequate cause for its action.
- C. In the processing of grievance for non-reemployment of a FACE member on a term appointment, the burden of proof that the non-reemployment violated the FACE member's academic freedom

or rights under Article 14 of the Civil Service Law shall be upon the FACE member.

- D. Upon the filing of a grievance for dismissal or denial of tenure, and at least three (3) days before the hearing at Stage 2, the Employer shall present reasonable detailed and formally written charges to the aggrieved party.

## SCHEDULE C

### Sick Leave Bank

Each full-time FACE member has had the option to donate three (3) sick leave days to the Sick Leave Bank for use by contributing FACE members whose sick leave has been depleted.

The Employer's financial officer shall be a member of the FACE Sick Leave Bank Committee.

Withdrawals from the Bank shall be permitted only after written application and medical justification in accord with standards established by FACE. The Employer may, at its option require a second medical opinion prior to paying or continuing payment of Sick Leave Bank days.

Days withdrawn shall be days (Monday-Friday) on which the recipient, except for the reason for absence, would be regularly scheduled to work.

FACE shall annually provide the Employer a detailed written statement of the bank's condition including identification of those contributing and withdrawing.



## SCHEDULE D

### FACE Member Course Overload

1. The administration will provide full-time FACE members with the first opportunity to teach two (2) overload courses or six (6) contact hours of overload (whichever is greater) in the fall semester, spring semester and summer term, and one (1) overload course or three (3) contact hours (whichever is greater) in the winter term.
2. Five working days prior to the first day of classes for the semester, full-time FACE member will be provided with an opportunity to replace low enrollment overload courses provided:
  - a. Their overload course enrollment is below the cut-off level.
  - b. The replacement course is on the schedule, not taught by a full-time FACE member, and is above the enrollment level of the original overload course. (If final enrollment is not above the cut-off level, the replacement course will be canceled.)
  - c. The replacement course is one they are qualified to teach.
  - d. Overload courses offered by full-time FACE member will not be canceled until five working days prior to the first day of classes.
3. Full-time FACE members will be provided with an opportunity to replace an on-load course provided:
  - a. The on-load course can be covered by a qualified adjunct or full-time FACE member.
  - b. The replacement course is on the schedule, not taught by full-time FACE member, and has adequate enrollment.
  - c. The replacement course is one they are qualified to teach.
  - d. The replacement course does not create a 4-day schedule and does not increase SWCH overloads. If an increase in SWCH overloads results, it will not be calculated in the SWCH total.

Under the process outlined above, full-time FACE members will continue to provide scheduling preferences and the administration will continue to determine the class schedule based on student needs, program requirements, and other factors.

The scheduling of classes will be based upon the implementation of a proactive approach designed to reduce the number of cancelled sections. The class schedule will be developed around a more systematic approach to offering core courses during the semester they are required (as per the catalog) and offering other required and elective courses every other semester or once every two years.

This procedure will remain in effect until changed through collective bargaining.

SCHEDULE E

*Memorandum of Agreement*

*By and Between Fulton-Montgomery Community College and  
The Fulmont Association of College Educators*

DATE: August 2005

SUBJECT: Intellectual Property Rights

Fulton-Montgomery Community College (the College) and the Fulmont Association of College Educators (FACE) agree to the following terms regarding intellectual property rights.

1. The college recognizes that, in the course of their duties, FACE members may have the occasion to develop intellectual property.
2. "Intellectual property" includes materials created by the FACE member such as syllabi, course content, text books, models, study guides, lab manuals, lesson plans and notes, CD-ROMs, video tapes, DVDs, computer programs, multi-media programs, class activities and assignments, assessments, techniques and instruments, articles, reviews, works of art, including paintings, sculptures, and musical compositions and recordings, course exercises, tests, answers to tests, in any form or medium now known or hereafter known.
3. The College and FACE recognize the investment of time and talent in the development of intellectual property. FACE members retain all rights to the intellectual property they develop with the following exceptions and/or clarifications:
  - a. Intellectual property specifically to serve the employer. Examples include program curricula, catalog descriptions of courses, protocols for academic advising, etc. These types of intellectual property are jointly owned by the FACE member and the College. Both parties have the right to use these materials freely.
  - b. Course syllabi and course outlines may be freely circulated for college use but these materials may not be plagiarized. For example, this intellectual property may be sent to another institution to evaluate course transfer potential.
  - c. FACE members own intellectual property they develop to teach the course but do not own a course designation or description.
  - d. Intellectual property created clearly for commercial purpose by the College. This intellectual property is considered a "work for hire" and is

owned solely by the College. Examples include SITC software to be sold by the College.

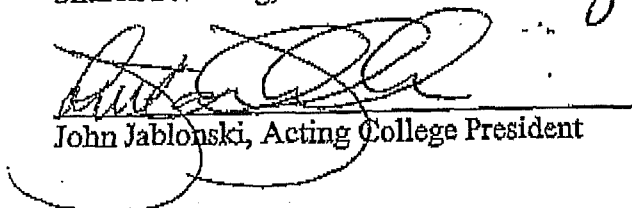
e. Materials created under the auspices of a grant or similar program in which the materials created under the grant, by stipulation, do not belong to the FACE member. Examples include brochures, surveys and workshops created under PACE and/or Perkins grants.

4. A FACE member and the College may agree to other terms than stated above through a written document of agreement signed by both parties.

This memorandum of understanding will remain in effect until August 31, 2006, at which point it will be evaluated and revised as necessary before re-adoption.

  
Sharon P. Poling, FACE President

8/31/05  
Date

  
John Jablonski, Acting College President

8/31/05  
Date

This memorandum of understanding will remain in effect until August 31, 2010, at which point it will be evaluated and revised as necessary before re-adoption.

\_\_\_\_\_  
FACE President

\_\_\_\_\_  
Date

\_\_\_\_\_  
College President

\_\_\_\_\_  
Date