



*A Study of  
Collective Bargaining Agreements  
Affecting Adjunct Employees in  
Colleges in New York State*

*November 2007*

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## **Introduction**

The NYSUT 2006 Representative Assembly held in Rochester, New York, May 4-6, 2006 passed RA resolution #12 that calls for a study of part-time workers in higher education.

The 2006 RA resolution called for a study of salaries of part-time workers in higher education and comparative contract language affecting salaries from the various NYSUT locals. The resolution was amended at the RA to include in the study the terms and conditions of employment of part-time workers in higher education as well as salaries.

## **The Study**

The study includes a review of the collective bargaining agreements of higher education locals in New York State to find and list those provisions affecting adjunct employees. These locals include academic faculty for the most part. But they also include administrators and professional employees in higher education where there are collective bargaining agreements.

The following study includes the provisions/language of these agreements on a college by college basis. Providing the language herein of those provisions affecting adjuncts enables the users of this study to have actual language in hand to study and make comparisons. Contracts are listed where there is no provision for coverage of adjunct faculty. Contract language is included for college related personnel other than faculty. Some of the adjuncts are in separate stand alone locals with separate collective bargaining agreements. Other adjuncts are included in locals with the full time faculty members.

A comprehensive list of colleges and agreements can be found in Appendix I.

## **Specific Provisions Reviewed**

This study also singles out two categories of provisions for review.

The first category deals with method of compensation. The study lists the categories of payment method and lists the agreements using the various methodologies. This enables the user of this study to ascertain practices at different colleges regarding compensation.

The second category is a summary listing of the provisions for health insurance on a college by college basis.

Every effort has been made to include the applicable language from each agreement affecting adjunct employees except as noted where the agreement was lengthy and inclusion of all provisions would have been impractical.

## **Method of Compensation**

There are a number of methods for paying adjunct employees. They include: dollar amount per credit / course hour, dollar amount per contact hour, dollar amount per course, pro-ratio of appropriate per credit, pro-ratio of appropriate full-time position per contact hour, pro-ratio of appropriate full-time position per course, and, other.

The following is a list of the collective bargaining agreements by compensation method:

### **Dollar Amount per Credit Hour**

Broome County Community College Faculty Association  
Dowling College / Association of Adjuncts  
Dutchess County / Adjunct Unit of Dutchess United Educators  
Fulton Montgomery Comm. Coll. / Fulmont Assoc College Educators  
Hudson Valley Community College / Faculty Association  
Jamestown Community College / Faculty Association  
Monroe Community College / Faculty Association (per contract hour)  
Nassau Community College / Adjunct Faculty Assoc. (per contact hour)  
Onondaga Community College / Federation of teachers and Administrators  
Orange Community College / Faculty Association  
Pratt Institute / United federation of College teachers  
Rockland Community College / Adjunct Faculty Association  
Suffolk Community College / Faculty Association  
Sullivan Community College / Professional Staff Association  
Ulster Community College / Faculty Association

### **Dollar Amount per Contact Hour**

City University Professional Staff Congress  
Erie Community College Faculty Federation  
Fashion Institute of Technology  
NYU / Adjuncts Come Together  
The New School / Academics Come Together  
Westchester Community College / Federation of Teachers

### **Dollar Amount per Course**

Cornell ILR

### **Pro Ration of Full-Time Position**

Tompkins Cortland Community College / Faculty Association

The following table contains the dollar amounts by college for adjuncts for 2006-07 with minimums and maximums as provided in the contract.

## Adjunct Faculty - Compensation

### Dollar Amount Per Credit/Course Hour

<b>College</b>	<b>2006-07 Minimum</b>	<b>2006-07 Maximum</b>
Broome	\$752.15	\$877.49
Dowling	\$730.00	\$890.00
Dutchess	\$756.00	\$878.00
Hudson Valley	\$800.00	\$849.00
Jamestown	\$599.00	\$802.00
Monroe	\$847.00	\$1,066
Nassau	\$972.14	\$1,568.29
Onondaga	\$1,009.00	\$1059.00
Orange	\$790.00	\$1,206.00
Pratt	\$850.00	\$1,675.00
Rockland	\$725.79	\$808.53
Suffolk	\$954.00	\$1,215.00
Sullivan	\$547.00	\$618.00
Ulster	\$642.00	\$726.00
<b>Dollar Amount Per Contact Hour</b>		
CUNY	\$58.14	\$90.92
NYU	\$94.00	--
New School	\$75.00	--
Westchester	\$64.55	\$76.60
<b>Dollar Amount Per Course</b>		
Cornell ILR:		
Downstate	\$4,271.00 (3 credit course)	
Upstate	\$3,600.00 (3 credit course)	
<b>Pro Rata of Full-Time Position</b>		
Tompkins/Cortland	\$30,402 (10 month)	\$78,803 (10 month)
	\$36,483 (12 month)	\$94,564 (12 month)
<b>SUNY - Each of the campuses determines the compensation for adjunct faculty. The amounts vary campus to campus, and vary on a campus by department.</b>		

## Health Insurance

The basic elements of health insurance provisions are provided in the table below. These provisions include three basic items:

- Is health insurance provided: yes or no?
- What is the threshold for eligibility?
- What is the employees share of the premium?














### **Adjunct Faculty – Health Insurance**

<b>College</b>	<b>Health Insurance Y/N</b>	<b>Threshold for Health Insurance</b>	<b>Employee Share of Premium</b>
<b>Broome</b>	Yes	Full time adjunct with 12 credit hours, 15 contact hours or 30 hour week	06-07 Employee pays 5% of premium; 07-08 employee pays 10%
<b>CUNY</b>	Yes	Adjuncts who teach more than 6 hours in one semester have taught one or more courses for 2 consecutive semesters	Amount of employee contribution depends on funding and number of eligible employees
<b>Cornell ILR</b>	No		
<b>Dowling</b>	No		
<b>Dutchess</b>	Yes	Taught a minimum of 4 consecutive semesters	Full cost to be paid by adjunct faculty member
<b>FIT</b>	Yes (02-05 contract)	If hired before 6/1/97 teaching 3 days only  After 6/1/97; 3 year waiting period  Night & Weekend	Reimbursement of health insurance costs @ 25% per 3 hour course  20% per 3 hour course  Lower Rates
<b>Fulton/Montgomery</b>	No		
<b>Hudson Valley</b>	Yes	On Payroll	Employee pays full premium cost plus 2% of premium administrative cost
<b>Jamestown</b>	Yes	Working 6-15 hours per year (based on prior year)  Working more than 15 hours per year (based on prior year)	Purchase at own cost – HMO coverage  Purchase group rate – HMO coverage/college pays 15%
<b>Monroe</b>	Yes	On Payroll	May participate in college health insurance program on pre tax basis at no cost to college
















<b>College</b>	<b>Health Insurance Y/N</b>	<b>Threshold for Health Insurance</b>	<b>Employee Share of Premium</b>
<b>Nassau</b>	Yes	On Payroll	Participate in all available HMO's at own expense.
<b>NYU</b>	Yes	Adjuncts who teach a minimum of 84 contact hours during fall and/or spring may apply for health insurance – 1 year qualification period	If teaching 84 contact hours, NYU may pay 50% of individual cost or 60% individual if applied to family coverage If teaching 126 hours – 75% of individual or 83% if applied to family coverage
<b>Pratt</b>	Yes	Hold certificate of continuous employment	25%
<b>Rockland</b>	Yes		Can apply for coverage at own cost
<b>Onondaga</b>	Yes	Same as full-time faculty	Same as full-time faculty 10% for individual and family.
<b>Orange</b>	No		
<b>Suffolk</b>	Yes	Served for 2 semesters within a 2 year period and earned more than \$2,000 in prior year	Can join the county health insurance program at "fund" rate
<b>Sullivan</b>	No		
<b>SUNY</b>	Yes	Part-time academic employers who teach 2 or more courses in any one semester shall be eligible  Part-time employees not otherwise eligible	10% for single and 20% for family  Eligible to participate on full premium cost in State Health Insurance Program
<b>New School</b>	Yes	Must have taught 2 courses in prior academic year; worked at University for 1 academic year. Must teach in fall and spring to maintain coverage	If teaching 2 classes pay \$1,309.80 for individual (05-06); If teaching 3 classes pay \$1,000 Family coverage in 08-09; two classes teaching pay \$4,600; 3 classes pay \$4,000
<b>Tompkins-Cortland</b>	Yes	Minimum appointment of 4 months who earns at least \$5,000 annually or who works a 30 hour week	19% for individual and family until 9/1/06; 20% effective on 9/1/07
<b>Ulster</b>	Yes	-----	Can purchase at own cost
<b>Westchester</b>	No		










# *Part-Time/Adjuncts*

## — Table of Contents —

<u>INSTITUTIONS</u>	<u>PAGE</u>
 ADIRONDACK COMMUNITY COLLEGE .....	1
 BROOME COMMUNITY COLLEGE .....	7
 CAYUGA COMMUNITY COLLEGE .....	19
 CITY UNIVERSITY OF NEW YORK (CUNY)/PSC .....	19
 COLUMBIA GREENE COMMUNITY COLLEGE .....	27
 CORNELL ILR .....	27
 CORNING COMMUNITY COLLEGE.....	30
 DOWLING COMMUNITY COLLEGE.....	31
 DUTCHESS COMMUNITY COLLEGE .....	34
 EDUCATIONAL OPPORTUNITY CENTER – CAPITAL DISTRICT - .....	37
 ERIE COMMUNITY COLLEGE .....	37
 FASHION INSTITUTE OF TECHNOLOGY .....	41
 FINGER LAKES COMMUNITY COLLEGE.....	49



	FULTON MONTGOMERY COMMUNITY COLLEGE .....	50
	GENESEE COMMUNITY COLLEGE .....	53
	HERKIMER COMMUNITY COLLEGE .....	53
	HUDSON VALLEY COMMUNITY COLLEGE .....	53
	JAMESTOWN COMMUNITY COLLEGE .....	55
	JEFFERSON COMMUNITY COLLEGE .....	61
	MOHAWK VALLEY COMMUNITY COLLEGE .....	65
	MONROE COMMUNITY COLLEGE .....	65
	NASSAU COMMUNITY COLLEGE .....	68
	NEW YORK UNIVERSITY .....	71
	NIAGARA COMMUNITY COLLEGE .....	77
	NORTH COUNTRY COMMUNITY COLLEGE .....	80
	ONONDAGA COMMUNITY COLLEGE .....	80
	ORANGE COUNTY COMMUNITY COLLEGE .....	86
	PRATT INSTITUTE .....	89

	ROCKLAND COUNTY COMMUNITY COLLEGE .....	93
	SCHENECTADY COMMUNITY COLLEGE .....	97
	SUFFOLK COUNTY COMMUNITY COLLEGE .....	98
	SULLIVAN COMMUNITY COLLEGE.....	104
	STATE UNIVERSITY OF NEW YORK (SUNY- UUP) .....	105
	THE NEW SCHOOL .....	110
	THOMPkins CORTLAND COMMUNITY COLLEGE.....	121
	ULSTER COUNTY COMMUNITY COLLEGE.....	123
	WESTCHESTER COUNTY COMMUNITY COLLEGE .....	125

## ***Part-Time/Adjuncts***

### **ADIRONDACK COMMUNITY COLLEGE ADIRONDACK EDUCATIONAL SUPPORT PERSONNEL SEPTEMBER 1, 2002 – AUGUST 31, 2006**

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

1. "Unit" - All employees, both full-time and part-time, of the College in the classified service in the following categories:

SECRETARIAL, CLERICAL  
AND SUPPORT POSITIONS  
Academic Information Specialist  
Account Clerk/Typist  
Clerk  
Community Relations Specialist  
Computer Resource Assistant  
Computer Technician  
Computer Technology Assistant  
Data Entry Machine Operator  
Instructional Technology Assistant  
Learning Center Assistant  
Library Assistant  
Messenger  
Office Specialist  
Physical Education Equipment Custodian  
Principal Account Clerk  
Principal Typist  
Print Room Attendant  
Recreation Attendant  
Secretary  
Secretary to Dean  
Senior Account Clerk/Typist  
Senior Computer Resource Assistant  
Senior Library Assistant  
Senior Stenographer  
Senior Typist  
Student Activities Clerk  
Switchboard Operator/Receptionist/Typist  
Typist

MAINTENANCE POSITIONS  
Building Maintenance Mechanic  
Building Maintenance Worker  
Cleaner  
Custodian  
Groundskeeper  
Head Custodian  
Maintenance Worker  
Night Foreman  
Sr. Building Maintenance Worker  
Senior Custodian  
Supervisor of Maintenance  
Utility Worker  
Working Foreman  
MEDIA POSITIONS  
Audio Visual Aid  
Audio Visual Services Technician  
Media Services Repair Technician  
Senior Audio Visual Technician

But, EXCLUDING those employees approved by PERB to be "confidential," the same being currently:  
The Secretary to the President the Administrative Assistant or Secretary to the Vice-President of Academic Affairs and Dean of the College The two Administrative Assistants or Secretaries to the Vice-President for Student and Administrative Services The Human Resources Assistant And excluding any persons who would otherwise be included who are or may be

- a. Employed in the secretarial, clerical and support positions listed above and who are employed for less than 15 hours a week,  
or
  - b. Employed in the maintenance positions listed above and who are employed for less than 25 hours a week.
2. "Association" - The Adirondack Community College Educational Support Personnel
  3. "Board" - The Board of Trustees of Adirondack Community College representing the Boards of Supervisors of Warren and Washington Counties
  4. "College" - Adirondack Community College
  5. "Parties" - The Board of Trustees of Adirondack Community College representing the Boards of Supervisors of Warren and Washington Counties, and the Unit
  6. "President" - The President of Adirondack Community College
  7. "Supervisor" - The immediate supervisor of any person included in the Unit
  8. "Vice-President for Student and Administrative Services" - the Vice-President for Student and Administrative Services of Adirondack Community College

## **ARTICLE II - Recognition**

The Board recognizes the rights of employees in this Unit to be represented by the Association for the purpose of negotiating collectively with the Board in the determination of terms and conditions of employment and the administration of grievances arising there under. This recognition shall continue until changed by vote of the Unit as provided by law.

The Board further recognizes that the Association shall have the exclusive right with respect to other employee organizations to represent all employees in this Unit in all proceedings under the Public Employees Fair Employment Act.

The Board further recognizes the right of any employee in the Unit to join or to refrain from joining the Association without reprisal from the Board or the Association and State or Federal binding regulations. The arbitrator shall consider only the precise issue submitted for arbitration, and shall have no authority to determine any other issue or question not so submitted, nor include in the decision observations or declarations of opinion not essential to the reaching of the decision.

## **ARTICLE V - Conditions of Employment**

### **C. Part-time Hourly Employees**

1. Part-time hourly workers are those on the same twelve-month or academic work year and work week as full time employees as defined in the Agreement V:A, B) and who normally and consistently work the same pattern of days and daily hours, only fewer, as the full-time employees. The daily schedule is less than 7-1/2 hours for the Secretarial, Clerical and support positions and less than 8 hours for the Maintenance and Media positions. Such employees shall be eligible for benefits (unless otherwise restricted, limited or specifically requiring full-time employment) similar to, and under the same conditions as, full-time academic year or twelve-

- month employees, whichever applies.
2. Benefits shall be provided in terms of the regular units of hours worked (example: a regular 4 hour day person receives a 4-hour day birthday leave). Benefits which require longevity to qualify (example: tuition waiver) or other requirements (1000 regularly scheduled hours per year in his/her regular position for health insurance participation) retain these requirements.
  3. If such a part time employee becomes a full-time twelve month or academic year employee, units of sick leave accumulated are converted to fulltime nits on a direct prorated basis. Longevity for additional days of vacation when applicable is determined by provision in the Agreement (V:F.3.)
  4. If a nine-month employee becomes a twelve-month employee, he/she shall receive credit toward longevity for additional days of vacation on a pro-rata basis for such employee's continuous years of service.

#### G. Holidays

1. Twelve month employees shall be granted twelve (12) holidays with no reduction in salary. The following are fixed: Labor Day; Thanksgiving Day; Christmas Day; New Year's Day; Memorial Day; Independence Day;
2. Full time academic year employees shall be granted eleven (11) holidays with regular pay. The following are fixed: Labor Day; Thanksgiving Day; Christmas Day; New Year's Day; Memorial Day.
3. When a part-time hourly employee is scheduled to work full-time for a period exceeding two work weeks, an employee will receive full pay for a holiday which occurs during the period of full-time work.
4. When a non-month employee is scheduled to work on a holiday, the employee shall be granted that holiday and will receive pay for the number of hours the employee was scheduled to work on that holiday.
5. When a part-time none-month employee is scheduled to work on a holiday, the employee will be granted that holiday and will receive pay for the number of hours the employee was scheduled to work on that holiday.
6. Prior to the college establishing the holiday schedule for the succeeding fiscal year, the college will request input from the Association regarding the holiday schedule.

#### L. Health Insurance

The college will contribute toward health insurance premiums for employees scheduled to work at least 1000 hours per fiscal year.

As long as the Matrix plan is provided by Empire Blue Cross/Blue Shield, the College will offer the Matrix health insurance plan to those employees who have enrolled in the plan prior to 10/31/02.

The college will contribute toward the monthly Matrix health insurance plan, as follows:

Individual	= 300.34
Twp person	= 720.76
Family	= 765.95

Effective November 1, 2002, there will be no new enrollees in the Matrix plan. If an employee who was enrolled in the Matrix plan prior to October 31, 2002 transfers from the Matrix plan, such employee will not be allowed to return to the Matrix plan

An HMO Plan or equivalent, currently Empire Blue Choice and a PPO Plan or equivalent, currently Empire PPO, are available to College Employees. The college will contribute toward the monthly health insurance premiums as follows:

### HMO

	<u>Total</u>	<u>Employee</u>	<u>College</u>
Individual	259.57	52.40	207.17
2 Person	509.50	110.20	399.30
Family	757.84	168.54	589.30

### PPO

	<u>Total</u>	<u>Employee</u>	<u>College</u>
Individual	385.40	103.48	281.92
2 Person	950.52	275.58	674.94
Family	757.84	168.54	589.30

During the period September 1, 2002 to August 31, 2005, the College shall pay one-half of any increase in the health insurance premiums over the rate effective September 1, 2002.

Each employee who elects health insurance coverage shall pay the balance of the health insurance premium by payroll deduction.

#### M. Dental Insurance

The College will provide dental insurance as outlined in the Empire Blue Cross-Blue Shield proposal dated March 7, 1989, to eligible staff members. The College will contribute up to \$10.00 per month per staff member for individual coverage and up to 24.00 per month for family coverage.

In selecting one of the available options during the first year of this provision, the College will choose the option which is the least costly to the employee who selects individual coverage. In subsequent years, the College may select any insurance carrier who provides the same level of coverage as obtained during the initial year of this benefit.

#### N. Long Term Disability

The College shall provide long term disability insurance for employees as described in Article I.B.1 who meet the qualifications for health insurance at no cost to the employee. Insurance coverage will begin on the first day of the month following one year of service at the College.

#### O. Life Insurance

The College shall provide life insurance at a benefit level of two times the employee's current salary within a minimum of benefit level of \$30,000.00 for employees described in ARTICLE I.B.1 who meet the qualifications for health insurance and are actively working at the College. Insurance coverage will begin on the first day of the month following one year of service at the College. Those employees on leaves of absence without pay shall not be covered by this insurance.

#### P. Cancer Insurance Plan

Effective as soon as appropriate arrangements can be made between the College and AFLAC, the College will make available to all employees as AFLAC Cancer Insurance Plan, or equivalent. If the employee satisfies the eligibility requirements for the Cancer Insurance Plan, the employee may elect to participate in the Cancer Insurance Plan, and the employee will pay the entire premium for such plan by payroll deduction.

#### Q. Sick Bank

Employees may participate in the College's Non-Academic Sick Bank. Employees do not participate in the New York State Disability Benefits Program.

#### R. Retirement

Retirement benefits shall be as required by law.

#### S. Jury Duty Compensation

An employee selected for jury duty shall be excused from work without loss of pay at straight time, provided the employee complies with the provisions of this section. Upon receipt of the jury duty notice, the employee shall immediately notify the appropriate Vice President, or designee, of the scheduled jury duty dates.

Employees will report to work at the College on days when the employee is scheduled to work and the employee is excused from jury duty for that day or released before noon.

#### T. Leaves of Absence

The President of the College may recommend to the Board of Trustees that members of the classified staff of the College, other than persons having temporary or provisional appointments, be granted leaves of absence, without salary or wages or other benefits. The Board, after receiving the recommendation of the President of the College, may grant such persons leaves of absence, without salary or wages or other benefits. The Board, after receiving the recommendation of the President of the College, may grant such persons leaves of absence, without salary or wages or other benefits, for a period to be

#### U. Tuition Waiver:

The following employees are eligible immediately for 1 FTE tuition waiver per academic year. The tuition referenced is the maximum of the amount of the in-state tuition.

Full-time twelve-month  
Full-time academic year  
Part-time twelve-month  
Part-time academic year

After five years continuous service the employee is eligible for 1 FTE tuition waivers per academic year.

In the semester following one year of employment, the members of the employee's (referenced above) family (spouse and dependent children) are eligible for tuition waiver with the family member's waiver being reduced by financial aid (TAP, APTS, scholarships, etc.) applicable to tuition. The tuition waiver may be used by the employee, family members or shared by family members.

#### V. Transcripts

Transcripts will be provided to employees or family members (spouse and dependent children) free of charge.

### **ARTICLE VII - Salary and Wages**

#### **A. Effective Date**

Changes in salary rates, and the implementation of the fringe benefits of holidays and sick leave, shall be effective at the start of the College fiscal year, September 1 of each year of this Agreement. A change in wage rates for hourly employees covered by this Agreement shall be effective September 1st.

#### **B. Bi-Weekly Pay Schedule**

Salary and wages will be paid on a bi-weekly basis in accordance with the pay day schedule established by the College.

### **C. Job Titles and Grades:**

#### **SECRETARIAL, CLERICAL AND SUPPORT POSITIONS**

Physical Education Equipment Custodian	1
Clerk	2
Recreation Attendant	2
Switchboard Operator/Receptionist/Typist	2
Typist	2
Data Entry Machine Operator	3
Messenger	3
Computer Resource Assistant	4
Learning Center Assistant	4
Library Assistant	4
Print Room Attendant	4
Senior Typist	4
Student Activities Clerk	4
Account Clerk/Typist	5
Secretary	5
Senior Stenographer	5
Community Relations Specialist	6
Office Specialist	6
Principal Typist	7
Academic Information Specialist	8
Computer Technology Assistant	8
Instructional Technology Assistant	8
Senior Account Clerk/Typist	8

### **K. Special Events:**

When an employee is assigned to work a special event and the employee is notified less than four hours before the special event that the employee is not needed to perform the work previously assigned or the event is canceled less than four hours before the special event, the employee will be paid for three hours.

#### **ARTICLE VIII - Retirement Incentive**

The College Administration will make recommendations to the Board of Trustees on early retirement incentive payments based on the following criteria:

- The effect on the quality of the department
- Demonstration that the total cost of the early retirement programs in any given year will be fully offset by the total savings to be realized in the first two years of early retirement, and
- Satisfactory evidence that the payments required by early retirement will not affect needed cash flow.
- Requests for early retirement shall be submitted to the Vice-President for Student and Administrative Services on or before December 1 of the fiscal year preceding the intended fiscal year of early



retirement. The Administration will respond to the request by the Friday following the March Board meeting.

A. If an employee is granted a voluntary retirement incentive from Adirondack Community College, is at an age of at least fifty-five at the time of retirement, and has been employed at the college for fifteen years preceding retirement, the unit member may receive a lump sum payment of \$2,500 in September following retirement if the retirement is approved by the Board of Trustees and meets the criteria.

The total lump sum payments made to retirees within the provision of this section will be limited to a total of \$7,500 per year. Under extenuating circumstances, the administration, with the approval of the Board of Trustees, may approve incentives exceeding this amount. In addition to the lump sum payment, the college shall establish an annuity which will provide yearly income equal to \$ 1,000 per year, plus an additional \$50 per year for each year of service over ten years. This annuity shall begin the second year of retirement and will provide such income for up to six years.

In place of the annuity, a unit member may choose a lump sum payment equivalent to the purchase price of the annuity which will be paid the second retirement year.

Arrangements for the type of payment by the college to the retiree or designee or designated account shall be mutually agreed upon by the college and the retiree. In case of the death of the retiree before the completion of the negotiated payments, the college shall remunerate the retiree's designated beneficiaries or designated account.

The college shall continue payment of health insurance for the retiree for a maximum of seven (7) years or until the retiree reaches the age of sixty-five (65) or qualifies for Medicare or another equivalent replacement of Medicare. The retired employee may elect to maintain

**BROOME COUNTY COMMUNITY COLLEGE  
ADMINISTRATIVE GUILD  
SEPTEMBER 1, 2002 – AUGUST 31, 2006**

- o *Not Covered – No mention of part-time*

**BROOME COUNTY COMMUNITY COLLEGE  
EDUCATIONAL SUPPORT PERSONNEL  
SEPTEMBER 1, 2002 – AUGUST 31, 2006**

**Recognition**

The Employer recognizes BCC ESPA as the sole and exclusive representative of all full-time 10 and 12 month Broome Community College employees in titles set forth in Schedule C.

**ARTICLE 28 - Temporary Employees**

Temporary employees employed on a full-time basis for four (4) consecutive months shall become eligible for holiday pay and for inclusion in the County-sponsored health plan.

Temporary employees employed on a full-time basis for six (6) continuous months shall become eligible for all benefits in the same manner as other full-time employees.

Temporary employees employed on a full-time basis shall be eligible for bereavement leave as defined in Article 23 of this agreement.

**SCHEDULE A**

Bargaining unit members, present and/or hereafter employed, shall be compensated at salary levels applicable to their respective title and work year. There are no specific steps.

Minimums for grades shall be raised 3% effective September 1, 2002, 2003, 2004, 2005. Note: anyone hired prior to the signing of this agreement shall have the salary increase agreed upon.

The minimums set forth relate to base salaries only.

Promotion from one grade to another will be accompanied by an increase in salary appropriate to the title to which promoted. Where the minimum salary for the new title is lower than the salary received by the employee at the time of promotion, the employee shall receive 5 1/2% of the minimum salary for the new title added to the salary received at the time of promotion.

Within the BCC ESPA unit, positions may be established or existing positions modified that require service of 10 or 12 months. At the discretion of the President of the college changes in work year may be made in vacant positions or those where an incumbent's wish to volunteer for such change coincides with the college's desire for such change. Salaries and fringe benefits for such positions will be established as follows: The position will be accorded a salary by the President as though it were a 12-month position. The employee will then receive salary and, where applicable, fringe benefits pro-rated downward from the 12-month salary figure.

1. effective September 1, 2002, the annual base salary of each returning ESPA member will be increased by \$700 or three percent (3%) whichever is greater.

Effective September 1, 2003, the annual base salary of each returning ESPA member will be increased by \$725 or three percent (3%), whichever is greater.

Effective September 1, 2004, the annual base salary of each returning ESPA member will be increased by \$750 or three percent (3%), whichever is greater.

Effective September 1, 2005, the annual base salary of each returning ESPA member will be increased by \$775 or three percent (3%), whichever is greater.

10.7 Bargaining unit employees who complete the following years of continuous service shall receive longevity in addition to their salary as follows:

Continuous Years of Service	Dollar Amount
10 through 14	400
15 through 19	600
20 through 24	800
25 through retirement	1,000

Payments are not cumulative, shall be annualized, and shall be paid on the first pay period in November of each year next following the employee's anniversary date. In no event shall leave of absence time be used in the computation of years of continuous service. Longevity increments shall be in addition to any other increase due an employee.

## **SCHEDULE B**

Implementation of the 10-month position option under the ESP A contract will follow the provisions and pro-rating of benefits listed below.

Work Dates	August 1 - May 31
Holidays	New Year's Martin Luther King Day Washington's Birthday Lincoln's Birthday Memorial Day Labor Day Columbus Day
(Compensatory holidays must be used by May 31 of the year in which they are earned)	

	Election Day								
	Veteran's Day								
	Thanksgiving								
	Day After Thanksgiving								
	Christmas								
Vacation	Monthly accrual in hours August 1 -May 31								
	<table> <tr> <th>Days</th><th>Hours</th></tr> <tr> <td>1-5 yrs.</td><td>11.7</td></tr> <tr> <td>5 + yrs.</td><td>15.</td></tr> <tr> <td>After 15 yrs.</td><td>17.5</td></tr> </table>	Days	Hours	1-5 yrs.	11.7	5 + yrs.	15.	After 15 yrs.	17.5
Days	Hours								
1-5 yrs.	11.7								
5 + yrs.	15.								
After 15 yrs.	17.5								
Vacation Carryover	Up to 17.5 days								
Sick Leave	Accrue 1 day/month Aug-May for total of 10 days/year								
Sick Bank	No difference								
Bereavement Leave	No difference								
Leave without Pay	No difference								
Military Leave	No difference								
Legal Leave	No difference								
Temporary Employees	No difference								
Educational Leave	No difference								
Long Term Disability	No difference								
Educational Improvement Opportunities	No difference								
Payment of Compensation	Employees will be paid on a 10-month schedule								
Health Insurance	Employee share paid over 10 months at 12 month with additional amount payable at last check								

**BROOME COUNTY COMMUNITY COLLEGE  
FACULTY ASSOCIATION OF  
SEPTEMBER 1, 2002 – AUGUST 31, 2008**

**ARTICLE 2 – Recognition**

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

The employer agrees to furnish the Association, by the end of the first (1<sup>st</sup>) week of classes of each semester, a list of those employees eligible for membership in the bargaining unit, by department. By the end of the fourth (4<sup>th</sup>) week of each semester, information showing the date of employment, present rank or title, and salary of such employees shall be provided to the Association. Each Dean shall make available the number of credit hours carried

**ARTICLE 4 - Definitions**

10. Adjunct Employees – Employees not on regular budget lines, regardless of whether they work 10 months or 12 months per year.

**ARTICLE 13 – Sick Leave**

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

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

**ARTICLE 23 – Health Insurance**

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

**ARTICLE 25 – Liability Protection**

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

## **ARTICLE 26 – Dues Deductions and Payroll Deductions**

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

1. Fiduciary Agent
2. GHS Federal Credit Union
3. Tax Sheltered Annuity
4. United Way

5. When the Association can document that 85% of regular full-time and adjunct full-time Employees of the Association and transmit the sums so deducted to the Association.

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

The Employer and the Association agree to furnish to each other any information needed by either of them to fulfill the provisions of this article.

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

## **ARTICLE 28 - Compensation**

1. Effective September 1, 2002, returning full-time regular unit members on the payroll as of July 1, 2002 will receive a 3% general wage increase.

All other members of the bargaining unit will receive an increase of 3% on their hourly rates. All other wage and salary items will be increased by 3% except as otherwise indicated. This increase will not affect new hires to the college hired after July 1 for academic year 2002-2003.

2. Effective September 1, 2003 returning full-time regular unit members on the payroll as of July 1, 2003 will receive a 3% general wage increase.

All other members of the bargaining unit will receive an increase of 3% on their hourly rates. All other wage and salary items will be increased by 3% except as otherwise indicated. This increase will not affect new hires to the college hired after July 1 for academic year 2003-2004.

3. Effective September 1, 2004, returning full-time regular unit members on the payroll as of July 1, 2004 will receive a 3% general wage increase.

All other members of the bargaining unit will receive an increase of 3% on their hourly rates. All other wage and salary items will be increased by 3% except as otherwise indicated. This increase will not affect new hires to the college hired after July 1 for academic year 2004-2005.

4. Effective September 1, 2005 returning full-time regular unit members on the payroll as of July 1, 2005 will

receive a 4% general wage increase. Other members of the bargaining unit will receive an increase of 4% on their hourly rates. All other wage and salary items will be increased by 4% except as otherwise indicated. This increase will not affect new hires to the college hired after July 1 for academic year 2005-06.

5. Effective September 1, 2006 returning full-time regular unit members on the payroll as of July 1, 2006 will receive a 4% general wage increase.

All members of the bargaining unit will receive an increase of 4% except as otherwise indicated. This increase will not affect new hires to the college hired after July 1 for academic year 2006-07.

6. Effective September 1, 2007 returning full-time regular unit members on the payroll as of July 1, 2007 will receive a 4% general wage increase.

All other members of the bargaining unit will receive an increase of 4% of their hourly rates. All other wage and salary items will be increased by 4% except as otherwise indicated. This increase will not affect new hires to the college hired after July 1 for academic year 2007-08.

7. The responsibility adjustment for duties of those listed in Appendix A will be increased by 3% on September 1, 2002, 2003, 2004, and by 4% on September 1, 2005, 2006 and 2007.

8. Effective September 1, 2002, each adjunct teaching professional employee will be paid in accordance with the following:

Level I (part-time)	\$655.49 per lecture hour per semester \$573.52 per laboratory hour per semester
Level 1 (full-time)	\$795.66 per lecture hour per semester \$695.54 per laboratory hour per semester
Level II (part-time)	\$764.72 per lecture hour per semester \$682.81 per laboratory hour per semester
Level II (full-time)	\$944.77 per lecture hour per semester \$846.37 per laboratory hour per semester

Effective September 1, 2003, each adjunct teaching professional employee will be paid in accordance with the following:

Level I (part-time)	\$675.15 per lecture hour per semester \$590.73 per laboratory hour per semester
Level 1 (full-time)	\$819.53 per lecture hour per semester \$716.41 per laboratory hour per semester
Level II (part-time)	\$787.66 per lecture hour per semester \$703.29 per laboratory hour per semester
Level II (full-time)	\$973.11 per lecture hour per semester \$871.76 per laboratory hour per semester

Effective September 1, 2004, each adjunct teaching professional employee will be paid in accordance with the following:

Level I (part-time)	\$695.40 per lecture hour per semester \$608.45 per laboratory hour per semester
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Level 1 (full-time)	\$844.12 per lecture hour per semester \$737.90 per laboratory hour per semester
Level II (part-time)	\$811.29 per lecture hour per semester \$724.39 laboratory hour per semester
Level II (full-time)	\$1002.30 per lecture hour per semester \$897.91 per laboratory hour per semester

Effective September 1, 2005, each adjunct teaching professional employee will be paid in accordance with the following:

Level I (part-time)	\$723.22 per lecture hour per semester \$632.79 per laboratory hour per semester
Level 1 (full-time)	\$877.88 per lecture hour per semester \$767.42 per laboratory hour per semester
Level II (part-time)	\$833.74 per lecture hour per semester \$757.37 per laboratory hour per semester
Level II (full-time)	\$1042.39 per lecture hour per semester \$933.83 per laboratory hour per semester

Effective September 1, 2006, each adjunct teaching professional employee will be paid in accordance with the following:

Level I (part-time)	\$752.15 per lecture hour per semester \$658.10 per laboratory hour per semester
Level 1 (full-time)	\$913.00 per lecture hour per semester \$798.12 per laboratory hour per semester
Level II (part-time)	\$877.49 per lecture hour per semester \$783.50 per laboratory hour per semester
Level II (full-time)	\$1084.09 per lecture hour per semester \$971.18 per laboratory hour per semester

Effective September 1, 2007, each adjunct teaching professional employee will be paid in accordance with the following:

Level I (part-time)	\$782.24 per lecture hour per semester \$684.42 per laboratory hour per semester
Level 1 (full-time)	\$949.52 per lecture hour per semester \$830.04 per laboratory hour per semester
Level II (part-time)	\$912.59 per lecture hour per semester \$814.84 per laboratory hour per semester
Level II (full-time)	\$1127.45 per lecture hour per semester \$1010.03 per laboratory hour per semester

9. Level I is the starting rate. Instructors will move to Level II after completing three years of instruction of at least 2 semesters per year or the equivalent thereof. Examples: One semester each year for six years; fall and spring semester for 3 years; fall or spring and summer semester for 3 years. An individual loses any accumulation of semesters in she/she does not each for a two-year period.

10. Course compensation is for all services related to the course assignment, including preparation time, final exam, availability to meet with students if they request at a mutually agreeable time, attendance at one department meeting per semester, if required by the chairperson (meeting will be in evening if it is an evening course), and all necessary and required reports of student attendance, grades, etc.

11. Members of the bargaining unit whom the parties have agreed shall perform duties beyond the work herein defined in Article 19 of the Agreement shall receive additional salary as computed as follows: Employees changed to a 12-month status shall have an additional 20% increase in salary to their base salary (and vacation, holidays and leave accrual shall be consistent with the policies applied to the administrators at the College).

12. Chairpersons, program coordinators and other employees who are requested to perform their regular professional duties other than teaching beyond the academic work year shall be compensated at per diem rate based on 1/200 of their base salary. Exceptions to the rate are as follows:

A. Work associated with grant-funded responsibilities shall be compensated at a rate appropriate to the work to be performed as determined by the employee and the college.

B. Work associated with intake advisement and registration, whether group or individual nature will be compensated at an hourly rate for a minimum of a four hour work period as follows: \$17.00 for 2002-03; \$17.51 for 2003-04; \$18.04 for 2004-05; \$18.76 for 2005-06; \$19.51 for 2006-07; and \$20.29 for 2007-08.

C. Academic program coordinators will be compensated at an hourly rate as follows: \$17.00 for 2002-03; \$17.51 for 2003-04; \$18.04 for 2004-05; \$18.76 for 2005-06; \$19.51 for 2006-07 and \$20.29 for 2007-08.

D. Chairs and coordinators may request appropriate hours for summer chair duties and academic advising (whether intake or otherwise) by applying to their division Dean. Chair/coordinator duties performed at the compensated per diem rate may include both related departmental responsibilities and student advisement. Each Dean will work with his/her chairs and coordinators to determine and coordinate hours and distribute the allocated funds available for these purposes.

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

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

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



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

<b>Title</b>	<b>2002-03</b>	<b>2003-04</b>	<b>2004-05</b>
Assistant Librarian	\$22.70	\$23.83	\$24.08
Clinical Instructor	20.48	21.09	21.72
Clinical Lab Instructor	12.82	13.20	13.60
Multi Media Lab Instructor	12.74	13.12	13.51
Test Administrator	10.74	11.06	11.39
Tutor (non-peer)	7.58	7.81	8.04
Writing Sample Evaluator	12.64	13.02	13.41
Nurse	20.23	20.84	21.47
Interpreter (Hearing Impaired)	20.22	20.83	21.45
Accompanist	18.45	19.00	19.57
Coordinator Veterans Services	11.11	11.44	11.78
Media Technician	11.28	11.62	11.97
Lab Technician	13.40	13.80	14.21

<b>Title</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>
Assistant Librarian	\$25.04	\$26.04	\$27.08
Clinical Instructor	22.59	23.49	24.43
Clinical Lab Instructor	14.14	14.71	15.30
Multi Media Lab Instructor	14.05	14.61	15.19
Test Administrator	11.85	12.32	12.81
Tutor (non-peer)	8.36	8.69	9.04
Writing Sample Evaluator	13.95	14.51	15.09
Nurse	22.33	23.22	24.15
Interpreter (Hearing Impaired)	22.31	23.20	24.13
Accompanist	20.35	21.16	22.01
Coordinator Veterans Services	12.25	12.74	13.25
Media Technician	12.45	12.95	13.47
Lab Technician	14.78	15.37	15.98

14. The college will maintain the flexible spending plan. Such plan will carry no fee cost to the faculty. The plan will cover unreimbursed dependent care costs, unreimbursed medical expenses, as well as health, disability and life insurance premiums as allowed under Section 12 of the Internal Revenue Service Regulations.

#### **ARTICLE 30 – Miscellaneous Benefits**

1. Physicals, x-rays and immunization.

A. Physical examinations required by law shall be paid for by the College and shall be administered by the physician(s) employed by the college, or any physician chosen by the employee at the College rate.

B. The employer shall arrange to provide free flu shots in October to all professional staff who desire them.

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

The Benefit Fund shall be used only for equal benefits for all full-time employees. Full-time adjuncts shall

become eligible for this benefit after one full semester, while continuing on full-time status.

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

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

### **ARTICLE 35 – Appointment of Academic Staff**

C.4 Adjunct Appointments: The President or his/her designee shall notify in writing, members of the academic staff holding adjunct appointment, of any changes in status or load assignments as far in advance as feasible.

#### **D. Procedure**

1. Initial Appointment Searches – In the recruitment and appointment of ranked or professional faculty, the Chair/Director of the Department shall convene either a ranked faculty search committee or a professional faculty search committee. Each committee shall include a campus representative appointment by the President. All ranked and professional faculty with continuing appointment are entitled to serve on committee for which they are eligible and are obligated to serve on a reasonable number of such committees.

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

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

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

### **ARTICLE 30 - Evaluation**

#### **B.3 Frequency**

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

For purposes of implementing this language adjuncts who are currently on the payroll (academic year 2001-02) will fit into the above schedule according to the number of consecutive evaluations that are on file with the Office of the Vice President for Academic Affairs as of January 2002.

### C. The Evaluation Report

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

a. Classroom observation or performance evaluation – Each regular teaching faculty member must have at least one classroom observation by the chair/supervisor and a peer. Peer evaluators are chosen by the teaching faculty from among teaching faculty who have taught more than four semesters.

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

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

b. Self evaluation

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

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

2. Professional Development – Evidence of courses, committee assignments, advising student organizations, publications, additional teaching, equipment adaptation and maintenance, etc.

3. Academic Activities – Development of courses, committee assignments, advising student organizations, publications, additional teaching, equipment adaptation and maintenance, etc.

4. Professional Activities – Professional associations, additional professional commitments, professional consulting, professional community activities, etc.

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

### **ARTICLE 43 – Personnel files**

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

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

## ARTICLE 48 – Retrenchment

### A. Identification

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

- |                      |                      |
|----------------------|----------------------|
| 10 month             | 12 month             |
| a. Part-time adjunct | a. 1600 budget lines |
| b. Full-time adjunct | b. 1000 budget lines |
| c. Initial           |                      |
| d. Term              |                      |
| e. Continuing        |                      |

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

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

- a. 10 month – 1000 lines

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

- b. 12 month – 1000 lines

All consecutive employment shall be counted as service.

- c. Adjunct – 1600 lines

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

- d. General

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

2. Time spent on sabbatical shall be counted as service, however, summer sabbatical time shall not be added to such service.

3. Employees whose employment with the College is terminated and who are subsequently rehired by the College shall only have seniority from their most recent employment date.

4. In no event shall any employee accrue more than one year's seniority in any twelve month period.

5. In the event that two employees have equal seniority, the following shall apply:

- a. First initial appointment date will be the generic standard used in determining seniority.

b. If employees have identical first initial appointment dates and one receives tenure in an earlier semester, then the first employee to receive tenure on a semester basis has seniority.

c. If the initial appointment date and semester of tenure or lack of tenure are the same, then the person with more semesters of uninterrupted adjunct employment, in accordance with Section C.1, prior to the initial appointment date shall have seniority.

**CAYUGA COUNTY COMMUNITY COLLEGE  
FACULTY ASSOCIATION OF CAYUGA COMMUNITY COLLEGE  
1997-2004**

**ARTICLE II – Recognition**

The Cayuga County Community College Board of Trustees having determined that the Cayuga County Community College Faculty Association is supported by a majority of the faculty in a unit as defined in Article I, 11 above, hereby recognizes the Cayuga County Community College Faculty Association as the exclusive negotiating agent for all faculty members. This period of unchallenged representation shall extend to the maximum period allowed by law.

**ARTICLE X**

**5.3 Temporary** - In cases where it is known that a full-time position will be vacant for a period of one year or less or, in the case of a position made available through a grant-in-aid or other similar limited funding, with little or no chance of continuation after the specified period, the College may hire faculty on a temporary basis. These individuals will be given academic rank, but their date of termination will be specified in their appointment letter. Should an individual on temporary appointment subsequently be offered and accept a regular appointment for the semester immediately following the termination of his/her temporary appointment, the total period of service will be applied toward seniority/continuing appointment status.

**CITY UNIVERSITY OF NEW YORK  
PROFESSIONAL STAFF CONGRESS  
NOVEMBER 1, 2002 – SEPTEMBER 19, 2007**

**ARTICLE I - Recognition**

1.1 The PSC is recognized by the City University of New York for the effective period of this Agreement as the exclusive collective negotiating representative under the Public Employees' Fair Employment Act for the persons in the following titles:

Professor	Associate Registrar
Associate Professor	Assistant Registrar
Assistant Professor	Chief College Laboratory Technician
Adjunct Professor	Senior College Laboratory Technician
Adjunct Associate Professor	College Laboratory Technician
Adjunct Assistant Professor	Adjunct College Laboratory Technician
Adjunct Lecturer	College Physician
Non-teaching Adjunct (I-V)	Higher Education Officer
Lecturer	Higher Education Associate
Graduate Assistant ("A," "B," "C")	Higher Education Assistant
Instructor	Assistant to Higher Education Officer
Instructor (Nursing Science)	Chairperson of College Departments
Research Associate	Distinguished Professor
Research Assistant	Substitute (full-time title)
Senior Registrar	University Professor
Registrar	Distinguished Lecturer

In the Hunter College Elementary School and Hunter College High School:

Chairperson of Department	Teacher of Library
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Teacher  
Assistant Teacher  
Substitute Teacher  
Temporary Teacher  
Teacher (hourly)

College Laboratory Technician  
Placement Director  
Educational and Vocational Teacher  
Guidance Counselor

And in the Early Childhood Centers: Teacher, Assistant Teacher

The following titles are included in the unit, but excluded from the provisions of the agreement with the exception of Articles 3, 4, 20\*, 21\*\*, 24.3, 26, 27, 34, 38, 39, 40, 41, and 42.

Medical Professor (basic sciences)	Adjunct Medical Professor (basic sciences)
Associate Medical Professor (basic sciences)	Adjunct Associate Medical Professor (basic sciences)
Assistant Medical Professor (basic sciences)	Adjunct Assistant Medical Professor (basic sciences)
Medical Professor (clinical)	Adjunct Medical Professor (clinical)
Associate Medical Professor (clinical)	Adjunct Associate Medical Professor (clinical)
Assistant Medical Professor (clinical)	Adjunct Assistant Medical Professor (clinical)
Medical Lecturer	Adjunct Medical Lecturer

\* Effective August 25, 2006. Before August 25, 2006 only Article 20.3 applies.

\*\* Effective August 25, 2006

The following titles are included in the unit, but excluded from the provisions of the Agreement with the exceptions of Articles 3, 4, 8, 20, 21, 23.1, 23.4, 24.3, 26, 27, 35, 38, 39, 40, 41, 42 and 43.

Law School Professor	Law School Adjunct Associate Professor
Law School Associate Professor	Law School Adjunct Assistant Professor
Law School Assistant Professor	Law School Non-teaching Adjunct I, II, III
Law School Instructor	Law School Lecturer
Law School Adjunct Professor	Law School Library Professor
Law School Library Professor	Law School Library Associate Professor
Law School Library Assistant Professor	

The Following titles are included in the unit, but excluded from the provisions of the Agreement with the exception of Articles 20, section 20.3, 36, 38, 39, 40 and 41.

Resident Professor	Resident Instructor
Resident Associate Professor	Resident Lecturer
Resident Assistant Professor	

The following title is included in the unit, but excluded from the provisions of the Agreement with the exception of Articles 3, 4, 7, 8, 17, 38, 39, 40, 41, and 43.

Continuing Education Teacher

Employees in the following titles in the Educational Opportunity Centers are included in the unit, but excluded from the provisions of the Agreement except as provided in the Supplemental Agreement attached hereto.

EOC Lecturer	EOC HEO Series
EOC Assistant Registrar	EOC College Laboratory Technician
EOC Adjunct Lecturer	EOC Adjunct College Laboratory Technician
EOC Substitute (full-time title) titles	

The following title is included in the unit, but excluded from the provisions of the Agreement with the exception of Articles 1, 3, 4,, 8, 24.3, 26, 38, 39, 40, 41, 42, and 43.

Visiting (full-time title) one-half to full-time

Effective August 25, 2006, the following title in the Hunter College Elementary School and Hunter College High School is included I the unit, but excluded from the provisions of the Agreement with the

exception of Articles 1, 3, 4, 8, 24.5(a), 38, 39, 4j0, 41, 42, and 43:  
Occasional Per Diem Substitute Teacher

Employees in the following functions or titles are excluded:

Chancellor	Chief Librarian
Executive Vice Chancellor	Director (b)
Sr. Vice Chancellor	Provost
Vice Chancellor	Office of the Vice Chancellor for Faculty and Staff Rel
President	Office of the General Counsel of the Board of Trustees
Deputy to the President	Labor Designees (c.)
Sr. Vice President	Office of the Labor Designee (d.)
Vice President	Affirmative Action Officer
Assistant to Vice President	Personnel Directors
Dean	Office of the Personnel Director (e.)
Associate Dean	Administrative Series
Assistant Dean	Dean of CUNY Law School
Principal-Hunter College, Elementary and High Schools	Dean of CUNY Medical School
Director of Campus School	Business Manager (f.)
Executive Assistants to:	Hunter College Campus Schools
The Board Chair Person	Assistant Principal
Chancellor	Administration (g.)
Executive Vice Chancellor	Dean of Executive Search and Evaluation
Sr. Vice Chancellor	University Office of Executive Search and Evaluation
Vice Chancellors	Occupational Safety and Health Officer
College Presidents	Visiting (full-time title) less than one-half time
Sr. Vice President (a.)	
Vice President (a)	
Office of the Chancellor	
Office of the Secretary of the Board of Trustees*	

\* Exclusion of the Office of the Chancellor and the Office of the Secretary of the Board of Trustees is effective August 25, 2006.

EOC Director, Associate Director, Assistant Director, Coordinator (i)

- (a.) Not more than one excluded Executive Assistant per Vice President.
- (b.) University Directors SEEK and CD Directors, Educational Opportunity Center Directors, Student Center Directors, Public Relations Directors, Security Directors, and Directors and Continuing Education.
- (c.) Not more than a number equal to two times the number of colleges, plus two (for the central office).
- (d.) Not more than a two members of the instructional staff in addition to the Labor Designee.
- (e.) Not more than four members of the instructional staff in addition to the Personnel Director.
- (f.) Not more than one per campus.
- (g.) Not more than one in the Humber College Elementary School and not more than two in the Hunter College High School
- (h.) Not more than two members of the instructional staff in addition to the Dean of Executive Search and Evaluation.
- (i) Number of coordinators not to exceed those specified in contract between SUNY and the individual college.

1.2 It is understood that nothing contained in this Article shall be construed to prevent the Board of Trustees of the City University of New York, (hereinafter referred to as the "Board") or any University official from meeting with any individual or organization to hear views on any matters, except that as to matters so presented which are proper subjects of collective negotiations, and covered by a term of this Agreement, any changes or modifications shall be made only through negotiation and agreement with the PSC.

#### **ARTICLE 10 – Schedule for notification of reappointment of non-reappointment**

3. Persons in adjunct titles hired on a semester basis shall receive such notice on or before December 1 in the fall semester or May 1 in the spring semester. Such notification of appointment shall be subject to sufficiency of registration and changes in curriculum which shall be communicated to the employee as soon as they are known to the appropriate college authorities.

An employee who has served as an adjunct in the same department of the college for not fewer than six (6) consecutive semesters (exclusive of summer sessions) during the three (3) year period immediately preceding the appointment, to whom the college intends to offer another appointment, shall be notified on or about May 15 of appointment for both the following Fall and Spring semester. Such notification of appointment shall be subject to sufficiency of registration and changes in curriculum in each semester, which shall be communicated to the employee as soon as they are known to the appropriate college authorities. Such notification shall also be subject to all other conditions of employment including, but not limited to the workload provisions of Article 15.2.

#### **ARTICLE II – Classification of Titles**

11.4 The titles of Adjunct College Laboratory Technician, Adjunct Lecturer, Adjunct Assistant Professor, Adjunct Associate Professor or Adjunct Professor shall be used for people who are not full-time members of the City University of New York faculty and who teach part-time assignments in the University. The assignment of title shall depend on meeting the relevant qualifications as stipulated by the Bylaws of the Board.

#### **ARTICLE 14 - Leaves and Holidays**

14.8 Adjunct classroom teachers and teachers on multiple position assignments employed for a course of may be excused for personal illness or personal emergencies including religious observance, death in the immediate family or similar personal needs which cannot be postponed for a period of 1/15 of the total number of clock hours in the particular session or semester. Request for such leave, where possible, must be made in advance, in writing. If it is not possible to make such a request in advance, the department chairperson should be informed as soon as possible. The reason provided must be satisfactory to the chairperson.

Effective August 25, 2006, adjunct classroom teachers, teachers on multiple position assignments employed for a course, non-teaching adjuncts including full-time instructional staff on non-teaching multiple position assignments and adjunct College Laboratory Technicians including full-time instruction staff in adjunct college laboratory multiple position assignments may be excused for personal illness or personal emergencies including religious observance, death in the immediate family or similar personal needs which cannot be postponed for a period of 1/15 of the total number of clock hours in the particular session or semester. Request for such leave, where possible, must be made in advance, in writing. If it is not possible to make such a request in advance, the department chairperson or supervisor should be informed as soon as possible. The reason provided must be satisfactory to the chairperson or supervisor.



## **ARTICLE 15 – Workload**

### **15.2 Workload for part-time members of Instructional Staff.**

a. A person appointed to an Adjunct title is not a full-time employee of The City University of New York. Employment in an adjunct position or a combination of adjunct positions shall not constitute a full-time position. Adjunct Lecturers or Adjuncts in other titles, excluding Graduate Assistants, shall not be assigned a total of more than nine (9) classroom contact hours during a semester in one unit of The City University of New York. In addition, such adjunct may be employed to teach a maximum of one course of not more than six (6) hours during a semester at another unit of The City University of New York.

b. Adjunct Professors, Adjunct Associate Professors, Adjunct Assistant Professors, Adjunct Instructors and Adjunct Lecturers who are assigned a teaching workload of six (6) or more contract hours at the same college, will be paid at the appropriate teaching adjunct rate of pay for one (1) additional hour per week in order to engage in professional assignments related to their academic responsibilities, such as office hours, professional development, participation in campus activities and training. It is understood that the professional hours for adjuncts provided herein shall not be counted toward the maximum adjunct teaching hours in section 15.2 of this Agreement. This provision does not apply to full-time instructional staff who teach a course as a multiple position.

## **ARTICLE 16 – Temporary Disability or Parental Leave**

16.3(c) Persons employed on fractional schedules shall have their temporary disability leave and accumulated temporary disability leave prorated.

## **ARTICLE 17 – Jury Duty**

Employees who are required to serve on a jury, or are required to report to Court in person in response to a jury duty summons, or are required to report for jury examination, or to qualify for jury duty, shall receive their regular salary during such absences provided that they remit to the University an amount equal to the compensation received by them, if any, for jury duty.

## **ARTICLE 18 – Professional Evaluation**

### **18.3 Annual Evaluations**

After four (4) semesters of service annual evaluation for adjunct personnel shall be held at the request of the chairperson or the adjunct, provided, however, that if such evaluations are conducted at the request of the adjunct, such evaluations may not be conducted more than once every four semesters.

## **ARTICLE 21 – Disciplinary Actions**

21.11 Adjuncts shall be subject to discharge for just cause, subject to the Grievance and Arbitration article and not to Article 21 of this Agreement.

## **ARTICLE 22 – Increased promotional Opportunities**

22.3 Qualified members of this unit in adjunct titles who are recommended for reappointment and promotional reclassification in accordance with established criteria and procedures shall be so reclassified, subject to Board approval.

## **ARTICLE 24 – Salary Schedules**

24.2 (b) An Adjunct in a teaching or non-teaching title who on July 1, shall have served six semesters University-wide over a period of the preceding three years and who has not received a movement within schedule to the next higher dollar amount. For the purpose of this paragraph, a semester added to Article 24

which contains rates applicable to employees who are remunerated at a rate of 60% of the adjunct or hourly rate.

(1) Effective August 25, 2006, where an adjunct's continuous appointments in a teaching or non-teaching title are immediately followed by an appointment to a Substitute full-time position on the instructional staff with no break in service, and the period of Substitute service is immediately followed by continuous appointment to an adjunct teaching or non-teaching title with no break in service, the period of adjunct service immediately preceding the Substitute appointment will be added to the continuous adjunct service immediately following the Substitute service, as though there were no break in adjunct service for the purpose of determining eligibility for a movement within schedule.

(2) Effective August 25, 2006, the college shall notify each adjunct instructional staff member of his/her title and hourly rate of pay in his/her appointment letter. In the adjunct instructional staff member believes that the hourly rate of pay is incorrect, he/she will so notify the college's Office of Human Resources. If the adjunct notifies the college's Office of Human Resources within 30 days of the first day of the semester, any adjustment in the hourly rate of pay will be made retroactive to the first day of the semester.

### ADJUNCT AND HOURLY RATES

<b>Chief College Laboratory Technician, Adjunct Chief College Laboratory Technician</b>				
<b>10/31/2002</b>	<b>5/1/2004</b>	<b>5/1/2005</b>	<b>5/1/2006</b>	<b>9/19/2007</b>
30.33	31.09	31.94	32.90	33.20
31.55	32.34	33.23	34.22	34.54
32.80	33.62	34.54	35.58	35.91
36.52	37.54	38.57	39.72	40.09
39.67	40.66	41.78	43.03	43.43

<b>Senior College Laboratory Technician, Adjunct Senior College Laboratory Technician</b>				
<b>10/31/2002</b>	<b>5/1/2004</b>	<b>5/1/2005</b>	<b>5/1/2006</b>	<b>9/19/2007</b>
26.10	26.75	27.49	28.31	28.57
27.15	27.83	28.59	29.45	29.72
28.22	28.93	29.72	30.61	30.89
30.50	31.26	32.12	33.09	33.39
32.80	33.62	34.54	35.58	35.91

<b>College Laboratory Technician, Adjunct College Laboratory Technician</b>				
<b>10/31/2002</b>	<b>5/1/2004</b>	<b>5/1/2005</b>	<b>5/1/2006</b>	<b>9/19/2007</b>
21.16	21.69	22.29	22.95	23.17
21.99	22.54	23.16	23.85	24.07
22.89	23.46	24.11	24.83	25.06
25.91	26.56	27.29	28.11	28.37
28.98	29.70	30.52	31.44	31.73

### ADJUNCT AND HOURLY PROFESSIONAL RATES

<b>Instructor, Lecturer, Adjunct Lecturer</b>				
<b>10/31/2002</b>	<b>5/1/2004</b>	<b>5/1/2005</b>	<b>5/1/2006</b>	<b>9/19/2007</b>
53.60	54.94	56.45	58.14	58.68
55.74	57.13	58.70	60.47	61.02
57.99	59.44	61.07	62.91	63.49
60.58	62.09	63.80	65.72	66.32
63.18	64.76	66.54	68.54	69.17

<b>Assistant Professor, Adjunct Assistant Professor</b>				
<b>10/31/2002</b>	<b>5/1/2004</b>	<b>5/1/2005</b>	<b>5/1/2006</b>	<b>9/19/2007</b>
60.79	62.31	54.02	65.94	66.55
63.22	64.81	66.59	68.59	69.22
65.76	67.40	69.26	71.34	71.99
68.34	70.05	71.97	74.13	74.82
<b>Associate Professor, Adjunct Associate Professor</b>				
<b>10/31/2002</b>	<b>5/1/2004</b>	<b>5/1/2005</b>	<b>5/1/2006</b>	<b>9/19/2007</b>
65.55	67.19	69.04	71.11	71.76
68.18	69.88	71.81	73.96	74.64
70.91	72.68	74.68	76.92	77.63
73.52	75.36	77.73	79.75	80.49
76.07	77.97	80.12	82.52	83.28

<b>Professor, Adjunct Professor</b>				
<b>10/31/2002</b>	<b>5/1/2004</b>	<b>5/1/2005</b>	<b>5/1/2006</b>	<b>9/19/2007</b>
72.70	74.52	76.57	78.86	79.59
75.60	77.49	79.62	82.01	82.77
78.64	80.61	82.82	85.31	86.09
81.24	83.27	85.56	88.13	88.94
83.81	85.91	88.27	90.92	91.75

<b>Non-Teaching Adjunct 1 and II*, Instructor, Lecturer</b>				
<b>10/31/2002</b>	<b>5/1/2004</b>	<b>5/1/2005</b>	<b>5/1/2006</b>	<b>9/19/2007</b>
32.16	32.96	33.87	34.89	35.21
33.44	34.28	35.22	36.28	36.61
34.79	35.66	36.64	37.74	38.09
36.35	37.26	38.28	39.43	39.80
37.91	38.86	39.93	41.12	41.50

<b>Non-Teaching Adjunct III*, Assistant Professor</b>				
<b>10/31/2002</b>	<b>5/1/2004</b>	<b>5/1/2005</b>	<b>5/1/2006</b>	<b>9/19/2007</b>
36.47	37.38	38.41	39.56	39.93
37.94	38.89	39.96	41.16	41.54
39.46	40.45	41.56	42.81	43.20
41.00	42.03	43.18	44.48	44.89

<b>Non-Teaching Adjunct IV*, Associate Professor</b>				
<b>10/31/2002</b>	<b>5/1/2004</b>	<b>5/1/2005</b>	<b>5/1/2006</b>	<b>9/19/2007</b>
39.33	40.31	41.42	42.66	43.06
40.91	41.93	43.09	44.38	44.79
42.55	43.61	44.81	46.16	46.58
44.11	45.21	46.46	47.85	48.29
45.64	46.78	48.07	49.51	49.97

<b>Non-teaching Adjunct V*, Professor</b>				
<b>10/31/2002</b>	<b>5/1/2004</b>	<b>5/1/2005</b>	<b>5/1/2006</b>	<b>9/19/2007</b>
43.62	44.71	45.94	47.32	47.75
45.36	46.49	47.77	49.21	49.66
47.18	48.36	49.69	51.18	51.65
48.74	49.96	51.33	52.87	53.36
50.29	51.55	52.96	54.55	55.06

\* Applicable to others titles described in 24.7, Assigned Overtime Rates.

## **ARTICLE 26 – Welfare Benefits**

26.6 The University and the PSC agree that the health benefits for qualified adjuncts shall be available to those non-teaching adjuncts who are working ten or more hours per week and who have worked ten or more hours for two consecutive semesters and to those teaching adjuncts who are teaching six or more hours (or the equivalent) in the semester and who have taught one or more courses for two consecutive semesters (not including Summer Sessions) provided that said non-teaching and teaching adjuncts are not covered by other primary health care insurance provided by or through another source. Adjuncts, who establish eligibility as provided in this paragraph which is based upon CUNY-wide service, shall be eligible to receive benefits in the third consecutive semester. Such benefit shall be partially contributory by the employee. The amount of the employee's contribution shall depend upon available funding and the number of eligible employees.

Effective August 25, 2006, where an adjunct's continuous appointments in a teaching or non-teaching title are immediately followed by an appointment to a Substitute full-time position on the instructional staff with no break in service, and the period of Substitute service is immediately followed by continuous appointment to an adjunct teaching or non-teaching title with no break in service, the period of adjunct service immediately preceding the Substitute appointment will be added to the continuous adjunct service immediately following the substitute service, as though there were no break in adjunct service, for the purposes of determining eligibility for health benefits under this section.

An adjunct who has established eligibility for this health benefit shall lose eligibility if in any two out of three academic years the adjunct is employed in only one semester of the year at CUNY.

Effective February 1, 1986, an amount of money equal to one quarter of one percent (.25%) of the aggregate unit salaries shall be paid each year for health insurance benefits to the PSC for this welfare fund health benefit for eligible adjuncts.

Effective August 1, 2002, the additional amount of \$1,534,404 per annum will be paid by the University to the PSC-CUNY Welfare Fund; a pro rata share will be paid monthly.

## **ARTICLE 30 – Facilities and Services**

30.3 Subject to appropriate governmental approval of Master Plans providing for the same, design specifications for the construction of new facilities for the use of members of the instructional staff shall provide for:

- (a) A minimum of 120 square feet of office space for the use of each full-time member of the faculty for whose use the faculty is designed.
- (b) An office desk, chair, file drawers, a telephone and book shelves for each full-time member of the faculty.
- (c) Dining facilities and an instructional Staff lounge on each campus; and
- (d) Appropriate facilities for adjuncts. On campuses where capacity exists, teaching adjunct instructional staff will be provided with a CUNY e-mail address. The colleges will use feasible, to include them in department directories.

### **Appendix C**

#### **GUIDELINES FOR THE IMPLEMENTATION OF THE ADJUNCT PROFESSIONAL DEVELOPMENT FUND**

1. Effective September 1, 2006, the PSC will establish an Adjunct Professional Development Section Committee that will be responsible for reviewing applications and making the professional development grants from the Adjunct Professional Development Fund. Applications will be received and grants awarded on a rolling basis.
2. The Adjunct Professional Development Selection Committee will be responsible for accounting to the PSC

for the expenditure of the funds. At the end of each CUNY fiscal year (i.e., June 30), the PSC will provide an accounting of the use of the funds to the President of the PSC and the Vice Chancellor for Faculty and Staff Relations. This accounting will include the following information: 1) the name of each recipient, 2) the amount of the grant, 3) the specific purpose for which the grant was made, 4) an itemized accounting of other (i.e., administrative) expenditures, 5) the opening balance of the account and 6) the closing balance of the account.

3. An adjunct faculty member who is teaching six or more classroom contact hours in the semester and has taught one or more courses for the two most recent consecutive semesters (not including summer session) shall be eligible to apply for a grant from the Adjunct Professional Development Fund. To be eligible for a grant that would be used during an intersession or summer session period when not otherwise employed at the college, and adjunct must meet the above stated eligibility requirements and in addition must have been notified of reappointment for the next consecutive semester. Continuing education teachers who are appointed to a position that will continue for a period of more than six months and that requires them to teach a minimum of 20 hours per week and who have taught in such an appointment for the two most recent consecutive semesters (not including summer session) shall also be eligible to apply for a grant from the Adjunct Professional Development Fund.

4. Eligible employees will apply by using a standard application form. The application will explain how the professional development activity is related to the employee's position at the University and to the employee's own professional development. A grant for a professional development Activity that conflicts with the employee's teaching responsibilities will not be awarded.

5. Applications must have the approval of one chairperson of a department that is employing the adjunct before being submitted to the Adjunct Professional Development Selection Committee. If the Chairperson does not approve the application, he/she must provide an explanation for the disapproval.

6. Applications must be approved by the Adjunct Professional Development Selection Committee before the funded professional development activity commences. Funds will be disbursed to the employee only upon submission of documentation acceptable to the Adjunct Professional Development Selection Committee.

7. The maximum award for professional development activities in any academic year to an individual is \$3,000. Preference will be given to employees who have not previously received professional development funds and to employees with long service to the University. Up to \$3,000 annually may be spent from the Fund to reimburse for administrative expenses. The PSC will provide an annual itemized accounting of these expenses.

**\*\* These are separate salary schedules for the Medical Series and CUNY Law School and Educational Opportunity Centers.**

**COLUMBIA GREENE COMMUNITY COLLEGE  
FACULTY ASSOCIATION, NEA  
SEPTEMBER 1, 2003 – AUGUST 31, 2007**

- *Full-time only - No mention of part-time*

**CORNELL ILR  
CORNELL ADJUNCT FACULTY ALLIANCE  
SEPTEMBER 1, 2005 – JUNE 30, 2006**

*Part 1 – New York City, Westchester, Rockland, Orange, Dutchess and Long Island*

*(The entire contact Part 1 and 2 is 49 pages – for this study, significant sections are excerpted only – the entire contact may be obtained by contact NYSUT Research and Educational Services Department).*

## **ARTICLE 2 - Recognition**

The Employer recognizes the Union as the exclusive collective bargaining representative for all adjunct faculty (excluding the off-campus college program) who are either currently employed or on a seniority list in the labor studies program at any and all locations in New York City, Westchester County, Rockland County, Orange County, Dutchess County or Long Island.

## **ARTICLE 21 - WAGES**

1. Wages shall be paid in accordance with the following rates:

	<u>1.5 credit course</u>	<u>3 credit course</u>
Effective 9/1/05	\$2,073.00	\$4,147.00
Effective 9/1/06	\$2,135.00	\$4,271.00

2. Payment of wages shall be made in two equal installments: one installment at the end of the sixth week of the trimester or at the end of the eighth week of the semester, and one installment no later than ten (10) days after the end of the trimester or semester. This second payment will be made to the instructor only upon the completion of the trimester's or semester's work, including the provision of grade reports to the university.

3. In the event that an adjunct instructor has a course where the registration exceeds 31 students at the beginning of the class, or is increased beyond this number after the course begins, the teacher shall receive an additional \$100.00 in salary for teaching that course.

## **ARTICLE 23 - Sick Leave and Temporary Leave**

1. If due to illness an adjunct instructor is absent from class it shall be his/her responsibility to reschedule the class in consultation with his/her Program Coordinator or the New York City or Long Island Director to provide a substitute teacher for the class session to be missed. If the teacher arranges for a substitute there shall be no loss of compensation and the Employer shall reimburse the substitute for his/her services.

2. All valid requests for temporary leave will not be unreasonably denied. The program director and the adjunct instructor will decide whether to reschedule the affected class or arrange for a substitute.

## **ARTICLE 28 – Class Size**

The maximum number of students that may register for any course section shall be thirty-five (35) students

## **ARTICLE 29 – Textbook Reimbursement**

The Employer shall pay for the adjunct instructor's copy of books assigned by the adjunct instructor to be read by the students in a course. Should the Employer order books for use in a class, the Employer shall also order at no cost to the adjunct instructor, his/her copy. If books are not ordered by the employer, the adjunct instructor shall submit a receipt for the purchase of the book, and reimbursement shall be made by the employer.

## **ARTICLE 30 – Tax Deferred Annuity Program**

Adjunct faculty shall have the right to participate in any of the tax deferred annuity programs maintained by the Employer. The Employer shall maintain a TDA program that allows for the participation of bargaining unit members.

## **ARTICLE 31 – Curriculum Development Fund**

The employer shall establish and maintain a Curriculum Development Fund (CDF). Such fund shall be funded by the employer at the rate of \$150.00 per course taught by a non-member of the bargaining unit, pursuant to Article 6. The purpose for the CDF is to provide a mechanism where by the Employer shall compensate members of the bargaining unit for developing new courses or redeveloping existing courses, and for performing work designed to enrich the teaching skills, abilities and competencies of members of the bargaining unit. Only members of the bargaining unit who have achieved seniority shall be eligible to receive compensation out of the CDF. The employer shall entertain and consider all proposals submitted by members of the bargaining unit for compensation by the CDF, and the employer shall be required to request proposals from members of the bargaining unit at least once each academic year for services to be performed. While the choice and selection of the topic and the individual to perform the work shall remain the sole prerogative for the Employer and shall not be subject to the grievance and arbitration clauses, except for the requirement that the individual be a member of the bargaining unit with seniority, a committee shall be established with representatives of the Union to develop the criteria for making such selections and for determining the compensation to be paid out of the fund for services. The employer agrees to provide an accounting once a year to the Union, of expenditures made out of the CDF.

## **PART 2 – GREAT LAKES, CENTRAL NY AND ALBANY REGION**

### **ARTICLE 2 - Recognition**

The Employer recognizes the Union as the representative for negotiations with respect to rates of pay, salaries, grievances and other terms and conditions of employment for all adjunct faculty who have taught at least one labor program credit course for the employer in the Great Lakes (buffalo/Rochester), Central New York (Ithaca/Syracuse) and Albany Regions.

### **ARTICLE 19 - Wages**

1. The following wage schedule will apply during this agreement:

	<u>2004-05</u>	<u>2006-06</u>	<u>2006-07</u>
1.5 Credit Course	\$1,700	1,750	1,800
3.0 Credit Course	\$3,200	3,400	3,600

Adjuncts who have been paid more than the 2004-05 wage schedule for 3.0 credit courses will be grandfathered at their current rate until the 2005-06 academic year in which case they will follow the above listed schedule from that point forward.

2. In addition, the Employer will pay a lump sum of \$250.00 to an instructor who is teaching the same course for the fourth time and each time thereafter. For the purposes of calculating eligibility for this payment, all instruction prior to the signing of this agreement shall count toward that eligibility.

3. Adjunct instructors who agree to teach independent student students will be aid one-half of the tuition rate in effect at the time of instruction for each student taught.

4. Payment of wages shall be made in two equal installments: one installment at the end of the mid point of the course and one installment no later than ten (10) days after the end of the course. This second payment will be made to the instructor only upon the completion of the course's work, including the provision of grade reports to the employer.

5. In the event that an adjunct instructor has a course where the registration exceeds 31 students at the beginning of the class, or is increased beyond this number after the course begins, the teacher shall receive an additional \$100.00 in salary or teaching tat course.

## **ARTICLE 21 – Sick Leave and Temporary Leave**

1. If due to illness an adjunct instructor is absent from class it shall be his/her responsibility to reschedule the class in consultation with her/his Program Coordinator or provide a substitute teacher for the class session to be missed. If the teacher arranges for a substitute there shall be no loss of compensation, but it will be the Instructor's responsibility to compensate the substitute, if they so choose.
2. All valid requests for temporary leave will not be unreasonably denied. The program director and the adjunct instructor will decide whether to reschedule the affected class or arrange for a substitute.

## **ARTICLE 25 – Class Size**

The maximum number of students that may register for any course section shall be thirty-five (35) students.

## **ARTICLE 26 – Textbook Reimbursement**

The employer shall pay for the adjunct instructor's copy of books assigned by the adjunct instructor to be read by the students in a course. Should the Employer order books for use in a class, the employer shall also order at no cost to the adjunct instructor, his/her copy. If books are not ordered by the Employer, the adjunct instructor shall submit a receipt for the purchase of the book and reimbursement shall be made by the Employer.

## **ARTICLE 27 – Retirement Program Option**

To the extent permissible by law, the adjunct instructors will be permitted to enroll in the New York State Teachers' Retirement System or TIAA/CREF. The instructor may request payroll deduction any employee contribution required.

## **ARTICLE 28 – Professional and Curriculum Development**

1. The employer commits to annual professional development workshops for adjuncts. The employer and union shall create a joint staff development committee to determine, no later than December 1, 2004, appropriate training topics, materials and presenters.
2. The employer agrees to pay adjunct instructors \$500.00 for each new course that is developed and approved by the Employer for instruction.

**CORNING COMMUNITY COLLEGE  
PROFESSIONAL EDUCATORS  
SEPTEMBER 1, 2004 – AUGUST 31, 2007**

## **Recognition**

The College recognizes the PECCC as the lawfully designated exclusive representative of employees of the College for the purposes of collective negotiations in a unit including all full-time teaching faculty whose teaching workload consists of at least 7.5 Credit Hour Equivalents for the Fall semester, as determined on the first day of classes of the Fall semester. PECCC members on sabbatical or paid leave, other than Administrative Leave, as defined in section 8.7 of this Agreement, remain members of the PECCC during their leave. For the purposes of this Agreement, "Faculty" will be defined as members of the PECCC.



**DOWLING COLLEGE**  
**THE ASSOCIATION OF DOWLING ADJUNCTS**  
**FEBRUARY 1, 2004 – JANUARY 31, 2007**

1. The Association of Dowling Adjunct (hereinafter referred to as the "Association") is recognized as the exclusive bargaining representatives with respect to wages, hours, and other terms and conditions of employment of Dowling College (hereinafter referred to as the "College") adjunct faculty who are employed at its Oakdale and Brookhaven campuses. All other employees of the College are excluded from this Agreement, along with any employee of the Dowling Institute, or the Labor-Management Center.

The College will not challenge the Association's status as the sole bargaining representative of the adjunct faculty during the life of this agreement.

2. Term

The term of the agreement shall be for three (3) years, commencing on February 1, 2004, and terminating on January 31, 2007.

3. Assignments

Adjunct faculty assignments shall be made in the discretion of the CAO, or his designee, upon completion by the CAO, or his designee, of all full time faculty regular and overload assignments. No adjunct faculty will be assigned by the CAO his designee, to more than twenty-one (21) credits during the fall and winter/spring semesters of a particular academic year.

4. Office Hours

Unit members shall schedule and post office hours in the event the College has sufficient office space to provide the unit member with an office space. In the event the unit member is not assigned an office space, the unit member shall schedule appointments with students at the specific request of a student, at a mutually convenient location on a campus of Dowling. In the latter event, and upon timely request, the Administration will endeavor to provide the unit member with a place to hold the student requested meeting.

5. General Operating Conditions

- A. In order to insure an efficient and well-functioning relationship between the Association and College, the College shall provide the following: Each academic year, by the second week of classes, the CAO will provide the association with a listing of adjunct faculty who were employed by the college during the previous academic year, denoting the length of service and the department each adjunct is part of.

B. Dues Deduction

The College agrees during the term of this agreement to deduct monthly Association dues uniformly required as a condition of membership in the chapter in such amounts as are certified to it by the Secretary-Treasurer of the Association, from the salary of each adjunct faculty member who executes a voluntary written authorization for such deduction. Such deduction shall commence with the first possible bi-weekly salary payment in the second month of the semester in which the executed authorization form is submitted to the College and one-half of such monthly amount of dues shall be deducted from each bi-weekly payment and thereafter so long as such authorization shall remain in effect. The College, shall, on or before the 15<sup>th</sup> of each month, remit to the Association all amounts so deducted during the preceding month.

The provision of this paragraph shall be in effect in accordance and consistent with applicable provisions

of State and Federal law. The Association shall indemnify and save the College harmless against any and all claims, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the College for the purpose of complying with any of the provisions of this paragraph, or in reliance upon any list, notice or assignment furnished under any such provisions.

### C. Agency Fee

The Association is entitled to collect an agency fee consistent with the limitations provided by law. The College, upon appropriate notification by the Association shall make the necessary payroll deductions. The Association agrees to indemnify the College and hold it harmless for any liability or expense that it incurs as a result of this provision.

## 6. Salary

### A. Rates

#### First Year (9/1/03 to 1/31/05)

<u>Lecturer</u>		<u>Assistant</u>		<u>Associate</u>		<u>Professor</u>	
Entry:	\$690	Entry:	\$730	Entry:	\$770	Entry:	\$810
Maximum	\$730	Maximum	\$770	Maximum:	\$810	Maximum:	\$850

#### Second Year (12/1/05 to 1/31/06)

<u>Lecturer</u>		<u>Assistant</u>		<u>Associate</u>		<u>Professor</u>	
Entry:	\$720	Entry:	\$760	Entry:	\$800	Entry:	\$840
Maximum	\$760	Maximum	\$800	Maximum:	\$840	Maximum:	\$880

#### Second Year (2/1/06 to 1/31/07)

<u>Lecturer</u>		<u>Assistant</u>		<u>Associate</u>		<u>Professor</u>	
Entry:	\$730	Entry:	\$770	Entry:	\$810	Entry:	\$850
Maximum	\$770	Maximum	\$810	Maximum:	\$850	Maximum:	\$890

Notwithstanding the commencement date of this agreement, the foregoing wage rates shall be retroactively effective on September 1, 2003.

### B. Promotion

- 1) If after the completion of eight (8) semesters at the entry level indicated above, the Unit member shall be granted the maximum rate for the rank they possess.
- 2) Promotion to the next rank, upon application, may be made in accordance with College procedure. The procedure itself and decisions made while applying the procedure will not be grievable or arbitral.

### C. Direct Deposit

The college will provide Unit members with direct deposit of their wages according to College Practice.

## **7. Management Rights**

The Association acknowledges that the Board of Trustees and the President together have the sole right of management of the College. Hence, unless expressly set forth herein, none of the terms and provisions of this Agreement shall be deemed or determined, nor have the effect in any way of interfering with, impairing nor limiting:

1. the exercise of the rights, duties, authority, and obligations of the Board of Trustees and President.
2. the exercise of Board of Trustee or presidential discretion and/or judgment in the application and administration of the terms and provision of this agreement provided the exercise of discretion and/or judgment is not arbitrary.

Further, it is recognized that the management of the College, the control of its properties, and the maintenance of order and efficiency are solely responsibilities of the Board of Trustees and President. The Board and President retain all rights and authority, except as they may be specifically and expressly modified in this Agreement, including but not limited to selection and direction of the work force; the granting of assignments to adjunct faculty; the summary discipline or discharge of adjunct faculty; the determination of the qualifications for employment; the determination of work standards and the quality of work; the determination of curriculum; the determination of the number and location for facilities, stations, etc.; the determination of the work to be performed and the amount of supervision necessary; the right to purchase services of others, by contract or otherwise; and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

## **8. Grievance and Arbitration Procedures**

### **A. Definition**

A grievance is a claim based upon the meaning, interpretation or application or a claim violation of an express provision of this Agreement.

### **B. Procedure**

STEP 1 (informal) – A member of the Association who believes he/she has a complaint shall discuss the matter promptly with Association President and/or designee(s) who will attempt to resolve the matter informally with relevant representatives of the College. Should the matter not be satisfactorily resolved after such discussion, the Association may file a grievance at Step 2.

STEP 2(a) - In the event the Association desires to proceed further with a matter not satisfactorily resolved at Step 1, the grievance shall be reduced to writing, signed by the Association President and delivered to the CAO. The grievance must be delivered within 45 days after occurrence of the event which gave rise to the complaint/dispute.

STEP 2(b) – As soon as practicable thereafter, the matter shall be discussed at a meeting between the Association President (and such other representatives of the Association as he/she shall designate) and College designated representatives. Promptly following conclusion of such meeting, the College or Association, as the case may be, shall give its answer to the grievance in writing to the Association and grievant. The answer shall be delivered, in writing within 30 days of receipt of the written grievance.

STEP 3 – Any grievance which the Association asserts is unresolved after Step 2, may be submitted to advisory arbitration. The parties shall meet thereafter for the purpose of agreeing upon an impartial arbitrator. If the parties are unable to agree upon an impartial arbitrator, either party may request the American Arbitration Association to appoint an arbitrator in accordance with its then prevailing rules for voluntary labor arbitration. The Arbitrator shall hold a hearing on a date and at a time and place mutually agreeable to the arbitrator and the parties. The Arbitrator shall limit his/her award and decision strictly to the claimed violation of the express provision(s) of the Agreement submitted to him/her, and the arbitrator shall be

without power or authority to make any decision:

- (1) Contrary to, or inconsistent with, or modifying, violating, or varying in any way, the terms and provisions of this Agreement.
- (2) Overruling the exercise of discretion by the CAO, President or Board of Trustees under the terms and provisions of this Agreement so long as there is substantial evidence in the record supporting the determination made, or that the determination was not Arbitrary or capricious.

STEP 4 – The President shall accept or reject the advisory arbitration award and decision within forty-five (45) days of receipt thereof. The President's decision shall be transmitted in writing to the grievant and the Association.

## **9. Labor Management Committee**

Periodically, four (4) times each academic year, up to three (3) representatives of the Association shall meet with the provost and such other College representatives chosen by the Provost on a mutually agreeable date and time to discuss matters of mutual concern.

## **10. No Strike**

The Association expressly agrees that it will not encourage, participate in, or authorize any type of strike or job action at Dowling College during the term of this agreement.

## **11. Entire Agreement**

The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations and that the complete and entire understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, the College and the Association each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

# **DUTCHESS COUNTY COMMUNITY COLLEGE ADJUNCT UNIT OF DUTCHESS UNITED EDUCATORS 2004-2008**

## **ARTICLE I - Recognition**

Pursuant to Article XIV, Section 204 of the Civil Service Law, the Board of Trustees of Dutchess Community College (hereinafter referred to as the "Board of Trustees") acting on behalf of the local sponsor, recognizes Dutchess United Educators (hereinafter referred to as "DUE") as the exclusive bargaining representative for the purpose of collective negotiations concerning terms and conditions of employment for all adjunct faculty as defined by PERB certification.

## **ARTICLE VII - Benefits for Educators**

### **7.1 Professional Leave**

Adjunct lecturers shall be granted leave with pay of one class hour per semester for each class hour taught per week. Anyone teaching on an alternate schedule will be pro-rated accordingly. Said leave may be used because of illness, to conduct personal business, attend to family affairs, or observe religious holidays. This

leave shall not be cumulative.

#### 7.2 Retirement System

Adjunct lecturers may join the New York State Teachers<sup>1</sup> Retirement System (TRS) or the New York State Employees<sup>1</sup> Retirement System (ERS). If one of these elections is made, membership and contributions will be in accordance with state law and the rules of the individual plan.

Members of the TIAA/CREF who are full time employees of other SUNY units may participate in the TIAA/CREF, subject to the conditions noted above.

#### 7.3 Tuition Waiver

The College shall provide a tuition waiver program for adjunct faculty members for the term of this agreement only. The tuition waiver applies to credit courses only.

Members of the adjunct faculty who have taught a minimum of 10 semesters are eligible to take one credit course in each year in which they teach. In no case shall an adjunct faculty member be eligible to enroll in more than one credit course per year pursuant to this article.

In class sections where tuition waiver students are enrolled, the College will, where facilities permit, increase the class size above the maximum by a number equivalent to the number of tuition waiver students enrolled in that class section. In no case shall a particular class size be increased because of this article by more than three students without the faculty member's approval.

#### 7.4 Health Insurance

Members of the adjunct faculty who have taught a minimum of four consecutive semesters (excluding summer sessions) may participate in the College's health insurance program. The full cost of the plan will be paid by the adjunct faculty member.

#### 7.5 Mileage Reimbursement

Effective for all requests for mileage reimbursements submitted two (2) weeks after all parties have ratified the Agreement, educators will be reimbursed at the approved IRS rate for approved job-related travel in their personal automobile.

### **ARTICLE VIII - Responsibilities and Practices of Educators**

#### 8.1 Appointment

Adjunct faculty can be appointed on a one semester basis to teach up to a course load not to exceed the cost of nine lecture hours, in order to meet specific college needs. Full time faculty will be given preference on all course assignments. The Dean of Academic Affairs or his/her designee may waive this limitation.

#### 8.2 Orientation

A college-wide orientation program will be held each semester. Participation at orientation is mandatory for all adjunct faculty teaching for the first time for the College or for those who have not taught for the College for a period of four consecutive semesters. Additionally, participation in any departmental orientation as may be scheduled is also mandatory for those individuals.

#### 8.3 Faculty Evaluation

Adjunct faculty will receive written evaluations of their work in each of their first two semesters at the College and every alternate semester thereafter in which they have a teaching assignment. Evaluations will include, but not be limited to, classroom visits by the departmental supervisor and students<sup>1</sup> appraisals of teaching.

### **ARTICLE IX - Personnel Practices**

#### 9.1 Appointment and Termination

The appointment and termination with just cause of adjunct faculty shall be done by the President of the College upon the recommendation of the Office of the Dean of Academic Affairs in conjunction with the College Personnel Office.

#### 9.2 Personnel Files

The Office of Academic Affairs, in conjunction with the College Personnel Office, shall maintain a personnel

file for each adjunct faculty member. The files, except for pre-employment information, shall be open to the individual faculty member, pursuant to policies and procedures promulgated by the Board of Trustees.

### 9.3 Assignment of Classes

Normally, the assignment of a course to an adjunct lecturer will be on the basis of the number of consecutive semesters the adjunct has taught this course. Evaluations of adjunct lecturers will be considered.

## ARTICLE X - Salary

### 10.1 Terms

All adjunct faculty as defined by PERB CERTIFICATION shall receive salaries in accordance with the schedule as shown in Appendix B.

## APPENDIX B

### Adjunct Lecturer Salary Schedules

#### 2004-2005

<u>Lecture</u>	<u>Lab</u>	<u>Semesters of Experience</u>
720	539	1-6
800	600	7 +

#### 2005-2006

<u>Lecture</u>	<u>Lab</u>	<u>Semesters of Experience</u>
756	566	1-6
840	630	7 +

#### 2006-2007

<u>Lecture</u>	<u>Lab</u>	<u>Semesters of Experience</u>
756	566	1-6
878	658	7 +

#### 2007-2008

<u>Lecture</u>	<u>Lab</u>	<u>Semesters of Experience</u>
829	621	1-6
922	691	7 +

## DUTCHESS COUNTY COMMUNITY COLLEGE DUTCHESS UNITED EDUCATIONS FACULTY/ADMINISTRATORS 2004-2008

## ARTICLE I - Recognition

Pursuant to Article XIV, section 204 of the Civil Service Law, the Board of Trustees of Dutchess Community College (hereinafter referred to as the Board of Trustees), acting on behalf of the local sponsor, recognizes the Dutchess United Educators (hereinafter referred to as DUE) as the exclusive bargaining representative for the purpose of collective negotiations concerning terms and conditions of employment for all continuing or temporary full-time professors, associate professors, assistant professors, and instructors (hereinafter referred to as teaching educators.)

**EDUCATIONAL OPPORTUNITY CENTER ALLIANCE  
CAPITAL DISTRICT EDUCATIONAL OPPORTUNITY CENTER  
SEPTEMBER 1, 2002 – AUGUST 31, 2004**

- o *Not Covered – No mention of part-time*

**ERIE COMMUNITY COLLEGE  
FACULTY FEDERATION OF ERIE COUMMUNITY COLLEGE  
SEPTEMBER 1, 1995 – AUGUST 31, 2005**

**ARTICLE 1 - Recognition**

(a) The County of Erie (Erie County Executive and Erie County Legislature) and the Trustees of Erie Community College recognize the Faculty Federation of Erie Community College as the 'exclusive' bargaining agent for all of the professional employees listed below of the Erie Community College. Such recognition shall extend the periods of unchallenged representation for the maximum period authorized by law. The Employer and the Federation agree with the one-college concept.

Distinguished Professor  
Electronic Technician  
Instructor  
Professor

(c) Included in this bargaining unit effective September 1, 1989 are the following

Part-time classifications:  
Instructor  
Assistant Professor  
Associate Professor  
Professor  
Counselor/Sr. Counselor/Principal Counselor

**ARTICLE 26 – Part-Time Appointments**

A part-time employee is one who teaches no more than 24 contact hours per academic year or one who is employed in a non-teaching capacity, performing work, which is normally performed by employees covered by this agreement for less than 20 hours per week.

A part-time faculty member is one who receives a part-time appointment from the Board of Trustees and who normally is scheduled to teach 24 hours or less in an academic year.

**ARTICLE 58 - Insurance**

(A) Health Insurance. The Employer shall provide and pay the full cost of the Health Insurance Program listed in Option IA and IB below for each employee covered under this contract in accordance with the carrier and type of coverage (single and family) desired by the employee. Furthermore, it is agreed, that \$29.70 per month for family coverage. Any premium costs above those costs set forth in "this section" shall be paid by the employee on a bi-weekly payroll deduction. Effective January 1, 1997, the employer shall provide the GHI Preferred Dental Plan for each employee covered under this contract in accordance with the type of coverage (single or family) desired by the employee. Effective March 20, 1998 the following plans will be the five lowest available to employees. The figures shown represent the monthly cost for family and single coverage respectively.

Plan	Family Coverage	Single Coverage
Independent Health	\$387.00	\$139.00
Health Care Plan	\$395.92	\$141.31
Community Blue	\$381.51	\$137.59
Labor Health	\$396.31	\$141.53
Independent Health (2)	\$388.50	\$139.50
Composite	\$389.84	\$139.74

Employees will be able to choose any one of the above at no cost other than the 10% as it applies to certain employees. If an employee chooses a plan other than the above, he or she will pay the difference between the composite rate and the actual monthly rate of the plan. Once again, the 10% may apply depending upon the employee. It is agreed that should any of the aforementioned plans cease to exist as an option in Erie County, neither GHI nor Blue Cross/Blue Shield will ever become part of the formula for determining the composite rate.

Effective January 1, 1997, the employer shall pay up to \$10.44 per month for single coverage and \$41.08 per month for family coverage. Effective January 1, 1998, the employer shall pay up to \$11.44 per month for single coverage and \$44.08 per month for family coverage, if necessary.

Effective September 1, 1993, the methodology by which the counties liable for health insurance cost is determined will be based on the two lowest plans available each year. This means that each faculty member will have a choice either of the two lowest cost plans to be paid fully by the County. The comparison of these two plans will be utilized to determine the County's liability for any plan chosen other than the two lowest.

Effective January 1, 1998, the prescription co-pay will be \$7.00 for brand name drugs and \$5.00 for generic drugs. In addition, the County will have the right to choose a sole provider of this benefit so long as comparable benefits are maintained.

All faculty hired after January 1, 1993 will pick up 10% of the County's share of the cost of their health insurance.

Effective January 1, 1993 the monthly Health Insurance Waiver payments shall be increased to \$100 for Family Coverage and \$67 for Single Coverage 50% of the composite average cost.

Effective immediately, the Federation agrees to participate in any future efforts to reduce the cost of health insurance.

#### **Insurance Welfare Fund.**

The Federation may, after consultation with insurance representatives, have an additional deduction for an insurance welfare fund. The County will make available a tax sheltered annuity program contingent upon the following:

- (1) All respective costs under such program is the district obligation through payroll deduction, of the participating employees.
- (2) Such program is effective only if, and so long as, the percentage of employee participation required under such program is maintained.
- (3) The implementation and continuation of such program is contingent upon there being no additional costs, direct or indirect, to the County over and above that normally attributable to other payroll deductions currently provided to the bargaining unit herein.

#### **ARTICLE 59 – Additional Fringe Benefits**

- (1) The County agrees to a Credit Union payroll deduction for members of the Federation.
- (2) College Courses. All members of the Bargaining Unit upon approval of the President or his designee may



be permitted to register for and attend, tuition free, any course on any campus provided space exists and provided that such attendance in no way interferes with his official duties. Such approval will not be unreasonably withheld.

(3) Family Tuition Assistance. Effective with the signing of this agreement, and during the duration of such agreement, the child(ren) and/or spouse of full-time faculty members will be provided tuition waivers for enrollment as full-time students in the college with the intent to remain full-time students in the semester in which they enroll. The waiver is subject to the following conditions.

(a) The student must apply for both PELL and TAP. The waiver will cover the difference between PELL and TAP awards and the actual costs of tuition to the college.

(b) The waiver is limited to tuition charges only. The student is responsible for all other fees, books, and charges that are set by the college.

(c) Enrollment of any child(ren) and/or spouse of a full-time faculty member will not be utilized in the calculation of class size for the purposes of additional compensation. (See article 12 regarding class size or Article 36 regarding teaching load.)

(4) All part-time/adjunct faculty shall be allowed the same options to join TIAA/CREF and T.R.S. (Teacher Retirement System) as full-time faculty subject to the rules, regulations and standards of the respective retirement systems.

#### **Part-time Rates**

(a) The part-time teaching rate will be \$24.10 per hour effective.

Effective September 1, 1996 - \$25.03 Effective September 1, 1997 - \$26.00 Effective September 1, 1998 - \$27.03 Effective September 1, 1999 - \$28.11

(b) During the term of this Agreement, the part-time non-teaching rate for duties including, but not limited to registration, counseling, and other non-teaching College functions will be \$11.47 per hour.

Effective September 1, 1996 - \$11.91

Effective September 1, 1997 - \$12.38

Effective September 1, 1998 - \$12.87

Effective September 1, 1999 - \$13.38

#### **Overload Compensation**

Overload compensation shall be at the rate of \$413.04 per contact hour. Leave time, Article 60 shall apply to overload courses.

Effective September 1, 1996 - \$428.91

Effective September 1, 1997 - \$445.67

Effective September 1, 1998 - \$463.27

Effective September 1, 1999 - \$481.81

#### **Community Service (Workforce Development)**

When teaching for Community Service or Workforce Development, full-time faculty will be paid at the Overload rate (Article 68(8)). In addition, for each classroom hour, full-time faculty will be paid an additional hour for preparation at the non-instructional rate (Article 68(7)).

**ERIE COMMUNITY COLLEGE  
THE ADMINISTRATORS' ASSOCIATION OF ERIE COMMUNITY COLLEGE  
SEPTEMBER 1, 1995 – AUGUST 31, 1999**

**ARTICLE 1 - Recognition**

Section 1.1

The Employer recognizes the "Administrators Association of Erie Community College" as the exclusive collective bargaining representative of the Employees covered by this Agreement and covers earn full-time employee in a position specified in Appendix "All as defined by the Public Employment Relations Board in its decision of September 20, 1973 as contained in the decision affecting the petition for recognition contained in Case No. C-Q55S. This exclusive recognition will extend to the maximum permitted by law.

Section 1.2

Included in this bargaining unit are the Class Titles as they are listed in Appendix "All attached hereto and made a part hereof.

Section 1.3

The Employer agrees to meet quarterly and at special meetings when deemed necessary with the President and another member of the unit to review any new class titles and changed class titles and/or job specifications for the purpose of allocating these new or revised class titles which may have been created in the preceding three (3) months.

**FASHION INSTITUTE OF TECHNOLOGY  
UNITED COLLEGE EMPLOYEES OF THE FASHION INSTITUTE OF TECHNOLOGY  
JUNE 1, 2002 - MAY 31, 2005**

**5.0 UNION RECOGNITION**

**15.0 Appointment: Faculty**

**15.1** The Fashion Institute of Technology (hereinafter referred to as FIT or the College) recognizes the United College Employees of the Fashion Institute of Technology, Local 3457, American Federation of Teachers (hereinafter referred to as the UCE or the Union), or its successors as the exclusive bargaining representative for all those listed below, including those individuals employed either full or part-time. A list of new employees in the positions represented by the Union shall be furnished to the Union monthly by the College. This list shall indicate department, title, and salary.

**15.2.1** When an adjunct faculty member is appointed to a full-time position, those adjunct faculty who have earned between seventy-two (72) and one hundred forty-three (143) hours shall automatically go to step "1" if there is a step "0" or to step "2" if there is no step "0", upon receiving a full-time appointment. Those faculty who have earned one hundred forty-four (144) hours and above shall automatically go to step "2" if there is a step "0" or to step "3" if there is no step "0".

**15.4** Whenever a full-time position becomes available, part-time faculty on the Department's Assignment of Program list (see Assignment of Program Section) shall be notified and have the right to apply and be considered. If a part-time faculty member with seniority is by-passed, (s)he upon written request directed to the Department Chair shall be provided in writing a summary of the Department's decision as to his/her application.

**16.0 Job Posting**

**16.1** All openings for full-time and part-time day and evening positions for staff, classroom assistants and non-classroom faculty positions must be posted and/or circulated. Vacant or acting positions within a Department may be filled from within the Department without posting. Any vacancy that will not be filled from within the Department shall be posted.

**19.0 Job Security for Part-Time Faculty and Part-Time Classroom Assistants**

**19.0** All part-time classroom faculty who have completed seventy-two (72) hours of part-time service, including a minimum of fifty (50) hours in any one Department, and have been reappointed for a seventy-third (73rd) hour, shall automatically be granted a Certificate of Continuous Employment.

Part-time non-classroom faculty shall be granted a Certificate of Continuous Employment after having completed three thousand two hundred (3200) hours of continuous service.

Part-time classroom assistants shall be granted a Certificate of Continuous Employment after having completed three thousand two hundred (3200) hours of continuous service.

However, in no case shall a Certificate of Continuous Employment be granted prior to the completion of three (3) years. The procedures to be followed in the granting of these Certificates shall parallel those followed in the granting of tenure to full-time faculty. Hours of part-time service counted for the purpose of granting a Certificate of Continuous Employment shall not be counted again for the granting of another Certificate of Continuous Employment.

**19.2** A part-time faculty member who has refused an offered assignment in a Department for four (4) consecutive offerings in different semesters (Fall/Spring), shall be terminated in that Department, except that one (1) semester extension may be granted upon the mutual agreement of the Division Dean and the Department. Any subsequent employment shall be without prior service credit except that upon recommendation by the Department and Division Dean and approval of the Vice President for Academic Affairs, an employee may be granted any portion of or all prior service credit.

**19.3** Part-time faculty and part-time classroom assistants shall be observed and evaluated at least once a semester for the first six (6) semesters and at least once a year thereafter until the part-time person attains a Certificate of Continuous Employment. Observations shall be performed by tenured full-time faculty members and may include Chairs and Directors. Evaluations in newly created Departments shall be done by a Departmental Tenure and Promotion Committee as provided for at Section 24.3.5. The Department Chair or Director may in consultation with the Department Tenure and Promotion Committee assign part-time faculty members of a Department holding a Certificate of Continuous Employment to observe non-certified faculty members. No person shall be observed by the same person more than once per semester. Notice of at least one (1) week shall be given to a person being observed. For the first thirty-six (36) hours of teaching by a part-time faculty member, each qualified voter in the Department shall have one of the following options: to recommend

- (a) unqualified approval (requires two-third (2/3) majority vote);
- (b) approval with reservations (requires simple majority vote); or
- (c) non-reappointment (requires simple majority vote).

**19.4** After the completion of thirty-six (36) teaching hours or two (2) calendar years by a part-time faculty member, whichever comes later, each qualified voter in the Department shall have one of the following options: to recommend

- (a) approval; or
- (b) non-reappointment.

**19.5** A two-thirds (2/3) majority vote is required for unqualified approval to reappoint. A majority vote, which is less than two-thirds (2/3) shall constitute an approval with reservations. Approval with reservations after the completion of thirty-six (36) teaching hours shall be accompanied by a written statement by the Department Tenure and Promotion Committee to the College-wide Tenure and Promotion Committee, with a copy to the candidate.

**19.6** If the Department votes for termination at the end of the Fall semester, the candidate shall be notified on or before December 1st. If the Department votes for termination at the end of the Spring Semester, the candidate shall be notified on or before May 1st.

**19.6.1** If the Dean or Vice President recommends non-reappointment, the employee shall be notified on or before December 15th for the Fall semester and on or before May 15th for the Spring semester. This recommendation shall serve as notice of termination.

If the President's decision is non-reappointment, the employee shall be notified on or before December 15th for the Fall semester and on or before May 15th for the Spring semester.

Prior to the completion of thirty-six (36) teaching hours or two (2) calendar years by a part-time faculty member, whichever is later, reappointment may be denied by the Department for such reasons as the Department deems sufficient.

**19.8** After the completion of the above specified period, a vote of non-reappointment shall be accompanied by a written statement of the reasons for the vote by the Department Tenure & Promotion Committee to the College-wide Tenure and Promotion Committee with a copy to the candidate and the President of the College or President's designee.

**19.9** Part-time classroom assistants and non-classroom faculty who take a full-time job at the College will start on the second step if they have three (3) years part-time experience at the College and work fifteen (15) or more hours per week. An employee will start on the third step if they have six (6) years part-time experience at the College and work fifteen (15) or more hours per week. An employee who works under fifteen (15) hours per week will be placed on a step at a pro-rated basis. No part-time employee will be hired above the third step. When a zero (0) step exists under the Municipal Coalition Agreement, it shall be considered the first step, step 1 (1) will be counted as step two (2), and step two (2) will be counted as the third step for this provision.

## **20.0 REAPPOINTMENT, TENURE, CCE AND JOB SECURITY: STAFF, FULL-TIME AND PART-TIME**

**20.6.1** Evaluations shall be made on all part-time employees at least twice a year.

**20.6.2** Prior to obtaining a Certificate of Continuous Employment, part-time employees may be terminated with notice following any negative evaluation after review and consultation with the Office of Human Resources.

**20.6.3** A Certificate of Continuous Employment for part-time employees shall be granted after five thousand four hundred sixty (5,460) part-time hours.

**21.2.1** For full-time and part-time faculty, if registration (excluding any pre-registration time period) requires a Department to either add or cancel classes, reassignment of programs shall be within the discretion of the Department Chair beginning on the first day of regular registration, in consultation with the affected faculty member(s) wherever possible. If there is disagreement between the Chair and faculty member(s), it is clearly understood that the Chair has the sole prerogative of reassignment of the teaching schedule to the faculty members.

In addition, for all faculty, when a faculty member states that (s)he cannot fulfill a program assignment after course selection has been completed in the Department, the reassignment of programs shall be within the discretion of the Department Chair.

### **21.4 Part-time Assignment:**

**21.4.1** Except when a full-time faculty member owes hours to the College, no additional sections or extra hours in the day may be assigned to any full-time person if there is a part-time person on the Department AOP list who is qualified and available for the assignment. In the event a Department's total program is unbalanced over the academic year, a full-time

**21.4.4** Part-time faculty whose employment commenced prior to June 1, 1997, shall be added to the Departmental AOP list only after the faculty member has completed twenty-four (24) contact hours. Part-time faculty whose employment is on or after June 1, 1997, shall be added to the Departmental AOP lists only after the faculty member has completed forty-eight (48) contact hours. The name of any individual not full-time in any Department shall be removed from the AOP lists (A&B) if (s)he has declined an offered assignment for four (4) consecutive fall or spring semesters/The requirement to accept an assignment may be fulfilled by teaching in any of the following sessions: part-time day, evening, weekend, or Winter-Summer/Summer. An extension of one (1) semester may be granted upon the mutual agreement of the Division Dean and the Department. Any subsequent employment shall be without prior service credit except that upon recommendation by the Department and Division Dean and approval of the President an employee may be granted any portion or all prior service credit.

**21.5.2** As the name of each part-time faculty member on AOP list (Section 21.1.2) is reached in order of ranking, the individual may select one (1) assignment for which (s)he is deemed qualified from among the unfilled assignments. The procedure continues through the list again, if necessary, until all assignments are filled; however, if an individual selects an assignment of seven (7) or more hours on the first round of selections, (s)he may not make another selection until all individuals on the AOP list have selected two (2) courses not exceeding a total of seven (7) hours. Once an individual has declined an assignment for any semester, (s)he may not later assert a claim on an assignment for that semester unless everyone on the lists who claims an assignment has received one.

**21.6.2** All part-time faculty members employed prior to the start of the Fall, 1978 semester, shall be limited to no more than twenty (2) hours of combined day and evening teaching with no more than three (3) assignments including evenings and/or weekends.

Years of Service	Hours Worked	Sick Leave Prorated Per Year
0-3	1-9	0
	10-15	19-20 hours
	16-25	28/30 hours
4-5	1-9	0
	10-15	35 hours
	16-25	40 hours
6-8	1-9	0
	10-15	45 hours
	16-25	55 hours
After 8	1-9	0
	10-15	55 hours
	16-25	60 hours

**21.6.3** All part-time faculty members whose employment commenced on or after the start of the Fall, 1978 semester, shall be limited to a maximum of sixteen (16) hours of combined day and evening and/or weekend teaching with no more than three (3) assignments taught in the evening and/or weekend except by mutual agreement between the College and Union.

**21.6.4** All part-time faculty members whose employment commenced on or after May 31, 1997, shall be limited to a maximum of nine (9) day hours and no more than twelve (12) hours combined day, evenings and weekends each semester.

A part-time day faculty member employed prior to June 1, 1997 may not teach more than eleven (11) day hours a week.

## **21.7 Discretionary Department Part-Time Assignments (Fall & Spring Semesters)**

### **21.8 Summer Session and Winter Assignments**

**21.8.1** Summer sessions and Winter assignments shall be distributed according to the AOP list of the Department as specified in Section 21.1.1 above. Summer classes, both day and evening, shall be considered as a single entity for AOP purposes. Winter, both day and evening, shall be considered as a single entity for AOP purposes. The procedure to be followed in determining Summer session and winter teaching assignments shall be the same as the procedures described at Section 21.1.1.

**21.8.3** Prior to each Summer session and each Winter, the Divisional Dean, after receiving recommendations from the appropriate Chair, shall designate the number of teaching assignments available within each Department. A teaching assignment may consist of a complete course or all the lecture contact hours of a course or all the laboratory/studio hours of a course. Whenever the lecture and laboratory/studio hours of a course are split into two (2) teaching assignments, it shall be done only for educational need, or lack of qualified personnel, or lack of full-time faculty lines. Both parties agree that splitting a course due to a lack of full-time faculty lines is not educationally desirable.

**21.8.4** As a name is reached in order of AOP ranking, each individual on the combined list may select one (1) assignment for which that individual is deemed qualified, as previously defined, from among the unfilled assignments. The procedure continues until all assignments are filled. Once an individual has declined an assignment for a semester, that individual may not later assert a claim on an assignment for that semester unless everyone on the list who claims an assignment has received one.

In the first round of course selection, full-time and part-time faculty on the A-AOP list shall have first preference over retirees for selecting day summer, and Winter courses. Retirees shall choose in AOP order on the second round.

**21.9.5** Part-time faculty can teach up to two on-line courses, one of which can be part of their day schedule.

**21.9.7** Adjuncts must teach at least one face-to-face class on campus every 4th year.

**28.5** Part-time staff shall be limited to twenty five (25) hours per week, except by mutual consent by the College and the Union. This shall not preclude part-time staff from working hourly assignments of limited duration (e.g., evening registration) in addition to their regular assignments.

**28.9** Part-time staff employees who take a full-time job will start on the second step if they have three (3) years part-time experience at the College and work fifteen (15) or more hours per week. An employee will start on the third step if they have six (6) years part-time experience for fifteen (15) or more hours per week. An employee who works under fifteen (15) hours per week will be placed on a step at a pro-rated basis. No part-time employee will be hired above the third step.

If the salary schedule to which the employee is appointed has a zero (0) step, that step shall be counted as the first step, step 1 (1) will be counted as step two (2), and step two (2) will be counted as the third step under this provision.

**32.32.0 HOLIDAYS: PART-TIME STAFF, NON-CLASSROOM FACULTY, AND CLASSROOM ASSISTANTS**

Part-time staff, part-time non-classroom faculty and part-time classroom assistants shall receive one (1) holiday with pay per year after two (2) years of service. Part-time staff, part-time non-classroom faculty and part-time classroom assistants who have been granted a Certificate of Continuous Employment shall be granted two (2) holidays with pay per year. Payment shall equal twenty percent (20%) of the employee's regular workweek compensation.

**34.0 LEAVES OF ABSENCES: SICK LEAVE, PERSONAL LEAVE, EXCUSED ABSENCE WITHOUT LEAVE, UNPAID LEAVE, MATERNITY LEAVE, ADOPTION LEAVE, PATERNITY LEAVE, SICK LEAVE**

**34.1.1 PART-TIME CLASSROOM FACULTY** shall be granted two (2) hours of sick leave for every semester contact hour taught, cumulative to a maximum of eighty-one (81) teaching hours.

**PART-TIME NON-CLASSROOM FACULTY, PART-TIME CLASSROOM ASSISTANTS and PART-TIME STAFF** shall be able to accumulate a total of two hundred eighty (280) hours of sick leave. Upon the ratification of this contract, the accrual rates shall be as follows:

**34.1 Sick Leave**

Part-time employees (including part-time classroom faculty and all others) may apply for a loan of additional sick leave after exhausting all hours or days in his/her sick bank. Such loans may be granted at the discretion of the President or President's designee, upon recommendation of the Senior Administrator.

**34.2 Personal Business Days**

**34.2.1** All full-time employees covered by this contract are eligible for five (5) personal business days annually with such days chargeable to sick days. Personal business may be taken solely to attend to urgent personal business which cannot be deferred excluding activities for which the individual receives remuneration. Notification must be given to the immediate supervisor. It is recognized that emergencies may arise which prevent such prior notification. However, upon return to work an explanation must be furnished to the supervisor upon request. All part-time persons covered by this contract are entitled to two (2) absences for personal business days (hours) per semester with such days (hours) chargeable to sick days (hours). Personal business days (hours) for part-time persons cannot be used for business activities unrelated to the College. Any unused days (hours) of absence for personal business days (hours) shall accumulate only as sick days (hours). In the event an employee has used up all personal business days, the President of the College or President's designee may grant additional personal business days to be charged against the cumulative sick bank. Misuse of the above provisions shall result in the loss of pay.

**35.1.1 Reimbursement Rate for Medical Coverage for Part-Time Classroom Faculty Hired Prior to June 1, 1997.**

Current part-time classroom faculty teaching I the day only, shall receive reimbursement of health insurance costs at twenty-five percent (25%) per three (3) hour course, prorated.

Currently pat-time classroom faculty teaching in the evening and/or weekend only, shall receive reimbursement of health insurance costs at five and eight tenths percent (5.8%) per hour, with a six (6) hour minimum teaching load, prorated.

Current part-time classroom faculty teaching a combined day/evening and/or weekend program with a six (6) hour minimum, shall receive reimbursement of health insurance costs at twenty-five (25%) percent per three (3) hour course, prorated.

Reimbursement Rate for New Part-time Classroom Faculty who are Employed on or After June 1, 1997.

There Shall be a three (3) year waiting period before reimbursement of health insurance commences and reimbursement will only be given to those part-time classroom faculty who teach a minimum of six (6) hours day, evening and/or weekend, or a combined program.

For those part-time classroom faculty teaching only day hours or a combined program there shall be a twenty percent (20%) rate per each three (3) hours, prorated. For part-time classroom faculty teaching evening and/or weekend hours only, there shall be a fifteen percent (15%) reimbursement rate per each three (3) hours, prorated, but only when teaching six (6) hours or more.

35.2 The College shall continue to pay health and hospital insurance premiums in full for all "part of a program" employees currently employed.

35.3 The Union shall administer a welfare insurance program. The College shall pay to the Union, a premium in an amount equal to funds received from the local sponsor for this Welfare Fund.

35.4 The Employee Assistance Program (EAP) mutually agreed upon by the Union ad the college shall continue in force for the life of this contract.

34.5 All full-time employees and employees working at least one half (1/2) of a full-time work load, their spouses, domestic partners, dependent children and retirees, shall be exempt from paying tuition and registration fees for all courses offered in the day and/or in the evening and/or weekend program.



<b>Collective Bargaining Salary Schedules 2002-2005 Schedule 97</b>				
Part-time Classroom Faculty				
	6/1/02	6/1/03	6/1/04	
Step 0	50.03	54.62	54.62	
1	56.84	58.55	58.55	
2	59.25	61.03	61.03	
3	61.70	63.55	63.55	
4	64.14	66.06	66.06	
5	66.55	68.55	68.55	
6	68.99	71.06	71.06	
7	71.46	73.60	73.60	
8	73.87	76.09	76.09	
9	76.30	78.59	78.59	
10	78.71	81.07	81.07	
11	81.20	83.64	83.64	
12	83.64	86.15	86.15	
*13	86.57	89.17	89.17	
**14		91.84	91.84	

Effective January, 2003 Rates for Summer, Summerim, and Winter for Full-time Faculty Teaching in the Day

Contact Hours	Rate
1	2.5%
2	5.3%
3	7.0%
4	10.3%
5	12.5%
6	15.0%

For those part-time faculty who commenced prior to June 1, 1997, the appropriate hourly rate will be determined by calculating the number of semesters the individual has worked at FIT. Two (2) semesters of employment shall equal one (1) year of service for purposes of determining the placement of the hourly rate schedule for part-time day and evening assignments. Such service shall have been in faculty rank.

Part-time faculty appointed on or after June 1, 1997 will be eligible for a step increase on the salary schedule only after completion of every twenty-four (24) hours of teaching. Such increase on the salary schedule only after completion of every twenty-four (24) hours of teaching. Such increase shall be effective at the beginning of the next sequential academic semester of service.

\* Part-time faculty who have been on step 12 for six (6) years, and who have worked at least half of a full-time program for their last three (3) years, shall move to Step 14 which is three percent (3%) higher.

\*\* Effective 9/1/05 part-time faculty who have been on Step 13 for six (6) years, and who have worked at least half of a full-time program for their last three (3) years shall move to step 14 which is three percent (3%) higher.

Full-time faculty members of FIT teaching part-time evenings and/or weekends, shall be placed on the annual step determined by the number of years of experience at FIT. Compensation shall be the hourly rate for that step or 1/1000 of their annual salary, whichever is greater.

Summer, Summerim and Winterim Rates:

Full-time faculty working in the above session(s) shall be compensated as follows: Effective at the beginning of

Winterim, 1998, full-time faculty will be compensated at a maximum of eight percent (8%) for teaching forty-five (45) contract hours for a three (3) hour day course in the Winterim, Summer and Summerim terms. The pay for all other day courses taught during Winterim, Summer and Summerim, shall be prorated consistent with provisions of the Contract and meet with the hourly guidelines established by SUNY.

Effective at the beginning of Winterim 2003, full-time faculty will be compensated at the rate of seven percent (7%) for teaching forty-five (45) contact hours for a three (3) hour course I the Winterim, Summer and Summerim term and prorated for all others.

Effective June 1, 2005, newly hired employees hired at Step 1 shall move to Step 1 when they become eligible for a step increase.

<b>Collective Bargaining Salary Schedules 2002-2005 Schedule 98</b>				
Part-time Classroom Faculty				
	6/1/02	6/1/03	6/1/04	
Step 0	29.69	30.58	30.58	
1	31.82	32.77	32.77	
2	33.18	34.18	34.18	
3	34.55	35.59	35.59	
4	35.93	37.01	37.01	
5	37.28	38.40	38.40	
6	38.63	39.79	39.79	
7	40.01	41.21	41.21	
8	41.33	42.57	42.57	
9	42.75	44.03	44.03	
10	44.08	45.40	45.40	
11	45.47	46.83	46.83	
12	46.84	48.25	48.25	
*13	48.48	49.93	49.93	
**14		51.43	51.43	

Part-time non-classroom faculty employed on or after June 1, 1997 for nineteen (19) hours or more per week will advance a step on their respective salary schedule only after eighteen (18) months of service. The new step shall be applied at the incremental date that is closest to the eighteenth (18<sup>th</sup>) month of employment. For employees working one to nine (1-9) hours per week, an increment will be made after thirty-six (36) months of employment. For employees working ten to eighteen (10-18) hors per week, an increment will be made after twenty-four (24) months of employment.

\* Part-time non-classroom faculty who have been on step 12 for six (6) years shall be moved to step 13 which is three and five lengths percent (3.5%) higher than step 12.

\*\* Effective 9/1/05 part-time non-classroom faculty who have been on step 13 for six (6) years, and who have worked at least half of a full-time program for their last three (3) years, shall move to step 14 which is three percent (3%) higher than step 13.

Pat-time non-classroom faculty who had a minimum of three (3) years of service at FIT prior to August 31, 1975, and all full-time non-classroom faculty who were employed on August 31, 1975, are exempt from this salary schedule. They will continue to be governed by salary schedules applying to classroom faculty.

Effective June 1, 2005 newly hired employees hired at Step 0 shall move to Step 1 when they become eligible for a step increase.

**FINGER LAKES COMMUNITY COLLEGE  
CSEA LOCAL 1000 AFSCME AFL-CIO  
JANUARY 1, 1998 – MAY 31, 2005**

**ARTICLE I**

**1.4 Part-Time Employees**

Part-time employees shall be defined as employees who are regularly scheduled to work twenty hours or less per calendar week.

**1.5 Part-Time Employee Benefits**

Recognition of the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Local 835, Finger Lakes Community College Unit as the sole and exclusive bargaining agent for all regularly scheduled part-time employees.

Part-time employees will be granted all rights and benefits of this contract, including Annual Leave as specified in Article 7.2 C, but excluding Articles 9 (Disability), Article 11 (Health Insurance), and Article 23 (Tuition Benefits).

**FINGER LAKES COMMUNITY COLLEGE  
PROFESSIONAL ASSOCIATION  
SEPTEMBER 1, 2002 – AUGUST 31, 2005**

**ARTICLE I**

Section 5: For purposes of this agreement, part-time employees shall be excluded from the bargaining unit. Part-time employees shall be defined as employees regularly scheduled to work either (1) less than 3 00 hours during each semester for two consecutive semesters or (2) less than 1000 hours per appointment-year (12) months. The Employer will make a reasonable effort to fill vacancies occurring in regular permanent positions with probationary rather than temporary appointments. It is understood, however, that temporary appointments may be appropriate for regular permanent vacancies where the vacancy occurs during the academic year and where the College needs to fill the vacancy before a full search for the best replacement can be made.

**FINGER LAKES COMMUNITY COLLEGE  
TEACHING FACULTY BARGAINING COUNCIL  
SEPTEMBER 1, 2001 – AUGUST 31, 2005**

Section 3:

For purposes of this agreement, adjunct and part-time teaching faculty shall be excluded from the bargaining unit. Part-time teaching faculty shall be defined as employees regularly scheduled to teach twenty (20) or less contact hours per academic year as hereinafter defined.

**FULTON MONTGOMERY COMMUNITY COLLEGE  
COLLEGE EDUCATORS UNIT  
SEPTEMBER 1, 2004 - AUGUST 31, 2006**

**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 Librarian, Associate Librarian, Assistant Librarian, Coordinator of Financial Aid, Coordinator of Student Activities and Director of the College Union, Director of Advisement, Counseling, and Testing, Counselor, Registrar, Director of Work Force Development, 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, Academic Support Counselor (Students with Disabilities), Coordinator of Specialized Student Services, Faculty Learning Center Coordinator, Technician -Science, Technician - Physical Education, BRIDGE Career Training Specialist, Admissions and Enrollment Management Assistant, Learning Center Coordinator, Outreach and Support Representative, Academic Computer Coordinator, Academic Computing Support Technician, Athletic Director, 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.

Military Leave. The parties agree that bargaining unit members shall be entitled to military leave as required by Section 242 of the Military Law.

**ARTICLE VIII – Conditions of Employment**

**D. Part-time FACE members**

- b. A credit hour bank shall be established of 60 hours per semester that the employer may draw from to reduce the amount of credit hours taught by part-time FACE members. Details are incorporated in Schedule E Attached hereto.
- c. A committee of TWO FACE members and TWO members representing the employer shall be established to monitor the credit hours taught by part-time FACE members.
- d. The employer may request from FACE that additional hours be added to the credit hour bank. Requests to increase the bank must be accompanied by documentation which supports the need for additional hours.
- e. Reasonable requests shall not be denied.
- f. (1). 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; (2) 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; (3) Part-time FACE members teaching ten (10) to eleven (11) hours are expected to attend division and faculty meetings, as their teaching schedule allows; (4) A FACE member teaching twelve (12) or more hours shall be considered a full-time FACE member.

H. Office Hours:

2. Part-time teaching FACE members shall maintain at least one posted office hour per week for student consultation.

**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, 2006, 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:

- o Blue Shield of Northeastern New York PPO with \$20.00 office visit co-pay and \$10/\$20/\$40 drug card.
- o MVP with \$20.00 office visit and \$5/\$20 drug card.
- o 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.

**SCHEDULE A Salary Increases and Ranges**

1. Increases.

- o Effective 9/1/04, the 2004-05 base annual salary of returning bargaining unit members shall be increased by 3.0%.
- o Effective 9/1/05, the 2005-06 base annual salary of returning bargaining unit members shall be increased by 3.0%.

2. Ranges.

The salary ranges shall be increased by 3.0% in each year of the Agreement.

2004-05 - 2005-06

<b>Rank/Title</b>	<b>Min.</b>	<b>Max.</b>	<b>Min.</b>	<b>Max.</b>
Ed. Support Specialist I	28,701	39,345	29,562	40,525
Ed. Support Specialist II	32,254	43,971	33,222	45,290
Ed. Support Specialist III	38,943	51,460	40,112	53,004
Ed. Support Specialist IV	45,259	61,973	46,617	63,832
Ed. Support Specialist V	53,294	70,368	54,893	72,479
Instructor	38,943	51,460	40,112	53,004
Assistant Professor	45,259	61,973	46,617	63,832
Associate Professor	53,294	70,368	54,893	72,479
Professor	60,599	77,958	62,417	80,297

**SCHEDULE E - FACE Member Course Overload/Credit Hour Pool Procedure**

The credit hour pool for the Fall and Spring semesters will be expanded to 60.

The administration will provide full-time FACE member with the first opportunity to teach two overload courses (day

and/or evening) each for the semesters.

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.

4. Full-time FACE members will be provided with an opportunity to replace an on-load courses 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.

5. Continuing Education Salary Schedule

Salary Per Contact Hour

	2004-05	2005-06
Instructor	\$637.00	\$656.00
Assistant Professor	\$663.00	\$683.00
Associate Professor	\$681.00	\$701.00
Professor	\$713.00	\$734.00

**FULTON-MONTOMERY COMMUNITY COLLEGE  
EDUCATION SUPPORT PERSONNEL  
SEPTEMBER 1, 2004 - AUGUST 31, 2006**

**ARTICLE I - Recognition**

FMCC hereby recognizes FMCC-ESP as the exclusive negotiating agent for all classified employees, excluding the Secretary to the President, Secretary to the Vice President and Dean and Administrative Assistant, Office of Fund Development. FMCC-ESP shall have unchallenged representation status for the maximum period permitted by law. FMCC agrees not to negotiate with any employee organization other than the FMCC-ESP for the duration of this agreement.

**K. Vacation**

The vacation year shall be September 1 - August 31.

Vacation Days

5. A part-time continuous employee will receive the annual vacation provided for his/her classification at his/her usual pay. (For example: a person employed halftime in a position in which two weeks or more is the annual vacation allowance will be granted two weeks or portion thereof at a salary based on halftime or one week or portion thereof at a

salary based 9/24/01 on full-time).

**R. Part-Time Employees:** With respect to jury duty (Article 7, Section F), funeral leave (Article 7, Section J), holidays (Article 7, Section L), storm days (Article 7, Section N), and association meetings (Article 7, Section O), part-time employees in the bargaining unit shall receive the above leave benefits if such employee is regularly scheduled to work on such day. Such leave shall be equal to the hours that the employee would have worked on that date.

**GENESEE COMMUNITY COLLEGE  
EDUCATION ASSOCIATION  
SPETMBER 1, 2004- AUGUST 31, 2008**

- *Not covered – No mention of Part-Time*

**HERKIMER COMMUNITY COLLEGE  
PROFESSIONAL ASSOCIATION  
SEPTEMBER 1, 2003 – AUGUST 31, 2006**

- *Not covered – No mention of Part-Time*

**HUDSON VALLEY COMMUNITY COLLEGE  
FACULTY ASSOCIATION  
SEPTEMBER 1, 2004 – AUGUST 31, 2007**

**ARTICLE V - Recognition and Dues Deductions**

**A. Recognition**

The Public Employment Relations Board of the State of New York, having duly determined that the Association has been lawfully designated as exclusive representative for the purposes of collective negotiations in a unit including all teaching faculty in the employ of the employer with the academic rank of assistant instructor, instructor, assistant professor, associate professor and professor; also educational specialists and faculty librarians, full or part-time; part-time instructional faculty of credit bearing courses, and will exclude all others. The College hereby recognizes the Association as the exclusive representative of the employees in the said unit for the purposes of negotiations regarding wages, hours and terms and conditions of employment, and in the settlement of grievances, and for all lawful purposes under the laws of the State of New York. Such recognition shall continue for the maximum period allowed by law.

**ARTICLE VII**

**K. Office Hours**

Part-time faculty shall maintain office hour(s) so as to be available to students in accordance with the following:

Contact Hours of Teaching Per Week	Office Hours Per Week
3	1
4	1.25
5	1.50
6	2
7	2.25
8	2.50
9	3

## **ARTICLE XII**

### **H. Adjunct Faculty Compensation**

Adjunct and part-time faculty members who teach nine (9) or more hours in a semester shall be compensated as follows:

- 2004/2005 Academic Year - \$816 per semester contact hour
- 2005/2006 Academic Year - \$832 per semester contact hour
- 2006/2007 Academic Year - \$849 per semester contact hour

Adjunct and part-time faculty members who teach less than nine (9) hours in a semester shall be compensated as follows:

- 2004/2005 Academic Year - \$785 per semester contact hour
- 2005/2006 Academic Year - \$793 per semester contact hour
- 2006/2007 Academic Year - \$800 per semester contact hour

## **ARTICLE VI**

### **2. Part-Time Faculty and/or Full-Time Faculty Teaching a Voluntary Overload Assignment.**

In the course of a given semester, part-time faculty (for the purpose hereof part-time faculty are persons temporarily appointed for the Fall and/or Spring semester having teaching loads of less than thirteen (13) semester contact hours) and full-time faculty on voluntary overloads, shall be entitled to the following sick/personal leave with pay in the course of a semester:

- Part-time faculty with six (6) contact hours or less per semester may be absent with pay due to sickness or personal leave within the meaning of Article XVI (C) (1) for one (1) four (4) contact hour class or one (1) three (3) contact hour class or two (2) two (2) contact hour contact classes or two (2) one (1) hour contact hour classes. A part-time faculty member with more than six (6) contact hours per semester may be absent with pay for sickness or personal leave as aforesaid for two (2) four (4) contact hour classes or two (2) three (3) contact hour classes or two (2) two (2) contact hour classes or two (2) one (1) contact hour classes.
- Personal leave shall have the same meaning as set forth in Article XVI (C) (1) and the part-time faculty member shall have the same obligations as set forth therein. For purposes of leave granted under this paragraph, the last sentence of Article XVI (C) (1) and all of Article XVI (C) (2) shall be inapplicable.

## **ARTICLE XVII**

### **H. Part-time Faculty**

- Part-time faculty may participate in the available HMO plans, primary or alternative plans offered by the College at full premium cost of the option selected plus a two percent (2%) of premium administrative cost. While the part-time faculty member is on payroll status, all premiums and administrative costs must be received by the College through payroll deduction.

**HUDSON VALLEY COMMUNITY COLLEGE  
DEPARTMENT CHAIRS  
SEPTEMBER 1, 2004 – AUGUST 31, 2007**

- *Not covered – No mention of Part-Time*



**HUDSON VALLEY COMMUNITY COLLEGE  
NON-TEACHING PROFESSIONAL ORGANIZATION  
SEPTEMBER 1, 2003 – AUGUST 31, 2006**

**Recognition – Unit Definition**

**A. Exclusive Representation**

The College recognizes the Association as the exclusive representative of employees in the bargaining unit for the purpose of collective negotiations regarding wages, hours, and other terms and conditions of employment and in the resolution of grievances and for all lawful purposes under the laws of the State of New York. Such recognition shall remain in effect for the maximum period permitted by law.

**ARTICLE XVI – Retrenchment/Resignation/Retirement**

2. Part-time employees shall be laid off before probationary employees, and probationary employees before employees on continuing appointment. Upon layoff, the employee shall be paid for all vacation accrued at the time of layoff. If two (2) persons have the same date of original appointment, date of signed, returned salary agreement shall be determinative of their respective seniority. In the event that a bargaining unit vacancy exists in other administrative areas at the time of layoff, affected employees on continuing appointment, qualified in such other administrative areas, shall be given priority consideration for employment in such areas. Qualified shall mean the possession of the minimum educational and experience requirements of a position as determined by the College's notice of vacant position.

**JAMESTOWN COMMUNITY COLLEGE  
FACULTY ASSOCIATION OF JAMESTOWN COMMUNITY COLLEGE  
SEPTEMBER 1, 2003 – AUGUST 31, 2007**

**ARTICLE I—Recognition**

1.2 The Board hereby recognizes the Association as the sole and exclusive negotiating representative for all full-and part-time faculty at the college. The term "faculty," for purposes of unit representation, shall refer to all academic ranks and shall include all faculty under contract on a full-time or part-time basis, on leave, or on a per diem basis, and shall also include teachers, librarians, counselors, coordinators. The term "faculty" shall not include the President, the Deans, the Assistant Deans, Associate Deans, Director of Financial Aid, and all other academic managerial staff.

1.3 The Board agrees not to negotiate with any full- or part-time faculty organization other than the Association on salary and working conditions for the duration of this Agreement.

1.5 The term 'faculty' when used in this Agreement, shall refer to all academic ranks and shall include all faculty as above defined and shall include teachers, librarians, counselors, and coordinators.. Unless otherwise noted, the term 'faculty', when used in this agreement shall refer to full-time faculty.

**2.2 Full and Part-Time Faculty Rights**

Nothing contained herein shall be construed to deny or restrict to any faculty member rights he/she may have under any existing applicable laws or regulations. The rights guaranteed to faculty herein and hereunder shall be deemed to be in addition to those provided elsewhere.

**5.9 Part-Time Faculty**

The Administration and faculty of the college desire to insure quality instruction at all locations where the curriculum is taught. To achieve this objective, the college will strive to limit the use of part-time faculty to twenty-five percent

(25%) of the teaching workload.

#### 5.9.1 Salary

Part-time faculty with credit teaching assignments shall be compensated according to the appropriate grid in Appendix G. Part-time faculty in non-classroom roles shall be paid an hourly rate not less than \$15 per hour.

#### 5.9.2 Adjunct Salary Matrix

Increase each section of adjunct matrix 3% in 2003-2004, 3.5% in 2004-2005, 3.5% in 2005-2006, and 3.25% in 2006-2007. Effective with the 2000-2001 year, the adjunct matrix grid will become part of the agreement.

The Association and the college will jointly develop a notice to be provided to all adjunct faculty along with a timeline to respond for placement on the appropriate row/column of the adjunct matrix. The college will be responsible for verifying the number of hours taught. The Association and/or individual adjunct will be responsible for reporting degrees. Any and all amounts owed for the 2003-2004; 2004-2005 years are to be paid retroactively.

#### 5.9.3 Placement at a Salary Level.

Part-time faculty new to the college shall be placed at a salary level within the salary range stated above at the discretion of the assistant dean and the Dean of Academic Affairs. In placing the new part-time instructor at a level, the following criteria shall be used:

- a. The instructor's educational background.
- b. The instructor's experience in teaching and in work related to his/her teaching area.
- c. The instructor's promise for successful performance in teaching.
- d. Such other relevant factors as deemed important by those placing him/her at a level.

#### 5.9.4 Advancement in Salary

Part-time faculty shall be advanced in salary as their service to the college grows more valuable. Their value will be determined by regular written evaluations of their teaching effectiveness, individual work with students, and participation in workshops and other activities for part-time faculty.

#### 12.2 Adjunct Faculty Medical

Adjunct faculty working between six (6) and fifteen (15) hours per year, based upon the prior year's service, will be allowed to purchase, at their own cost, health insurance coverage through an HMO which will be brokered but not administered by the college. Adjunct faculty working more than fifteen (15) hours per year based on the prior year's service, will also be allowed to purchase group rate coverage in the HMO brokered by the college, and the college will be responsible for 15% the cost of said coverage.

**APPENDIX G ADJUNCT MATRICES**  
**2002-2003 matrix for reference only ADJUNCT MATRIX**  
**2002-2003 (Each cell increased \$20.00)**

Teaching or Relevant Experience	Associates or Bachelors	Masters	Masters + 30	Doctorate or Terminal
Category 1 (0-18 hours)*	525	545	565	585
Category 2 (19-36 hours)*	535	565	585	610
Category 3 (37-54 hours)*	545	585	610	635
Category 4 (55-72 hours)*	565	610	635	660
Category 5 (above 72 hours)*	610-660		660-705	
Category 6 (special cases)*	Up to overload rate for full-time faculty ~ \$705			

\* College contact hours only.

**ADJUNCT MATRIX**  
**2003-2004 (Each cell increased 3% over previous year)**

Teaching or Relevant Experience	Associates or Bachelors	Masters	Masters + 30	Doctorate or Terminal
Category 1 (0-18 hours)*	541	561	582	603
Category 2 (19-36 hours)*	551	582	603	628
Category 3 (37-54 hours)*	561	603	628	654
Category 4 (55 - 72 hours)*	582	628	654	680
Category 5 (above 72 hours)*	628 – 680		680 - 726	
Category 6 (special cases)*	Up to overload rate for full-time faculty –\$726			

**ADJUNCT MATRIX**  
**2004-2005 (Each cell increased by 3.5% over previous year)**

Teaching or Relevant Experience	Associates or Bachelors	Masters	Masters + 30	Doctorate or Terminal
Category 1 (0-18 hours)*	560	581	602	624
Category 2 (19-36 hours)*	570	602	624	650
Category 3 (37-54 hours)*	581	624	650	677
Category 4 (55-72 hours)*	602	650	677	704
Category 5 (above 72 hours)*	650-704		704-751	
Category 6 (special cases)*	Up to overload rate for full-time faculty ~ \$751			

\* College contact hours only.

**ADJUNCT MATRIX 2005-2006 (Each cell increased 3. 5% over previous year)**

Teaching or Relevant Experience	Associates or Bachelors	Masters	Masters + 30	Doctorate or Terminal
Category 1 (0-18 hours)*	580	601	623	646
Category 2 (19-36 hours)*	590	623	646	673
Category 3 (37-54 hours)*	601	646	673	701
Category 4 (55-72 hours)*	623	673	701	729
Category 5 (above 72 hours)*	673 – 729		729 - 777	
Category 6 (special cases)*	Up to overload rate for full-time faculty—\$777			

\* College contact hours only.

**ADJUNCT MATRIX**  
**2006-2007 (Each cell increased by 3.25% over previous year)**

Teaching or Relevant Experience	Associates or Bachelors	Masters	Masters + 30	Doctorate or Terminal
Category 1 (0-18 hours)*	599	621	643	667
Category 2 (19-36 hours)*	609	643	667	695
Category 3 (37-54 hours)*	621	667	695	724
Category 4 (55-72 hours)*	643	695	724	753
Category 5 (above 72 hours)*	695 – 753		753 - 802	
Category 6 (special cases)*	Up to overload rate for full-time faculty ~ \$802			

\* College contact hours only.

**JAMESTOWN COMMUNITY COLLEGE  
PROFESSIONAL AND SUPERVISORY ALLIANCE  
SEPTEMBER 1, 2003 – AUGUST 31, 2007**

**FRINGE BENEFITS FOR PART-TIME EMPLOYEES (MINIMUM OF 15 HOURS PER WEEK)**

1. Vacations - Part-time employee's vacation accrues at the rate of 1 day per month. An employee may accumulate up to the amount which he/she earns annually. All vacation time must be taken in half-day blocks or more.
2. Holidays - Part-time employees shall be paid for up to 13 holidays listed by the college for days on which the employee is normally scheduled to work. In addition, there are 2 floating holidays which may be taken with the prior approval of an employee's supervisor. All floating holidays must be taken in half-day blocks or more.
3. Sick Leave - Sick leave for part-time employees will accumulate at the rate of one (1) day each month without limit. Up to 90 calendar days may be taken for any single illness. Sick leave is cumulative only for months when the employee is actually working. Sick leave may be used for doctor or dental appointments, sickness of an immediate family member, or for bereavement purposes. In the case of a prolonged illness, a physician's certificate may be required. All sick leave must be taken in half-day blocks or more.
4. Medical Coverage - Employees shall be eligible for employee group health insurance. Part-time employees shall contribute toward health insurance the same as full-time employees, for individual coverage. Dependent coverage shall be available with the entire cost borne by the employee.
5. Prescription Drugs - Employees shall be eligible for employee prescription drug coverage. Part-time employees shall contribute toward health insurance the same as full-time employees, for individual coverage. Dependent coverage shall be available with the entire cost borne by the employee.
6. Dental Insurance - Employees shall be eligible for employee dental insurance coverage. Dependent coverage shall be available with the cost borne by the employee.
7. Life Insurance - Same as for full-time employees.
8. Tuition Waiver - Same as for full-time employees.
9. Wellness Program - Same as for full-time employees.

**JEFFERSON COMMUNITY COLLEGE  
SERVICE ASSOCIATION  
SEPTEMBER 1, 2003 – AUGUST 31, 2007**

**Section 6. Work Week**

A. The employees' regular work week shall be 35 hours per week for departments currently working 35 hours per week and 40 hours per week for departments currently working 40 hours per week. Specific work hours per employee will be determined by the Department Head based on seniority and minimum staffing requirements, and implementation of staggered working hours by department shall be with executive approval.

**Section 7. Benefits for part-time employees**

Part-time effective for employees hired through 12-31-91.

Employees working less than full-time (full-time is defined as working one-half the normal work week or earning more than \$4000) will not receive benefits.

Employees who meet the minimum definition for full-time but who work less than the normal work week shall have sick leave, vacation, holiday, and bereavement leave and uniforms granted to reflect the percentage of the total work week.

Part-time effective for employees hired on or after 1-1-92.

Employees working one-half or less, of the normal work week on a regularly scheduled basis or earning one-half or less of the base salary for the position in the graded salary plan will not receive benefits.

Employees who work less than full-time and in excess of one-half of the normal work week on a regularly scheduled basis or earn more than one-half of the base salary in the graded salary plan shall receive pro-rated sick leave, bereavement, vacation, and uniform benefits. In addition, they shall receive payment for holidays, to the extent of their scheduled hours that fall on a regularly scheduled duty day providing they have worked or been on paid leave the working day before and after the holiday. Pro-rated sick and uniform benefits shall be provided after 6 months of continuous service. Vacation credits shall be earned on the anniversary date. Employees hired prior to March 1, and who meet the salary and/or hours worked requirements of this paragraph, are eligible for step movement the following September 1, each year for the life of the Agreement (for years defined in Art. II, II Sec. 3), provided they are otherwise eligible for step movement.

## Appendix A

### Grade Classification

#### Grade I

- Cleaner

#### Grade II

- Custodian

#### Grade III

- Library Clerk
- Mail Supply Clerk
- Recreation Assistant
- Senior Custodian
- Typist

#### Grade IV

- Laboratory Assistant
- Computer Lab Assistant

#### Grade V

- Account Clerk
- Data Entry Operator

#### Grade VI

- Account Clerk-Typist
- Building Maintenance Mechanic

#### Grade VII

- Computer Support Specialist
- Secretary

#### Grade VIII

- Senior Account Clerk
- Senior Stenographer
- Senior Secretary

#### Grade IX

- Computer Operator
- Library Automation Coordinator

#### Grade X

- Hospitality Training Facility Manager
- Laboratory Technician
- Micro-Computer Technician
- Sr. Building Maintenance Mechanic I

#### Grade XI

- Sr. Building Maintenance Mechanic II

#### Grade XII

- Computer Programmer

#### Grade XIII

- Systems Analyst



**SCHEDULE A 9/1/03-8/31/04**

<b>GRADE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
1	9.10	9.40	9.71	9.97	10.28	10.62	10.98
2	9.44	9.75	10.03	10.34	10.71	11.10	11.45
3	10.43	10.77	11.19	11.55	11.91	12.35	12.76
4	10.66	11.04	11.42	11.81	12.27	12.70	13.14
5	11.04	11.42	11.84	12.27	12.71	13.14	13.68
6	11.30	11.73	12.13	12.54	13.09	13.59	14.12
7	11.70	12.12	12.53	13.06	13.54	14.05	14.68
8	12.36	12.82	13.31	13.89	14.45	15.08	15.70
9	13.20	13.78	14.34	14.92	15.58	16.21	16.92
10	14.23	14.79	15.48	16.13	16.86	17.56	18.30
11	15.48	16.13	16.86	17.57	18.33	19.17	19.93
12	18.26	19.04	19.88	20.76	21.71	22.66	23.63
13	21.02	21.95	22.92	23.96	25.07	26.18	27.33

**SCHEDULE B 9/01/04 - 8/31/05**

<b>GRADE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
1	9.43	9.74	10.05	10.32	10.64	10.99	11.35
2	9.78	10.09	10.38	10.70	11.08	11.48	11.84
3	10.79	11.14	11.57	11.94	12.31	12.76	13.18
4	11.03	11.42	11.81	12.21	12.68	13.12	13.57
5	11.42	11.81	12.24	12.68	13.13	13.57	14.12
6	11.68	12.12	12.53	12.95	13.52	14.03	14.57
7	12.09	12.52	12.94	13.49	13.98	14.50	15.15
8	12.77	13.24	13.74	14.34	14.91	15.56	16.19
9	13.63	14.22	14.80	15.39	16.07	16.72	17.44
10	14.69	15.26	15.97	16.63	17.38	18.10	18.86
11	15.97	16.63	17.38	18.11	18.89	19.75	20.53
12	18.82	19.62	20.48	21.38	22.35	23.33	24.32
13	21.65	22.60	23.59	24.66	25.80	26.93	28.11

**SCHEDULE C 9/1/05 - 8/31/06**

	<b>GRADE STEP 1</b>		<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
1	9.77	10.08	10.40	10.68	11.01	11.36	11.73	
2	10.12	10.44	10.74	11.07	11.46	11.87	12.24	
3	11.16	11.52	11.96	12.34	12.72	13.18	13.61.	
4	11.41	11.81	12.21	12.62	13.10	13.55	14.01	
5	11.81	12.21	12.65	13.10	13.56	14.01	14.57	
6	12.07	12.52	12.94	13.37	13.96	14.48	15.03	
7	12.49	12.93	13.36	13.93	14.43	14.96	15.63	
8	13.19	13.67	14.18	14.80	15.38	16.05	16.69	
9	14.07		14.68	15.27	15.87	16.57	17.24	17.98
10	15.16		15.74	16.47	17.15"	17.91	18.65	19.43
11	16.47		17.15	17.91	18.66	19.46	20.34	21.14
12	19.39		20.21	21.09	22.01	23.01	24.01	25.03
13	22.29		23.27	24.28	25.38	26.55	27.70	28.91

**SCHEDULE D 9/1/06 - 8/31/07**

	<b>GRADE STEP 1</b>		<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
1	10.11	10.43	10.76	11.05	11.39	11.74	12.12	
2	10.47	10.80	11.11	11.45	11.85	12.27	12.65	
3	11.54	11.91	11.36	12.75	13.14	13.61	14.05	
4	11.80	12.21	12.62	13.04	13.53	13.99	14.46	
5	12.21	12.62	13.07	13.53	14.00	14.46	15.03	
6	12.47	12.93	13.36	13.80	14.41	14.94	15.51	
7	12.90	13.35	13.79	14.38	14.89	15.43	16.12	
8	13.62	14.11	14.63	15.27	15.86	16.55	17.21	
9	14.52		15.15	15.75	16.37	17.08	17.77	18.53
10	15.64		16.23	16.98	17.68	18.46	19.22	20.02
11	16.98		17.68	18.46	19.23	20.05	20.95	21.77
12	19.97		20.82	21.72	22.66	23.69	24.71	25.76
13	22.95		23.95	24.99	26.11	27.31	28.49	29.73

**JEFFERSON COMMUNITY COLLEGE  
FACULTY ASSOCIATION  
SEPTEMBER 1, 2002 – AUGUST 31, 2004**

- *Full time only – no mention of part time*

**MOHAWK VALLEY COMMUNITY COLLEGE  
PROFESSIONAL ASSOCIATION  
SEPTEMBER 1, 2002 – AUGUST 31, 2005**

- *Full time only – non mention of part-time*

**MONROE COMMUNITY COLLEGE &  
THE FACULTY ASSOCIATION  
SEPTEMBER 1, 2004 - AUGUST 31, 2008**

**ARTICLE 3 - Recognition**

Section A. Defined. The Board recognizes the Faculty Association as the sole and exclusive negotiating representative for all Faculty in the following categories:

1) Adjunct Faculty	Directors (except as indicated below)
Advisors	Lecturers
Assistant Directors Associate Directors Coaches	Librarians
Clinical Supervisors Coordinators Counselors	Managers
Department Chairpersons	Professional Staff
	Part-time Faculty
	Teaching Faculty
	Technical Assistants
	Specialists
	Other Certified Instructional Staff

## Section B. Professional Working Conditions.

1. Office space and integration into the professional and intellectual life of the College. A committee consisting of three College and three Faculty Association appointees shall periodically make recommendations on ways to provide office space for the use of adjunct faculty to integrate adjunct faculty into the intellectual and professional life of the college.
2. Mail Folder Locations. All adjunct faculty will have a mail folder in the mailroom and will be provided appropriate mail service by their individual departments.
3. Listing in College Publications. All adjunct faculty shall have an opportunity to be included and listed as such in the College Directory. After four (4) cumulative semesters of employment, adjunct faculty shall have an opportunity to also be listed in the College Catalog if they request such listing.
4. Orientation – College and Departmental. The College may provide an orientation for all new adjunct faculty. Department orientations shall be held at the beginning of each semester for adjunct faculty.
5. Announcements. When a full-time vacancy occurs, adjunct faculty shall be notified by an announcement which will be posted. Adjuncts who possess the minimum qualifications and have taught 10 or more semesters in a department will receive an interview for a vacancy which occurs in that department.

Section C. Assignment of Available Courses. Departments are responsible for developing and implementing procedures for assigning available courses to adjuncts. These procedures must be consistent with general college policies.

After full-time and part time faculty have satisfied their base load and after the overload requirements of full time faculty are met, the balance of the courses will be staffed by adjunct faculty. After an adjunct faculty member has been assigned a section(s) to teach, neither full time nor part time faculty may displace that adjunct except when required to satisfy base teaching obligation.

Among criteria to be considered for adjunct faculty are: credentials, relevant professional experience, relevant community involvement, teaching evaluations, number of semesters taught and specific course experience. The Office of the Vice President, Academic Services or designee shall annually provide two months prior to the beginning of the fall semester an updated list of the courses taught, when taught, and the number of times taught by an adjunct. Departmental procedures must facilitate the process for the timely appointment and employment of adjunct faculty.

Section D. Compensation. An adjunct faculty member may teach no more than nine (9) contact hours in any one semester. Exceptions to this limit may be agreed to jointly by the vice president, academic services and the faculty association.

Adjuncts will be Compensated as follows:

	Amount Per Contract Hour Per Semester			
Rank	2004-05	2005-06	2006-07	2007-08
Lecturer	\$797	\$822	\$847	\$872
Instructor	\$797	\$822	\$847	\$872
Assist. Professor	\$852	\$877	\$902	\$927
Assoc. Professor	\$917	\$942	\$967	\$992
Professor	\$1016	\$1041	\$1066	\$1091

Section E. Guides for Adjunct Faculty Promotion. Evaluation for adjunct rank is primarily referenced on demonstrated effectiveness in teaching and professional development that supports it. Adjunct faculty shall be eligible for promotion after four years in rank having taught a minimum of eight semesters, including summer sessions.

To be considered for promotion, an adjunct faculty:

1. must have official transcripts on file;
2. must have a current Annual Faculty Development Report on file covering the time period since the

last promotion.

3. must have had a classroom visitation within the last 12 months, with a report on file and
4. must receive a letter of support from the department chairperson and the rank and tenure committee or adjunct supervisor.

#### Section F. Benefits

1. Adjunct faculty shall be covered by liability insurance in the same amount as full-time faculty and to the extent required by law, workers' compensation, unemployment benefits and retirement programs.
2. Adjunct faculty may participate in the college's health insurance program (Article 20) on a pre-tax basis at no cost to the college.
3. After one semester of teaching at the College, adjunct faculty may obtain a tuition waiver for one course at the college that is deemed professionally relevant and approved by the appropriate Department Chairperson and Division Dean.

#### Section G. Academic Freedom. Academic freedom applies to adjunct faculty.

Section H. Application. The following articles of this Agreement shall apply to adjunct faculty: Article 1 Definitions; Article 2 Preamble; Article 3 Recognition; Article 4 Governance, Section B; Article 6 Faculty Personnel Records; Article 7(a) termination; Article 24 Liability Insurance; Article 28 Supplemental Retirement Accounts; Article 29 Savings and Credit Union; Article 30 Direct Deposit; Article 34 Parking; Article 36 Annual College Budget; Article 37 Faculty Association Release Time; Article 39 Contract Legality; Article 40 Contract Printing and Distribution; Article 42 Rights of the Board of Trustees; Article 44 Grievance Procedures; Article 59 Distance Education; Article 62 Realignment; Article 64 Final Provisions.

### **ARTICLE 51 – Part-time Teaching faculty and Professional Staff**

Section A. Purpose and Implementation. This article and this article alone will contain the benefits, working conditions, and salary for part-time teaching faculty and professional staff.

Part-time faculty shall have an opportunity to be included and listed as such in the College Directory and Catalog. Copies of the Directory and Catalog will be made available to part-time faculty. Part-time faculty will have access to orientation programs offered by the College.

Section A. These non-ranked positions are eligible for promotion at the beginning of the sixth year of full-time employment in the position.

Title	Promotional Title	Increase to Base
Advisor	Senior Advisor	\$600
Technical Assistant	Senior Technical Assistant	\$600
Coordinator II	Coordinator I	\$750
Manager II	Manager I	\$750
Program Coordinator II	Program Coordinator I	\$750
Program Director II	Program Director I	\$750
Specialist II	Specialist I	\$750
Supervisor II	Supervisor I	\$750

Promotion is based on processes articulated in Article 54, Faculty Evaluation. Section B. Faculty presently employed at the College promoted to the positions of Assistant Director, Associate Director or Director shall receive a minimum additional supplement of \$1,000 for Assistant Director; \$1,250 for Associate Director and \$1,500 for Director folded into base salary at the time of appointment.

**NASSAU COMMUNITY COLLEGE  
FEDERATION OF TEACHERS  
SEPTEMBER 1, 2000 – AUGUST 31, 2005**

- o Does not bargain for Adjuncts

o D  
**OCTO**

**NASSAU COMMUNITY COLLEGE  
ADJUNCT FACULTY ASSOCIATION  
OCTOBER 1, 2005 - SEPTEMBER 30, 2010**

**ARTICLE 1 – The Association**

1.1 The Adjunct Faculty Association has been duly certified as the representative of the Adjunct faculty of Nassau Community College by an order of the Nassau County Public Employment Relations Board (dated November 1, 1973), as amended. As such it is the exclusive and unchallenged representative for negotiations with respect to rates of pay, salaries, grievances and other terms and conditions of employment for all employees in the negotiating unit for the period of this agreement. During the period of this agreement, the County of Nassau agrees not to recognize or negotiate with any other organization representing or claiming to represent employees within the negotiating unit.

**ARTICLE 6 – Salaries and Benefits**

6.1(c) Effective 9/1/07 8/31/08, all unit salaries and schedules shall be increased by 3.9% over 8/31/07

<b>Academic Rank</b>	<b>No. of Semester*</b>	<b>Rate per Contact Hour</b>	<b>Masters + 30cr.</b>	<b>Earned Doctorate</b>
Instructor	1-7	\$1010.06	\$1030.27	\$1035.32
Assist. Professor	8-17	\$1130.85	\$1153.47	\$1159.13
Assoc. Professor	18-27	\$1316.98	\$1343.31	\$1349.89
Professor	28+	\$1589.73	\$1621.52	\$1628.79
* Seniority credit will be awarded for service in any semester, except that no more than three semesters credit may be earned in an academic year.				

6.1(d) Effective 9/1/08- 8/31/09, all unit salaries and schedules shall be increased by 3.9% over 8/31/08

<b>Academic Rank</b>	<b>No. of Semester*</b>	<b>Rate per Contact Hour</b>	<b>Masters + 30cr.</b>	<b>Earned Doctorate</b>
Instructor	1-7	\$1049.46	\$1070.45	\$1075.70
Assist. Professor	8-17	\$1174.96	\$1188.08	\$1204.34
Assoc. Professor	18-27	\$1368.35	\$1395.70	\$1402.54
Professor	28+	\$1651.73	\$1684.76	\$1692.32
* Seniority credit will be awarded for service in any semester, except that no more than three semesters credit may be earned in an academic year.				

6.1(e) Effective 9/1/09 - 8/31/10, all unit salaries and schedules shall be increased by 3.9% over 8/31/09

<b>Academic Rank</b>	<b>No. of Semester*</b>	<b>Rate per Contact Hour</b>	<b>Masters + 30cr.</b>	<b>Earned Doctorate</b>
Instructor	1-7	\$1090.39	\$1112.20	\$1117.66
Assist. Professor	8-17	\$1220.79	\$1234.42	\$1251.31
Assoc. Professor	18-27	\$1421.72	\$1450.14	\$1457.24
Professor	28+	\$1716.15	\$1750.47	\$1758.32
* Seniority credit will be awarded for service in any semester, except that no more than three semesters credit may be earned in an academic year.				

## 6.8 Excellence in Education Increase

Effective September 1, 2007, teaching faculty with twenty (20) years of service, teaching at least one semester in each of twenty years, shall receive an Excellence in Education increase of thirty dollars (\$30) per contact hour for each contact hour they teach. Effective September 1, 2008, teaching faculty with twenty (20) years of service, teaching at least one semester in each of twenty years, shall receive an Excellence in Education increase of thirty (\$30) dollars per contact hour for each contact hour they teach. Effective September 1, 2009, teaching faculty with twenty (20) years of service, teaching at least one semester in each twenty years, shall receive an Excellence in Education increase of forty dollars (\$40) per contact hour for each contact hour they teach. The Excellence in Education increase shall also be awarded to all other titles in the Association bargaining unit in the following manner. Effective September 1, 2007, those in these titles who have worked at least one semester in each of twenty (20) years shall receive an Excellence in Education increase of 1.89% of the rate for each hour or other work period set forth in Section 6 of the contract they work; Effective September 1, 2008, those in these titles who have worked at least one semester in each of twenty (20) years shall receive an Excellence in Education increase of 1.89% of the rate for each hour or other work period set forth in Section 6 of the contract they work; Effective September 1, 2009, those in these titles who have worked at least one semester in each of twenty (20) years shall receive an Excellence in Education increase of 2.33% of the rate for each hour or other work period set forth in Section 6 of the contract they work.

## ARTICLE 9 – Leave Time

### 9.2 Child Care Leave

9.2(a) A child care leave of absence without pay and other benefits shall be granted for not more than two (2) years.

9.2(b) A child care leave shall be granted for birth of a child, illness of a child, adoption of a child, or death of spouse or child.

9.2(c) Where leave is granted herein the recipient cannot return until the commencement of a new semester.

### 9.3 Leave of Absence

With the approval of the Office of Academic Affairs, adjunct faculty may be granted an unpaid leave of absence for a period of up to one (1) year. At the request of the adjunct faculty member, such leave may be renewed annually at the discretion of the Office of Academic Affairs. Seniority credits will not accrue during this or any other unpaid leave; however, previously earned seniority will be retained during such period of approved leave of absence.

### 9.4 Paid Leave

Each member of the adjunct faculty shall be entitled to three (3) days off per year without suffering any loss of remuneration therefore, to be used for sick time, professional purposes or personal leave, as he determines. He/she must notify the Office of Academic Affairs prior to the time of said absence. This leave time may be accumulated to a maximum of (40) days.

### 9.5 Jury Duty

A leave of absence with pay will be granted to day adjunct faculty while on jury duty.

### 9.8 Extended Leave of Absence

9.8(a) In the event of serious illness, an adjunct faculty member with service in five consecutive academic years may apply for an extended leave of absence for a period of up to one year.

9.8(b) The adjunct faculty member will continue to accrue seniority during the period of leave (maximum of 3 semesters) for the purpose of future appointments. The semesters earned while on leave would not be applicable towards change in title for compensation purposes.

9.8(c) As part of the application for such leave, the faculty member may be required to furnish documentation of illness.

### **ARTICLE 25 – Annuity Check Off**

A check off procedure for an annuity shall be made available to Association members on the same basis as available to members of the Nassau Community College Federation of Teachers.

### **ARTICLE 27 – Health Insurance**

Nassau County will offer unit members the opportunity to participate in all available HMOs not part of the health care programs offered under the New York State Government Employees Health Insurance Program, as the adjunct's own cost and expense.

### **APPENDIX**

#### **Instructor**

Year	Rate per Contact Hour	Masters plus 30 Credits	Earned Doctorate
10/1/05 – 10/31/05	900.53	918.54	923.04
11/1/05 – 8/31/06	835.65	954.36	959.04
9/1/06 – 8/31/07	972.14	991.58	996.44
9/1/07 – 8/31/08	1,010.05	1,030.25	1,035.30
9/1/08 – 8/31/09	1,049.44	1,070.43	1,075.68
9/1/09 -	1,090.37	1,112.18	1,117.63

#### **Assistant Professor**

Year	Rate per Contact Hour	Masters plus 30 Credits	Earned Doctorate
10/1/05 – 10/31/05	1,088.22	1,028.38	1,033.43
11/1/05 – 8/31/06	1,047.54	1,068.49	1,073.73
9/1/06 – 8/31/07	1,088.39	1,110.16	1,115.61
9/1/07 – 8/31/08	1,130.84	1,153.46	1,159.12
9/1/08 – 8/31/09	1,174.94	1,198.44	1,204.33
9/1/09 -	1,220.76	1,245.18	1,251.30

#### **Associate Professor**

Year	Rate per Contact Hour	Masters plus 30 Credits	Earned Doctorate
10/1/05 – 10/31/05	1,174.16	1,197.64	1,203.51
11/1/05 – 8/31/06	1,219.95	1,244.35	1,250.45
9/1/06 – 8/31/07	1,267.53	1,292.88	1,299.22
9/1/07 – 8/31/08	1,316.96	1,343.30	1,349.89
9/1/08 – 8/31/09	1,368.32	1,395.69	1,402.54
9/1/09 -	1,421.88	1,450.12	1,457.24

#### **Professor**

Year	Rate per Contact Hour	Masters plus 30 Credits	Earned Doctorate
10/1/05 – 10/31/05	1,417.33	1,445.68	1,452.76
11/1/05 – 8/31/06	1,472.61	1,502.06	1,509.42
9/1/06 – 8/31/07	1,530.04	1,560.64	1,568.29
9/1/07 – 8/31/08	1,589.71	1,621.50	1,629.45
9/1/08 – 8/31/09	1,651.71	1,684.74	1,693.00
9/1/09 -	1,716.13	1,750.44	1,759.03

#### **Interpreters for the Deaf (ZOM)**

Year	Non Certified		IC/TC		CSC	
	OVR	NCC	OVR	NCC	OVR	NCC
10/1/05 – 10/31/05	19.09	34.72	19.62	39.93	20.82	44.27
11/1/05 – 8/31/06	19.83	36.07	20.39	41.49	21.63	46.00
9/1/06 – 8/31/07	20.60	37.48	21.19	43.11	22.47	47.79
9/1/07 – 8/31/08	21.40	38.94	22.02	44.79	23.35	49.65
9/1/08 – 8/31/09	22.23	40.46	22.88	46.54	24.26	51.59
9/1/09 -	23.10	42.04	23.77	48.36	25.21	53.60



**Administrative (ZTK) and Technical (ZSR) Assistants**

Year	Level I 0-13	Level II 14-27	Level III 28 +
10/1/05 – 10/31/05	24.50	26.94	31.92
11/1/05 – 8/31/06	25.46	27.99	33.16
9/1/06 – 8/31/07	26.45	29.08	34.45
9/1/07 – 8/31/08	27.48	30.21	35.79
9/1/08 – 8/31/09	28.55	31.39	37.19
9/1/09 -	29.66	32.61	38.64

**Counselors (ZQM)**

Year	Level I	Level II	Level III
10/1/05 – 10/31/05	32.01	35.35	41.72
11/1/05 – 8/31/06	33.26	36.50	43.35
9/1/06 – 8/31/07	34.56	37.92	45.04
9/1/07 – 8/31/08	35.91	39.40	46.80
9/1/08 – 8/31/09	37.31	40.94	48.63
9/1/09 -	38.77	42.54	50.53

**Music Tutors**

Year	ZSJ MT (1-13)	ZSK MT II (14-27)	ZSL MT III (28)
10/1/05 – 10/31/05	817.49	992.27	1,050.65
11/1/05 – 8/31/06	849.37	1,030.97	1,091.63
9/1/06 – 8/31/07	882.50	1,071.18	1,134.20
9/1/07 – 8/31/08	916.92	1,112.96	1,178.43
9/1/08 – 8/31/09	952.68	1,156.37	1,224.39
9/1/09 -	989.83	1,201.47	1,272.14

**Adjunct Librarian Rate**

Year	Librarian I	Librarian II	Librarian III
10/1/05 – 10/31/05	32.69	38.52	46.70
11/1/05 – 8/31/06	33.96	40.02	48.52
9/1/06 – 8/31/07	35.28	41.58	50.41
9/1/07 – 8/31/08	36.66	43.20	52.38
9/1/08 – 8/31/09	38.09	44.88	54.42
9/1/09 -	39.58	56.63	56.54

**NEW YORK UNIVERSITY**  
**ADJUNCTS COME TOGETHER UAW LOCAL 7902**  
**MAY 24 – AUGUST 31 2010**

(This contract is over 41 pages in length – for this study, significant sections have been excerpted only. The entire contract can be obtained at [ACTUAW.ORG](http://ACTUAW.ORG))

**ARTICLE I - Recognition**

Pursuant to the Certification of Representative, issued by the National Labor Relations Board in New York University and Adjuncts Come Together, ACT/UAW AFL-CIO, case No. 2-RC-22522, New York University Recognizes the International Union, UAW, AFL-CIO and its Local 7902, Adjuncts Come Together (ACT/UAW) as the sole and exclusive bargaining agent for all adjunct or part-time faculty employed by the Employer who provide at least a total of forty contact hours of instruction in one or more courses in an academic year (September 1 – August 31), or at least a total of 75 contact hours of individual instruction or tutoring during a semester, including faculty in positions currently designated under Code 112 and any equivalent or successor code to which such faculty may be appointed in the future. Excluded from the unit are all fulltime faculty (tenured, tenure-track and non-tenure track), all faculty in the School of Medicine, College of Dentistry and School of Law, and all other employees including visiting professors, visiting associate professors, visiting assistant professors, confidential employees, managerial employees and guards and supervisors as defined by the national Labor Relations Act.

#### **ARTICLE IV - Appointments**

A. Appointment to an adjunct or part-time faculty position may be made only by an authorized representative of the University. Such appointment shall be made for a particular course(s) only.

B. Scheduled courses may be cancelled prior to the start of the course due to insufficient enrollment or for academic, programmatic or budgetary reasons. If a course is cancelled after it begins, the adjunct or part-time faculty member shall be paid ten percent (10%) of the compensation for the course for preparation and additional proportional amount for actual class hours taught.

#### **ARTICLE V – Probationary Period**

Each adjunct or part-time faculty shall be on a probationary status during the first four (4) semesters of employment. During the probationary period, the University may discharge any such adjunct or part-time faculty and such discharge shall not be subject to the grievance or arbitration provisions of the Agreement. Extensions of the probationary period may be agreed upon by the University and the Union.

#### **ARTICLE VI – University Service**

A. Adjunct or part-time faculty who are no longer probationary will receive good faith consideration for re-appointment to courses offered by the University, which are to be taught by adjunct or part-time faculty, where he/she has previously taught the course.

B. Adjunct or part-time faculty who decline two (2) consecutive offers to teach will no longer be eligible for the status referred to in paragraph A.

C. Notwithstanding the foregoing provisions of this Article, the University may appoint or retain distinguished, noteworthy or accomplished persons for adjunct or part-time faculty appointments on a priority basis.

#### **ARTICLE XI – Space and Facilities**

A. The parties recognize the importance of adequate space and facilities in accomplishing the educational mission of the University.

B. Adjunct faculty teaching credit courses in degree-granting programs shall have reasonable access to desk and file space and computers. Such faculty also shall have access to University e-mail accounts and voice mail. Adjunct faculty shall not be required to conduct classes or instruction in his/her private residence or office.

C. A joint committee, consisting of two (2) university representatives and two (2) union representatives may meet up to four (4) times per academic year to consider issues relating to space and facilities for adjunct faculty described in paragraph B.

D. The University will, upon request of the Union no more than three (3) times per academic year, make available a suitable meeting space for general union membership meetings. Union requests must be made no later than ten (10) business days prior to the desired meeting date.

#### **ARTICLE XIII – Professional Development Fund**

The University shall establish an Adjunct Faculty Professional Development Fund effective September 1, 2004. The amount of one hundred thousand dollars (\$100,000.00) shall be designated for the Fund each academic year, such amount to be reasonably and equitably distributed among the Schools and Colleges of the University employing adjunct faculty. Adjunct and part-time faculty may apply to the Dean of the appropriate school or College for a grant of up to one thousand dollars (\$1,000.00) to support attendance at the academic conference, meeting or other relevant professional development activity. Any individual adjunct faculty may not receive more than one (1) grant each academic year. Approvals of grant applications will not be unreasonably withheld.

## ARTICLE VIII - Compensation

Adjunct and part-time faculty shall receive compensation as provided in the following schedule:

### A. Definitions

1. "Contact Hour" – A 50 to 60 minute period devoted to classroom/laboratory or analogous setting instruction for a group of students.
2. "Credit Courses" - Scheduled contact hours carrying academic credit toward an associates, bachelors, masters or doctoral degree.
3. "Non-Credit Courses" – Scheduled contact hours not carrying academic credit toward an associates, bachelors, masters or doctoral degree.

The University, in its discretion, may pay compensation above the minimum rates to any adjunct or part-time faculty.

### E. Academic Year 2007-2008

1. Effective September 1, 2007, all employees shall receive a minimum 3% increase in their rate of compensation or the following minimum rates, whichever is higher:

(a) Credit Courses in Degree Programs – Minimum Rates Per Scheduled Contact Hour –Lecture and Laboratory Courses:

(i.) \$97.00

(b) Performing/Studio Arts Instruction – Minimum Rates Per Scheduled Contact Hour:

(i.) \$72.00

(c) Individual, Group or Ensemble Lessons – Minimum Rates per Scheduled Contact Hour:

(i.) \$60.00

(d) Independent Study Supervision – Minimum Rates Per Credit Hour Per student Per Semester:

(i.) \$125.00

(e) Non-Credit Courses – Minimum Rates Per Scheduled Contact Hour:

(i.) \$56.00

### F. Academic Year 2008-2009

1. Effective September 1, 2008, all employees shall receive a minimum 3% increase in their rate of compensation or the following minimum rates, whichever is higher:

(a) Credit Courses in Degree Programs – Minimum Rates Per Scheduled Contact Hour –Lecture and Laboratory Courses:

(i.) \$102.00

(b) Performing/Studio Arts Instruction – Minimum Rates Per Scheduled Contact Hour:

(i.) \$78.00

(c) Individual, Group or Ensemble Lessons – Minimum Rates per Scheduled Contact Hour:

(i.) \$62.00

(d) Independent Study Supervision – Minimum Rates Per Credit Hour Per student Per Semester:

(i.) \$130.00

(e) Non-Credit Courses – Minimum Rates Per Scheduled Contact Hour:

(i.) \$58.00

#### E. Academic Year 2009-2010

1. Effective September 1, 2009, all employees shall receive a minimum 3% increase in their rate of compensation or the following minimum rates, whichever is higher:

(a) Credit Courses in Degree Programs – Minimum Rates Per Scheduled Contact Hour –Lecture and Laboratory Courses:

(i.) \$110.00

(b) Performing/Studio Arts Instruction – Minimum Rates Per Scheduled Contact Hour:

(i.) \$85.00

(c) Individual, Group or Ensemble Lessons – Minimum Rates per Scheduled Contact Hour:

(i.) \$64.00

(d) Independent Study Supervision – Minimum Rates Per Credit Hour Per student Per Semester:

(i.) \$135.00

(e) Non-Credit Courses – Minimum Rates Per Scheduled Contact Hour:

(i.) \$60.00

### **ARTICLE XIX – Annuity Plans**

A. Adjunct and part-time faculty are eligible to participate in the NYU Supplemental Tax Deferred Annuity Plan (“Plan”). Rights and obligations under the Plan are governed exclusively by the relevant legal plan documents.

B. The University will establish an Adjunct Annuity Plan (with the same investment options available to full-time faculty) effective December 1, 2008. For those adjunct faculty teaching during the Fall and/or Spring semesters of the previous three (3) academic years, the University will contribute 5% of the adjunct’s immediately previous Fall-Spring compensation to the adjunct faculty’s account annually on or about the following December 1.

### **ARTICLE XX – Health Insurance**

Adjunct and part-time faculty who meet the eligibility requirements described below may annually apply to obtain available health insurance coverage.

A. Eligibility for HMO insurance. Adjunct and part-time faculty who teach a minimum of 84 contact hours during the Fall and/or Spring semesters of an academic year or a minimum of 150 hours of individualized instruction in an academic year (with the minimum of 75 hours of such individualized instruction each in the Fall and Spring semesters) (Eligibility Requirements) may apply for health insurance coverage through any Health Maintenance

Organization (HMO) in which the university, from time to time, may participate and which is available to the University's full-time faculty. Such health insurance will be effective in the calendar year following the Academic Year during which the Eligibility Requirements were met.

1. The open Enrollment period for application for health insurance coverage through any HMO shall be conducted in or about October of each year, or in or about the time the open enrollment period is conducted for full-time faculty.
2. Adjunct and part-time faculty may apply for health insurance coverage each year during the Open Enrollment period.
3. Those adjunct and part-time faculty who meet the criteria and apply for health insurance coverage may participate in an HMO for the calendar year beginning on January 1 following the Open Enrollment period, subject to the terms and conditions of the HMO insurance policies.
4. There is a one-year qualification period. After qualifying, adjunct faculty must have an appointment for the next academic year in order to participate. Adjunct faculty who are employed for one year and do not obtain an appointment for the next academic year are not qualified to participate. Service which occurred prior to the effective date of the collective bargaining agreement may satisfy the qualification period.<sup>1</sup>
5. Employment during the Summer semesters shall not be considered in meeting the Eligibility Requirements for HMO health insurance coverage.
6. Adjunct and part-time faculty who apply for an HMO or HIP insurance plan must execute a certification in the form set forth below at the time each application is made.

(a) The certification shall provide as follows: I (faculty name) certify that I am not eligible to participate in any subsidized group insurance coverage through my employment other than with the University.

(b) Should the University determine that a faculty member's certification is inaccurate, the University shall cease to make contributions toward the HMO or HIP Insurance Plan.

B. Cost of HMO Health Insurance Coverage. Adjunct and part-time faculty who meet the above criteria and apply for health insurance coverage through an HMO shall pay a portion of the premium cost of such health insurance pursuant to the terms set forth below:

1. For adjunct and part-time faculty who teach a minimum of 84 contact hours during the Fall and/or Spring semesters of an academic year (or 150 hours of individualized instruction with a minimum of 75 hours each in the Fall and Spring semesters), the University shall make the following contributions toward premiums:

(a) During the first year of this Agreement, the University shall pay 50% of the cost of individual coverage, which may be applied to either toward individual coverage for the faculty member, or family/dependent coverage.

(b) During the second year and thereafter of this Agreement, the University shall pay either (i) 50% of the cost of individual coverage, or (ii) 60% of the cost of individual coverage, provided it is to be applied toward family/dependent coverage.

2. For adjunct and part-time faculty who teach a minimum of 126 contract hours during the Fall and/or Spring semesters of an Academic Year (or 225 hours of individualized instruction, with a minimum of 75 hours each in the Fall and Spring Semesters), the University shall make the following contributions towards premiums.

(a) During the first year of this Agreement, the University shall pay 75% of the cost of individual

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<sup>1</sup> Insurance coverage to be provided on a "look back" basis; for example, service rendered in Fall-Spring 2003-2004 shall determine eligibility for one year of coverage effective January 1, 2005.

coverage, which may be applied either toward individual coverage for the faculty member, or family/dependent coverage.

(b) During the second year and thereafter of this Agreement, the University shall pay either (i) 75% of the cost of individual coverage, or (ii) 85% of the cost of individual coverage, provided it is to be applied toward family/dependent coverage.

C. Eligibility for HIP Insurance. Adjunct and part-time faculty in the bargaining unit who do not meet the Eligibility Requirements may apply for health insurance coverage through a HIP Insurance Plan (HIP) for adjunct and part-time faculty in which the University, from time to time may participate, to obtain either individual or family/dependent coverage.

1. Those who are eligible for the bargaining unit but who do not meet the qualifying service criteria for coverage may participate in the existing HIP Insurance Plan for Adjunct faculty as long, and on such terms, as the program may exist from time to time, for both individual and family coverage. There is no University contribution toward this plan.

2. The open enrollment period for application for health insurance coverage through any HIP Insurance Plan shall be conducted in or about October of each year, or at such other times as determined by HIP or the University.

3. Adjunct and part-time faculty may apply for health insurance coverage during the open enrollment period.

4. Those adjunct and part-time faculty whose application for health insurance coverage are accepted may participate in the HIP Insurance Plan for a calendar year beginning on January 1 following the open enrollment period, subject to the terms and conditions of the HIP Insurance policy.

5. Adjunct and part-time faculty who successfully apply for health insurance coverage through the HIP Insurance Plan shall pay the full premium cost of such health insurance.

D. Payment for Health Insurance Coverage. Adjunct and part-time faculty who successfully apply for health insurance coverage through an HMO or HIP Insurance Plan shall make payments for the insurance premiums as provided for below.

1. Adjunct faculty shall receive invoices addressed to the adjunct or part-time faculty member's last known mailing address on a regular basis. Such invoices shall state the date by which the payment is due.

2. If payment is not received on the date by which is due, the University or its agent shall, 30 days following the date payment is due, advise the applicable HMO or HIP Insurance Plan that the adjunct or part-time faculty member is no longer eligible to participate in the HMO or HIP Insurance Plan. A copy of this notice shall be sent to the address of record of the adjunct or part-time faculty member.

3. All disputes regarding claims for benefits shall be determined exclusively under the claims review procedures described in the respective Insurance Plan's Summary Plan's Summary Plan Description.

**NIAGARA COMMUNITY COLLEGE  
EDUCATIONAL SUPPORT PERSONNEL  
SEPTEMBER 1, 2003 – AUGUST 31, 2007**

**ARTICLE 1 – Recognition and Definition**

1.1 (a) **RECOGNITION:** The Employer hereby recognizes the Union as the exclusive representative for purposes of collective negotiations. Included in the bargaining unit are all full-time and regular part-time employees in those positions approved and funded by the Employer (commonly referred to as "permanent" positions). Also included are all full-time and part-time employees, provisional employees and temporary employees (commonly referred to as "substitute") where such employee has been appointed by the Employer for a period of at least 12 consecutive weeks. Those positions covered by this Agreement are: typist, senior typist, campus security officer, senior computer programmer, assistant superintendent of buildings and grounds, senior clerk, stenographer, telephone operator, account clerk, account clerk stenographer, messenger, ETV operations supervisor, clerk, supervisor of central office services, senior library clerk, library circulation desk clerk, data entry operator, principal account clerk, payroll clerk, accounting supervisor, inventory clerk, senior A/V technician, senior security officer, principal library clerk, micro computer coordinator, microcomputer help desk receptionist, computer programmer, computer operator, senior stenographer, senior account clerk, cash account clerk, senior computer operator, data processing control clerk, administrative assistant/schools, principal audit clerk, registered professional nurse, machine operator, principal clerk, assistant machine operator, part-time assistant machine operator, part-time stenographer, part-time senior clerk, account clerk/typist, part-time typist, part-time messenger, and part-time campus security officer.

**EXCLUSIONS FROM THE BARGAINING UNIT:** Excluded from the bargaining unit are all the employees not specifically included above, all summer seasonal, work-study, student assistants, job training employees and two employees who voluntarily accept positions designated as managerial and confidential. If said employees refuse managerial and confidential positions, the employer will recruit from remaining work force on a voluntary basis. Lacking volunteers, the employer may hire for the next entry-level position a managerial and confidential employee.

**1.3 DEFINITION OF EMPLOYEES**

(b) **Regular Part-Time:** Those employees who work a minimum of 17.5 hours (or 20 hours) or more per week (based on the full-time rates noted above) on a regular schedule. These part-time employees shall be eligible for benefits only as noted below:

(1) **Health Insurance:** The College will pay 50% of the premium amount paid for full-time employees as noted in Sections 13.2 and 13.3 below.

(2) **Sick Leave:** One-half day per month (3.5 hours for 35 hour/week employees and 4.0 hours for 40 hours/week employees), subject to the remaining requirements of Article 8.

(3) **Personal Leave Time:** 10.5 hours/year for 35 hours/week employees and 12.0 hours/year for 40 hours/week employees, subject to the requirements of Article 8.5 below.

(4) **Vacation:** One (1) week per year (35 hours or 40 hours for 35 hours/week employees or 40 hours/week employees, respectively), subject to the requirements of Article 11 below (specifically 11.2 and 11.3).

(5) **Holidays:** One-half pay for each scheduled day pursuant to Article 10 below (3.5 hours for 35 hours/week employees, 4.0 hours for 40 hours/week employees).

(6) **Step Increases:** Where applicable, shall occur at a point in time when the employee's total accumulated hours equal one full year. (1,820 hours based upon a 35 hours per week full-time schedule, and 2,080 hours based upon a 40 hours per week full-time schedule.)

**(d) Part-time Belonging to ESPA: Effective May 24, 2002:**

- (1) Regardless of the title given to a position, the job to be performed shall determine the placement of the position as an ESPA position. If the job assignment reflects the work performed by ESPA members, and appropriate Civil Service title shall be given to the position and the position shall be designated to an ESPA member position.
- (2) Any appointment of a part-time Technical Assistant, regardless of the division to which the job is assigned, shall be made known to the ESPA along with the job duties to be performed. The ESPA shall determine by evaluating the job assignment, whether the position is properly designated as an ESPA position or not.
- (3) Whenever part-time positions exist, the positions are subject to review by the ESPA so that a determination can be made as to whether the positions can be joined together in order to place such position into the bargaining unit for the purposes of contractual wages and benefits.

**(e) Less than ½ time Employees Performing Work of ESPA Members Effective March 24, 2003:**

The Following provisions will apply to all less than ½ time employees who perform the work of ESPA members with the exception of Campus Security Officer, and who are appointed for a period of at least 12 consecutive weeks.

- (1) The applicable part-time employees who work less than ½ time will become members of the ESPA and will receive only the benefits that are specifically listed in Article 1.3(b) of the ESPA contract. Such benefits will be prorated based on the average number of hours per week the persons work during the period of appointment. For example, if a person covered by this Article 1.3 (e) works an average of 15 hours per week, the person filling the position will receive 3/7 of the benefits listed in Article 1.2(b); if the person works an average of 12 hours per week, the person will receive 1/3 of the authorized benefits.
- (2) Persons who are appointed for less than 12 consecutive weeks and are appointed again immediately following the end of their appointment period or are appointed again after a break in service of not more than 12 full months computed from the first day of their initial appointment will receive the applicable benefits commencing with their 13<sup>th</sup> week of cumulative service.
- (3) Work schedules for persons receiving benefits under this Article 1.3(e) may be changed to meet the needs of the department provided at least one week's notice is given the employee. Requests by these employees to change their work schedule may be accommodated by approval of the supervisor.
- (4) The union contract provisions governing opportunity to work are not applicable to these less than 1.2 time employees.
- (5) All less than ½ time employees, regardless of membership in the ESPA will be laid off before any regular part time or full time members of the ESPA is laid off. In the event a noncompetitive ESPA member is laid off due to lack of continued funding, such members may bump into a less than ½ time position for which they are qualified. It is understood that persons who are members of the ESPA have greater retention rights than non – union persons.
- (6) In the event that the College has a need to appoint a person to a position with an entry level (non-promotional) title that is not in Pay Grade 1, for example Account Clerk Typist, the College will review their need with the President of the ESPA, or designate, prior to implementation in an attempt to work out any concerns raised by the ESPA.



(7) The number of all less than ½ time positions may not exceed a number equivalent to 10% of the membership (not counting the less than ½ time positions), rounded to the next higher whole number, as of the effective date of this Article 1.3(e) and at each renewal thereafter without the approval of the ESPA.

(8) This Article 1.3(e) must be renewed by July 1, 2004 and each July 1 thereafter. In the event it is not mutually advantageous to continue the provisions of this Article 1.3(e), persons affected will retain their benefits under this Article 1.3(e) until the end of their appointment period or the academic year, whichever occurs first.

## **NIAGARA COMMUNITY COLLEGE TECHNICAL SUPPORT PERSONNEL ASSOCIATION SEPTEMBER 1, 1998 – AUGUST 31, 2004**

### **ARTICLE 1 - RECOGNITION AND DEFINITION**

**1.1 (a) RECOGNITION:** The Employer hereby recognizes the Union as the exclusive representative for purposes of collective negotiations. Included in the bargaining unit are all full-time and regular part-time employees in those positions approved and funded by the Employer (commonly referred to as "permanent" positions). Also included are all full-time and part-time employees, provisional employees and temporary employees (commonly referred to as "substitute") where such employee has been appointed by the Employer for a period of at least 12 consecutive weeks. The positions covered by this Agreement are: building maintenance person I, building maintenance person II, building maintenance person III, storekeeper, campus watch person, maintenance-custodial, head cleaner, groundskeeper, groundskeeper III, and custodian.

**EXCLUSIONS FROM THE BARGAINING UNIT:** Excluded from the bargaining unit are all the employees not specifically included above, all summer seasonal, work-study, student assistants and job training employees.

### **1.3 DEFINITION OF EMPLOYEES**

(b) **Regular Part-Time:** Those employees who work a minimum of 20 hours or more per week (based upon the full-time rate noted above) on a regular schedule. These part-time employees shall be eligible for benefits only as noted below:

(1) **Health Insurance:** The College will pay 50% of the premium amount paid for full-time employees as noted in Sections 13.2 and 13.3 below.

(2) **Sick Leave:** One-half day per month (4.0 hours for 40 hour/week employees), subject to the remaining requirements of Article 8.

(3) **Personal Leave Time:** 12.0 hours/year for 40 hour/week employees, subject to the requirements of Article 8.4 below.

(4) **Vacation:** One (1) week per year (40 hours for 40 hour/week employees), subject to the requirements of Article 11 below (specifically 11.2 and 11.3).

(5) **Holidays:** One-half pay for each scheduled day pursuant to Article 10 below (4.0 hours for 40 hour/week employees).

(6) **Step Increases:** Where applicable, shall occur at a point in time when the employee's total accumulated hours equal one full year. (2,080 hours based upon a 40 hours per week full-time schedule.)

**NORTH COUNTRY COMMUNITY COLLEGE  
ASSOCIATION OF PROFESSIONALS  
2003-2006**

- o *No mention of Part-Time*

**ONONDAGA COMMUNITY COLLEGE  
ASSOCIATION OF ADMINISTRATORS  
2005-08**

- o *No mention of Adjunct/Part-Time*

**ONONDAGA COMMUNITY COLLEGE  
FEDERATION OF TEACHERS AND ADMINISTRATORS  
SEPTEMBER 1, 2005 – AUGUST 31, 2008**

**ARTICLE IV - Federation Status**

4.1 Recognition. The College hereby recognizes the Federation as the exclusive bargaining representative for the maximum period as provided by law for members of the professional staff, which comprises full-time, part-time, and adjunct faculty included in the following titles: Counselor, Librarian, Audio-Visual Coordinator, Instructor's Assistant, Instructor Part-Time, Instructor, Assistant Professor, Associate Professor, Professor and Tutor.

College is on a semester basis. There will be no expectation of continuing employment from one semester to the next, unless the adjunct receives a "reasonable assurance of continued employment" notification. Such notification will not be provided to any adjunct who was on the adjunct roster prior to July 1, 2001, but may be provided to adjuncts placed on the adjunct roster on or after July 1, 2001. The College will support and not contest claims for unemployment insurance based on "reasonable assurance of continued employment" for adjuncts who were on the adjunct roster prior to July 1, 2001.

(c) With the recommendation of the Department and the approval of the College, trained adjunct faculty may provide student advisement and be compensated at the pro-rated adjunct hourly rate.

6.23 Part-Time Faculty: Part-time faculty perform all the duties of a full-time faculty member prorated on the basis of the number of credit hours assigned in a semester, and they teach fewer than 12 contact hours per semester.

## **ARTICLE VIII - Personnel Policies for Part-Time Faculty**

8.1 Retirement. Present coverage by the New York State Teachers Retirement System and the New York State Employees Retirement System, which are presently in full force and effect, shall be continued.

8.2 Leaves Without Pay. Subject to the written approval of the President, leaves of up to one (1) academic year without pay and extensions thereof may be granted upon written request to those persons who wish (1) to continue their education; (2) to advance their professional growth through such methods as industrial experience, research, consulting, travel, etc.; (3) to take such leaves for personal reasons. Request for such leave shall document the purposes thereof. If the leave request be for personal reasons, the documentation shall be deemed confidential.

8.3 Health/Dental Benefits. All benefit plans provided to full-time faculty under Section 7.4 are extended to part-time faculty under the same conditions as to full-time faculty.

8.4 Leaves With Pay.

a. Sick Leave.

1) Sick leave credits shall be earned by part-time faculty at the rate of seven (7) hours for each month or part thereof of service during the academic year (e.g., ten months service equals 70 hours per year), pro-rated on the basis of hours worked.

Sick leave credits shall be earned each month that an employee has been on full pay status for at least 50% of the working days in the calendar month, excluding days during which accumulated sick leave is being used by the employee.

2) Unused sick leave credit shall accumulate to, but not exceed 165 days, which equates to 1155 hours, prorated on the basis of hours worked.

7) For all faculty (including Librarians, Counselors, Instructor's Assistants and Audio Visual Coordinator) absence attributable to illness shall be charged against sick leave as follows: each net contact hour and each office hour shall be one (1) hour of sick leave.

b. Extended Sick Leave. Employees with five or more years of satisfactory service may in the case of verified serious and protracted illness receive additional sick leave with full pay after all other credits have been exhausted. Such additional sick leave may be granted at the discretion of the President and shall be up to one calendar month for those having five years and up to ten years employment; two calendar months for the ten to fifteen year employee and the maximum of three calendar months for the fifteen or more year employee. Employees may be given consideration for extended sick leave with full pay only once during their tenure. If granted by the President, the employee's entitlement shall be determined by his/her years of service at the time of application and unused days, if any, shall remain available to the employee for further discretionary utilization. Calculation of remaining extended sick leave credits will be based upon the number of calendar days in the month(s) originally requested. The employee will not be eligible for additional entitlement in the future.

c. Jury Duty. If during the academic year and upon proof of the necessity of jury service or attendance in court, pursuant to subpoena or other court order not as a party to Litigation involved, employees covered by this agreement shall be granted a leave of absence with pay for such purpose. Employees shall not be compensated additionally for jury duty while on the regular payroll.

d. Professional Leave. Faculty absence due to attendance at Professional, Academic, Faculty, or Union conferences/meetings will not be charged to leave days nor will pay be docked. Such absence is subject to the Vice President, Student and Academic Services or designee's prior approval; however, such approval will not be unreasonably denied.

8.5 Evaluation. All part-time faculty will receive a complete evaluation per the full-time faculty procedures contained in Schedule B.

8.6 Dismissal. Part-time faculty may be dismissed only for just cause. In the case of retrenchment, the College will give part-time faculty members affected preliminary written notice thereof on or before January 15th (October 1st in cases of program curtailment), and final notice by Registered or Certified Mail as soon as possible, but not later than March 15th with copy of such notice to the Federation. Affected part-time faculty within a given department, discipline or sub-discipline shall be terminated in the inverse order of their appointment relative to other part-time faculty.

#### **ARTICLE IX - Personnel Policies for Adjunct Faculty**

9.1 Retirement. Present coverage by the New York State Teachers Retirement System, and the New York State Employees Retirement System, which are presently in full force and effect, shall be continued.

9.2 Health/Dental Benefits. The College will permit adjunct faculty to purchase health and dental benefits as provided under the Onondaga County Municipal Benefits Agreement to full-time faculty under Section 7.4 at the faculty member's own expense at the premium equivalent rate as determined by the College provided the adjunct has completed his/her probationary period. Once enrolled, an adjunct's coverage will continue as long as the adjunct is employed by the College for at least one course during an academic year.

9.3 Tuition Waiver—SVNY. After full-time and part-time faculty have made use of SIJNY tuition waivers as specified in 7.5(a), adjunct faculty members shall be allowed to apply for remaining SUNY tuition waivers.

9.4 Tuition Waiver—OCC. Post-probationary adjunct faculty members shall be allowed to take one (1) course for each semester worked at the College for credit or audit without tuition cost, on a space-available basis, subject only to the prior entitlement of full-time employees of the College.

Spouses and dependents of post probationary adjuncts shall be allowed to take one OCC course per semester for credit or audit without tuition cost on a space available basis, subject to prior entitlement of full-time employees of the College.

9.5 Health Benefit Fund. Any post probationary adjunct, excluding OCC retirees, teaching in the calendar year 2006 who purchases health benefits as per article 9.2 of the contract can apply by October 31, 2006 for a portion of \$17,500 annually to help defray the costs of his/her health benefit beginning January 2007. Once enrolled, a post probationary adjunct's coverage and application for a portion of the annual \$17,500 will continue as long as the adjunct is employed by the College for at least one course during the calendar year. Adjuncts shall be entitled to apply for a portion of the \$17,500 on an annual basis by October 31st of subsequent years for the following January. The \$17,500 will be split equally among all adjuncts applying for the funds provided it does not exceed 90% of the cost of the benefit. The funds can only be used for health (and not dental) benefits.

## **ARTICLE XV - Adjunct Faculty Assignment Procedure**

15.1 Course Assignment: The College shall assign available course sections for each semester and summer session to adjunct faculty after full-time and part-time faculty have attained their full loads and overloads to the extent granted by the College or where otherwise needed. The College shall determine the scheduling of course sections taught by adjunct faculty.

15.2 Assignment Rosters: The Academic Department Chairperson shall place adjunct faculty on assignment rosters according to discipline. Placement on an assignment roster shall be determined by placement on the previous roster plus semesters of service in that discipline since determination of the previous roster. An adjunct faculty member must teach two (2) semesters before his/her name is added to the assignment roster, retroactively to the first semester he/she taught. Each summer session will be credited as a semester, but no more than two semesters may be credited towards placement on the assignment roster in a twelve-month period from September 1 to August 31 each year. There shall be no credit for summer school assignments prior to the 990 summer session. Semesters of service used for placement on one assignment roster may not be used for placement on any other roster. The relative standing on one assignment roster does not affect the relative standing on another assignment roster. Where seniority is tied, roster placement will be determined by alphabetical order of last name at the time of hire in the fall semester and reverse alphabetical order of the last name at time of hire in the spring semester.

Leave replacements and temporary appointments shall be given credit on the adjunct seniority roster for each semester taught in any discipline or sub-discipline per Article 15.4.

15.3 Updating: The assignment roster shall be updated annually prior to assignments being made for the Fall semester. Bargaining unit members have until September 15 to protest placement on a roster. Failure to protest within the time period will invalidate any claim to adjustment for that listing of disciplines in a department shall be posted or otherwise made available to each adjunct faculty member on an assignment roster both in each department and in the Department of Human Resources at least two weeks prior to assignments being made. A copy will also be sent to the Federation.

15.4 Assignment of Available Work: An assignment may include a course, a course and an associated laboratory, or a laboratory not associated with a course, Individual music lessons or multiple sections of the same course or laboratory amounting to less than 4 credit hours shall be considered one assignment. Tentative assignments may be made prior to the close of registration. Final assignments shall be made after the close of registration each semester and summer session on the basis of the adjunct faculty member's relative standing on the assignment roster (on a priority basis) with a maximum load totaling not more than 11.9 semester credit hours. Once assignments have been made from the assignment roster, any remaining work may be offered to persons not on the roster or to persons on the roster, without regard to their relative standing. The maximum teaching load for adjunct faculty is 11.9 semester credit hours regardless of numbers of locations and department. In no event will adjunct faculty be compensated for a teaching load of twelve (12) hours or more.

- a. Adjunct faculty will make assignment requests on a form on which they list course and time preferences.
- b. Based on the order of roster standings and the request forms, the chairperson makes assignments.
- c. To the extent work is available, each post probationary adjunct on the roster receives two assignments in order of roster standing. Then each probationary adjunct on the roster receives one assignment in order of roster standing.
- d. To the extent further work is available, additional assignments are made in order of roster standing with each adjunct faculty member receiving as close to 11.9 credit hours as desired within the approved sub-disciplines before anyone lower on the roster receives any

additional assignments.

e. The forms and records of assignments made will be available for perusal by any adjunct faculty on the assignment roster. In addition, a copy of the record of assignments will be forwarded to the OCCFT and the College.

15.6 Removal From Assignment Roster. A probationary adjunct may be removed from the assignment roster at any time by the college.

15.5 Exceptions: Notwithstanding the assignment roster system, available course sections may be assigned to persons not on the assignment roster or to persons on the assignment roster without regard to relative standing with notification to Federation President:

- a. If an adjunct faculty member withdraws from an assignment one (1) week or less before the start of an assignment, or
- b. In the event that reasonable efforts are made to contact adjunct faculty from the appropriate assignment roster and none are available or reachable, or
- c. Under other emergency circumstances.
- d. If an adjunct is credited with the development of a course that has been approved by the curriculum committee, then he/she shall be guaranteed the right to teach all sections of that course up to the 11.9 limit for the first two semesters it is taught, regardless of his/her rank on the assignment roster. He/she may waive the right for one or both semesters by notifying the department chairperson in writing. This stipulation only applies to courses developed beginning September 1, 2001.

15.6 Removal From Assignment Roster. A probationary adjunct may be removed from the assignment roster at any time by the College.

Any adjunct who has completed his/her probationary period (i.e., eight [8] semesters) may only be removed from an assignment roster for just cause.

An adjunct faculty member who has declined all offered assignment(s) in a department for three (3) consecutive occasions shall be removed from the assignment roster from which the assignments were offered. Any subsequent employment within the department shall be without prior service credit. In addition to declining an assignment as stated in this paragraph, failure to respond to notice of an assignment or inability on the part of the College to locate an adjunct faculty member for purposes of an assignment shall be considered as a declination. Adjuncts who have lost seniority and return, will return to probationary status and undergo evaluation for 8 semesters in accordance with Article 16.

15.7 Course Cancellation and Fees. The College may cancel a course any time prior to the first class meeting with no cost to the College. In such event, the adjunct who had been assigned will move to the top of the assignment roster from which he/she had been appointed for the next available course assignment. If the College cancels a course after the first or second class hour, the Adjunct will be paid 10% of what he/she would have received if the entire course was taught. If the College cancels a course after the third or fourth class hour, the Adjunct will be paid 20% of the money receivable for the entire course. If the College cancels a course after the fifth class hour, the Adjunct will be paid 30% of the money receivable for the entire course. In no event will an adjunct receive anything less than his/her pro-rated pay for all classes taught.

## **ARTICLE XVI - Adjunct Faculty Evaluation**

16.1 Evaluation: Adjunct faculty members shall be evaluated each of the first two semesters of employment and at least one time each year thereafter during probation on the basis of a classroom observation, student evaluation and department recommendation.

16.2 Limitation of Review. The parties agree that the adjunct faculty evaluation process described

herein shall not be grievable except as to compliance with procedural requirements. The power of an arbitrator to fashion a remedy shall be limited to the award of one (1) additional semester for evaluation, but in no event shall such award result in successful completion of the probationary period.

Procedures. The procedures for adjunct faculty evaluation are as follows:

- a. The College shall provide adjunct faculty members with a calendar of events including dates of completion for each element of the evaluation procedure. Prior to evaluation the adjunct faculty member shall be advised of the forms and procedures to be used in evaluation..
- b. The College shall appoint a faculty observer from among the full-time faculty within the adjunct's department no later than the end of the fourth week of classes. Appointments shall be voluntary except in the event that there are insufficient volunteers.
- c. The faculty observer shall conduct at least one (1) classroom observation of the adjunct faculty member by the end of the eleventh week of classes. Classroom observation shall be performed in accordance with forms and procedures used for classroom observations of full-time, non-tenured faculty.
- d. The College shall conduct at least one (1) student evaluation of the adjunct faculty member by the end of the ninth week of classes. The College shall provide results of the student evaluation to the adjunct faculty member and faculty observer. Student evaluation will be one element of the adjunct faculty evaluation process and will not be the sole criterion for determining reappointment or non-reappointment. The existing student evaluation form will not be changed except by mutual agreement of the parties.
- e. The faculty observer will complete the classroom observation form and provide a copy to the adjunct faculty member. The faculty observer shall also forward the completed classroom observation form and the results of the student evaluation to the Department Chairperson.
- f. The Department Chairperson shall prepare a written evaluation report for the President or designee based upon the faculty observer's classroom observation form, the student evaluation and departmental recommendation, if any. The report may propose for consideration that the adjunct faculty member be reappointed for another semester or not reappointed for another semester. The report may also propose reappointment with a plan to improve instruction.
- g. The evaluation report, of the Department Chairperson shall be made available to the adjunct faculty member by the end of the fourteenth week of classes. The member may respond in writing or appeal all or part of the evaluation report by serving written notice thereof upon the President or designee. Service must occur not later than one week from the date of receipt of the evaluation report by the member. The President or designee shall hold a hearing and call for such evidence as may be relevant to the appeal. The determination of the President or his/her designee to accept, modify or reject the report shall be final and binding.
- h. The final evaluation report, which includes the classroom observation form, student evaluation and department recommendation, if any, shall be reviewed by the President or designee who shall then determine whether to. reappoint or not reappoint the adjunct faculty member. The President or designee shall provide written notice of his determination to the member and the Department Chairperson prior to the start of the next succeeding semester or session.
- i. In the event that a faculty member teaches only during the summer session, summer sessions shall be credited toward completion of the probationary period.

#### 16.4 Post-Probationary Evaluation.

- a. After successful completion of probation, adjunct faculty members will be evaluated on an as-needed basis. The President or designee shall determine such need and will consider input from the adjunct's department. The procedures for the evaluation shall be consistent with the procedures established for probationary adjunct faculty evaluations.
- b. Post-probationary adjunct faculty teaching in an additional discipline or sub-discipline shall be observed and evaluated for two more semesters in each additional discipline or sub-discipline before achieving post-probationary status in the additional disciplines or sub-disciplines.

#### 3. Salaries for Adjunct Faculty.

- a. The following rates shall apply for adjunct faculty:

<u>Date</u>	<u>Probationary Adjunct</u>	<u>Post-Probationary Adjunct</u>
September 1, 2005	\$ 974 per credit hour	\$1,023 per credit hour
September 1, 2006	\$1,009 per credit hour	\$1,059 per credit hour
September 1, 2007	\$1,044 per credit hour	\$1,096 per credit hour

- b. The hourly rate of tutors, adjunct clinical instructors in Physical Therapist Assistant, Respiratory Therapy and Surgical Technology shall increase 1-1/2% for 2005-06; 1-1/2% for 2006-07; 3-1/2% for 2007-08.

### **ORANGE COMMUNITY COLLEGE FACULTY ASSOCIATION 2004-2005 THROUGH 2006-2007**

#### **ARTICLE I - Recognition**

A. The Employer has recognized the Orange County Community College Faculty Association as the exclusive negotiating representative for all full-time and part time day teaching faculty, librarians, counselors, and technical assistants presently employed or hereafter employed by the Employer, as set forth in the Order of Certification issued by the Public Employment Relations Board dated January 3, 1969 (a copy of which is attached hereto as Appendix A) for the maximum period allowed by law.

#### **ARTICLE IV**

#### 10. Part-time Day Faculty

Commencing with this Agreement, part-time day faculty members who taught nine (9) credit hours or more in 1995-1996, and who received a pro-rated salary in 1995-1996 shall receive pro-rated salaries in future years if they teach nine (9) credit hours or more. All other part-time day faculty members, regardless of their part-time teaching load, shall be paid at the continuing education and part-time day rate.



## E. Office Hours

Each full-time faculty member shall maintain at least five (5) office hours per week, spread over at least four (4) days and over the hours of the day in such a manner as to maximize access by his/her students. These hours shall be held in the faculty member's office. These hours may be changed for any week by written notice posted and communicated to the administrative office during the preceding week. Any faculty member holding office hours at a location other than his/her office shall post a notice on his/her office door indicating where such hours are held. Such location shall be accessible to students.

Each adjunct faculty member has the option, each semester, subject to Department Chair approval and availability of appropriate space, to maintain one (1) office hour per week for each course of three (3) or more credits taught in a semester, payment for which shall be at the Laboratory Hour rate of Appendix C-2. For off campus (i.e. not Middletown or NEC) day adjunct office hours it is the adjunct faculty's responsibility to interact directly with the host agency, not the department chair or other college personnel. The adjunct faculty must obtain in writing from someone at the agency, with the proper authority, the following information: a) time/day of office hour(s) and space location b) the calendar start and end date of the space availability c) the agency's agreement that the space will be provided at no cost to the college d) all paper work associated with this process will be submitted to the appropriate department chair.

## C. Paid Leaves of Absence

### 1. Sick Leave

Faculty members shall be granted eleven (11) sick days per year and may accumulate sick days to a total of 180 days, including any unused personal days which may be added to sick days. The eleven (11) sick days per year will be credited to each faculty member at the beginning of the academic year. A prorated number of sick days will be credited to any faculty member who is employed less than a full academic year. A member hired in a full-time temporary position, subsequently reduced to adjunct status, then returned to full-time status shall have the unused sick day accumulation for the first full-time position restored to the current accumulation.

An employee may submit an application to the Board of Trustees for continuation of his/her salary after all sick leave and other paid accruals have been exhausted. The Board of Trustees shall advise the applicant in writing of its decision, which decision shall be final and non-grievable.

To be eligible for a paid sick day for a day of absence the faculty member must notify his/her department chair no later than 7:00 a.m. on the day of absence for any class starting at or prior to 9:00 a.m. unless the faculty member's illness or injury makes it impossible to give such notice, for all other classes the faculty member must notify his/her department chair no later than 8:00 a.m. on the day of absence, unless the faculty member's illness or injury makes it impossible to give such notice.

### 4. Jury Duty

All faculty members subpoenaed as witnesses or jurors shall notify the President of the College at once. Subpoenaed faculty members required to serve as jurors or witnesses during a working day will be paid their normal salary. This time will not be deducted from accumulated paid leave or personal leave as long as the monies earned for such duty are turned over to the college.

### 5. Religious Holidays

Leave will be granted to faculty members whose convictions require them to observe religious holidays. Such leave will not be charged against annual vacation time, sick time or personal leave.

8. Tuition Reimbursement for courses offered b the College

The College will waive tuition and fees for credit courses for the spouse and dependent children of full time bargaining unit members, (for all part time employees this benefit will be prorated relative to their employment status), in those instances where such spouse or dependent child is otherwise independently accepted for enrollment in a degree program. Such tuition free enrollers, however, shall not be counted toward the minimum number of students necessary to offer a class, nor shall such students (when causing class sizes to be exceeded) result in additional hiring. The college will also waive two non-credit courses per academic year (there is a \$100 limit for each non-credit course) for all part time faculty.

The college will waive tuition for two (2) credit bearing and two (2) non-credit courses (again there is a \$100 limit on tuition for non-credit courses) for all full time employees covered under this contract. For all adjunct faculty the college will waive tuition for two (2) credit and one (1) non-credit course (there is a \$100 limit for the on-credit course) taken by a bargaining unit member each academic year. Such tuition free enrollment shall not be counted towards the minimum number of students necessary to offer a class, nor shall the enrollment (when causing class sizes to be exceeded) result in additional hiring.

**APENDIX C-2**  
**Continuing Education/Part-time Day Per Schedule**

**(Dollars per Credit Hour with Lab/Adjunct Office Hour Rate at  $\frac{3}{4}$  Hourly Rate)**

<b>Rank</b>	<b>2004-2005 Credit Rating</b>	<b>2004-2005 Lab Rate</b>	<b>2005-2006 Credit Rate</b>	<b>2005-2006 Lab Rate</b>	<b>2006-2007 Credit Rate</b>	<b>2006-2007 Lab Rate</b>
Instructor	\$737	\$533	\$759	\$570	\$790	\$592
Assistant Professor	\$821	\$616	\$846	\$634	\$880	\$660
Associate Professor	\$921	\$691	\$948	\$711	\$986	\$740
Full Professor	\$1,032	\$744	\$1,063	\$797	\$1,106	\$829

**PRATT INSTITUTE  
UNITED FEDERATION OF COLLEGE TEACHERS  
SEPTEMBER 1, 2003 – AUGUST 31, 2007**

**ARTICLE I - Recognition**

The administration hereby recognizes the Union or its successor as the exclusive bargaining representative for all full-time and regular part-time faculty presently or hereafter employed by the Institute in the bargaining unit certified as appropriate for election by the National Labor Relations Board, to wit:

"INCLUDED: All full-time and regular part-time members of the teaching staff including full and part-time professional librarians employed at the Institute's two locations at 200 Willoughby Avenue, Brooklyn, NY and 142 West 14<sup>th</sup> Street, New York, NY."

"EXCLUDED: All other employees, Deans, Assistant Deans, Associate Deans, Assistant to the Deans, Department Chairpersons, Directors, Associate Directors, Area Heads, Heads, The Librarian, the Assistant Librarian, Coordinators in the Art and Design and Package Design Department, Administrative Personnel, guidance counselors, laboratory assistants, graduate assistants, technicians, office clerical employees, guards and supervisors as defined in the Act."

"NOTE: Regular part-time members of the teaching staff are those individuals who are employed parttime on a regular basis during the course of the semester as opposed to a substitute who comes in during a semester to substitute for someone on maternity leave or disabled."

**ARTICLE XIII – Union Activity, Visitation and Bulletin Boards**

13.1 No employee shall engage in any Union activity, including the distribution of literature, which could interfere with the performance of work during his or her working time or in working areas of the Institute at any time except as may be provided for herein.

13.2 A representative of the Union shall have reasonable access to the Institute for the purpose of conferring with Administration, Union delegates or Union employees and for the purpose of administering this Agreement. Such conferences shall not interfere with the operation of the Institute.

13.3 The Administration shall provide space on existent bulletin boards which shall be used for the purpose of posting proper Union notices.

13.4 The Administration shall make available to the Union an office, furnished with the usual office equipment, including a desk, chairs, filing cabinet, typewriter and telephone (for campus and local use within the area code).

13.5 The Union Chapter at the Institute shall be permitted reasonable use of appropriate Institute facilities for its meeting upon proper notice to and approval of availability of space, provided, however, that the use shall not interfere with the Institute business or instruction.

13.6 The Union shall be permitted the reasonable use for Union Chapter purposes of copying, duplication and reproduction services on the same basis that these service are available to other groups and in organizations.

**ARTICLE XXIV – Salaries**

**24.3 Part-Time Faculty Increases**

(a) Effective September 1, 2003, part-time faculty members who were employed in the 2002-03 academic year shall receive an increase in their contact hour rate of 2.5% on the higher of full-time faculty

(1) The contact hour rate in effect for them in the 2002-03 academic year; or

(2) The applicable minimum rate.

(b) Effective September 1, 2004, part-time faculty members who were employed in the 2003-04 academic year shall receive the higher of:

(1) The contact hour rate in effect for them in the 2003-04 academic year plus 2.5% or

(2) The applicable minimum rate.

(c) Effective September 1, 2005, part-time faculty members who were employed in the 2004-05 academic year shall receive the higher of:

(1) The contact hour rate in effect for them in the 2004-05 academic year plus 3% or

(2) The applicable minimum rate.

(d) Effective September 1, 2006, part-time faculty members who were employed in the 2005-06 academic year shall receive the higher of:

(1) the contact hour rate in effect for them in the 2005-06 academic year plus 3.5%, or

(2) The applicable minimum rate.

#### 24.4 Part-Time Faculty Minimums

Effective September 1, 2004, the following shall be the minimum contact hour rates per contact hour of undergraduate lecture for the duration of the Agreement:

<u>Instructor</u>	\$850.00
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<u>Assistant Professor</u>	\$1,000
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<u>Associate Professor</u>	
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Years of Service	
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Up to 5	1,150
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6 to 10	1,200
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11 to 15	1,250
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16 to 20	1,300
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21 to 25	1,350
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26 +	1,400
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<u>Professor</u>	
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Years of Service	
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Up to 5	1,300
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6 to 10	1,375
---------	-------

11 to 15	1,450
16 to 20	1,525
21 to 25	1,600
26+	1,675

(a) A “year of service” shall be defined as two Fall or Spring semesters in which the faculty member actually taught part-time the entire semester. Time on paid leave shall be treated as time spent teaching for purposes of the preceding sentence.

(b) For purposes of determining part-time faculty minimums for part-time faculty only, there shall be a rebuttable presumption that a faculty member has taught part-time every semester since his/her date of employment at Pratt. The burden of establishing a faculty member’s years of service shall rest with the faculty member. The faculty member will be given access to pertinent employment records at his or her request.

24.5 All full-time faculty who have additional part-time employment shall be compensated at the part-time rate, carrying with him/her, his/her full-time rank. S/he shall be paid the prevailing rate or the part-time minimum for his/her rank, whichever is greater.

24.6 Full-time and part-time library faculty who work on weekends shall be compensated at the following hourly rates for such service:

Professor	\$40.00
Associate Professor	\$37.50
Assistant Professor	\$35.00
Instructor	\$32.50

24.7 Effective September 1, 2005, compensation for independent study students shall be at one hundred and ten dollars (\$110.00) per student per contact hour based on the contact hours that are normally associated with the course for which credit is being given.

## **ARTICLE XXVII – Health Benefits**

### **27.1 Eligibility and Contributions**

#### **(b) Part-time faculty**

##### **(1) CCE’s**

CCE’s are provided with health benefit coverage under the Aetna plan, however, any CCE who was awarded to CCE prior to September 1, 1998 who is presently covered by either the Self-Insurance Plan or HIP may continue that coverage. All CCE’s are required to contribute 25% of the cost of the coverage.

##### **(2) Other Adjunct Faculty**

Adjunct faculty without a CCE who have completed at least four semesters of employment as a visitor or as an adjunct, will be provided with coverage under the Aetna plans. Coverage shall be available for the adjunct faculty member, his/her spouse, and dependent children. The full cost of individual or family coverage shall be borne by such insured adjunct faculty.

##### **(c) Retirees**

(1) Future retirees who are participating in the Self-insured Plan or HIP at this time of retirement will be offered the choice between continuing that coverage or electing coverage under the Aetna plans being provided to Pratt Institute Administrator retirees. Future retirees who are participating in the Aetna plans at the time of retirement will be offered the Aetna plans being provided to Pratt Institute administrator retirees.

(2) Faculty who retire after December 8, 1993, will be required to contribute 20% of the cost of which ever coverage is elected.

(3) Faculty who retired prior to December 9, 1993, who elect the self-insured plan or HIP will be required to contribute ten percent (10%) of the cost of coverage. However, if no Aetna plan is available in the locale where the retiree resides, the pre-December 9, 1993 retiree will not be required to contribute the ten percent (10%) until the Aetna plans being provided to Pratt Institute administrator retirees becomes available and the retiree is offered the choice and elects not be covered by the Aetna plan.

#### 27.4 Domestic Partners

(a) Domestic partners, who satisfy all of the criteria set forth, have the same eligibility for health benefits under this Article as spouses of eligible faculty and librarians. Te criteria are as follows:

- (i) The persons are not related by blood;
- (ii) Neither person is married and the persons have never been married to each other;
- (iii) The persons share a primary residence and intend to do so permanently;
- (iv) The persons have been living together for at least one year prior to the date of the Affidavit;
- (v) The persons are at least eighteen years of age;
- (vi) The persons are competent to enter a contract;
- (vii) The persons are not in a domestic partnership relationship with anyone else; and
- (viii) The persons share common necessities of life and have agreed themselves to be responsible for each other's welfare.

(b) The faculty member or librarian must submit an Affidavit of Domestic Partnership swearing to the foregoing. In addition, she/he must submit proof of qualifying cohabitation. In the event the relationship terminates or any other change occurs so that the persons are no longer in compliance with all of the above criteria, the member or librarian must inform the Institute within thirty days.

(c) Coverage will first be available for a domestic partner who qualifies under the provisions of this Article as of January 1, 2006.

(d) Notwithstanding the above, the parties understand that this change must be approved by Aetna and/or HIP. In the event that Aetna and/or HIP does not approve it, the parties will negotiate such changes as are required to satisfy those carriers.

#### 28.2 Life Insurance

##### (b) Part-Time Faculty

The Institute shall provide a life insurance plan for part-time faculty with a CCE whereby each eligible member of the faculty shall be insured for ten thousand dollars (\$10,000). Certain reductions equal to two-thirds of annual gross salary (rounded to the nearest thousand dollars as is the current policy under this insurance plan) shall apply for employees over the age of 65.

#### 28.4 Tuition Remission and Tuition Exchange Plan

##### (b) Part-Time Faculty

The tuition remission program set forth in Article 28.4(a)(1), above, shall be available on a pro rata basis to the spouses and children of the adjunct faculty who have completed (10) or more semesters of employment (as a visitor or adjunct). The pro-ration per semester shall be based on the faculty member's workload in the last preceding semester as against a full-time per semester workload in the faculty member's department.

## **ARTICLE XXIX - Leaves**

### **29.3 Medical Leave**

(c) Part-time faculty members shall be entitled to three quarters of a month's medical leave at their regular rates for each academic year of employment until such individuals achieve a Certificate of Continuous Employment. At that time, the provisions of the second sentence of Article 29.3(b) above, shall apply.

## **ROCKLAND COUNTY COMMUNITY COLLEGE ADJUNCT FACULTY ASSOCIATION SEPTEMBER 1, 2003 – AUGUST 31, 2008**

## **ARTICLE I - Recognition**

The County of Rockland and SUNY Rockland Community College recognize the Rockland Community College Adjunct Faculty Association, Local 4896, NYSUT, AFT, AFL-CIO (i'^ViAssociationi^1^') as the exclusive bargaining representative for all employees of the College in a collective bargaining unit including all Adjunct Faculty, Adjunct Librarians (a/k/a hourly professional librarians), Adjunct Science Lab Instructors (a/k/a hourly professional lab instructors) and Adjunct Clinical Nurse Instructors (a/k/a hourly professional nursing instructors); excluding, however, all other employees including elected Rockland County officials, other employees already members of another Rockland County bargaining unit, and Rockland Community College managerial/confidential employees.

## **ARTICLE II – Grievance Procedure**

### 1. Definitions:

- A. Grievance shall mean a claim by a unit member, group of unit members or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
- B. Supervisor shall mean the appropriate immediate supervisory officer responsible for the area in which an alleged grievance arises.
- C. Grievant shall mean the Association and/or any person or group of persons in the negotiating unit filing a grievance.
- D. Days are work days.

### 2. Procedures:

- A. A grievance shall include the name and position of the grievant, the particular section(s) of the Agreement alleged to have been violated, and a statement of the nature of the grievance and the redress sought.
- B. All decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons thereof.
- C. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party and/or the Association within the specific time limits shall permit the lodging of an appeal at the next stage of the procedure within ten (10) days after the expiration of the period which would have been allowed for appeal had the decision been communicated on the final day.
- D. The time limits specified herein may be extended only by mutual agreement.
- E. A grievance brought by the Association may be submitted directly at Stage 2.
- F. The preparation and processing of grievance may be conducted during working hours and if so, the grievant and employees who are involved shall be excused from duty without loss of pay or benefits.

### 3. Stages of Grievance Procedure:

Stage 1 - Cluster Chair. A grievance must be filed in writing within thirty (30) days of the event or knowledge of the event giving rise thereto and will be discussed with the appropriate supervisor with the objective of resolving the matter informally. If the matter is unresolved, a decision shall be in writing and rendered within ten (10) days of presentation. If the grievance is filed by an individual, the Association shall be made aware of its filing, and no settlement of a grievance filed by an individual may be made if its terms are inconsistent with the terms of this Agreement.

Stage 2 - Vice President. If the grievance is not resolved at Stage 1, the Association may, within ten (10) days, file a written appeal with the appropriate Vice President or Division Director. Copies of the written decision at Stage 1 shall be submitted with the appeal. Within ten (10) days after the receipt of the appeal, a date for a conference shall be set; such conference to commence within five (5) days thereafter. The Vice President or Division Director shall render a decision in writing ten (10) days after the conclusion of the conference. A copy of the decision at Stage 2 will be provided to the Association.

Stage 3 - President. If the grievance is not resolved at Stage 2, the Association may, within ten (10) days, file a written appeal of the decision at Stage 2 with the College President. Copies of the written decision at Stage 2 shall be submitted with the appeal. Within ten (10) days after receipt of the appeal, a hearing date shall be set; such hearing to commence within fifteen (15) days after the receipt of the appeal by the College President. The College President or designee shall render his/her decision within ten (10) days after the conclusion of the hearing. A copy of the Stage 3 decision shall be provided to the Association.

Stage 4 Binding Arbitration.

- If the grievance is not resolved at Stage 3, the Association may make a demand for arbitration within twenty (20) days of the decision at Stage 3 to the American Arbitration Association.
- The parties shall be bound by the Voluntary Rules of the American Arbitration Association.
- The selected arbitrator will submit his/her decision not later than thirty-five (35) calendar days from the close of the hearing. The arbitrator's decision shall be in writing, setting forth his/her findings of fact, reasoning and conclusions and shall be final and binding upon all parties.
- The costs for the service of the arbitrator, including expenses if any, will be borne equally by the College and the Association.
- The arbitrator shall have no power to add to, subtract from, or modify the terms or provisions of this Agreement.

### **ARTICLE III - Association Dues and Deductions**

#### **1. Dues**

A. Pursuant to the plans certified by the Association and as any members thereof shall individually and voluntarily authorize in writing, the College shall deduct from the salaries of the employees the regular Association membership dues at agreed upon intervals and remit the same to the Treasurer of the Association. Dues deductions may only be revoked by instrument in writing, delivered to the College between September 1 and 15 of any year. The College shall promptly notify the Association of the receipt of any such revocation.

B. The employer agrees, in accordance with Section 208.3 of the Public Employees' Fair Employment Act, to deduct from the salary of any employee who is not a member of the Association, but who is represented by the Association for the purpose of collective negotiation, an Agency Shop Fee in an amount equivalent to the amount of dues payable by a member of the Association provided that the Association establish and maintain a procedure providing for the refund of any part of such Agency Shop Fee in accordance with applicable law.

2. NYSUT VOTE/COPE. Upon the presentation of written authorization, the College shall make payroll deductions for NYSUT VOTE/COPE

3. Indemnification. The Association shall indemnify and hold harmless the College, and its officials, and employees from any cause of action, claim, loss or damage incurred as a result of the College's deduction from employees pursuant to this Article, provided such deductions are done consistent with instructions given the College by the Association, and provided that such indemnification and hold harmless provision does not include any legal fees that the College may incur.

### **ARTICLE IV – Leave and Absence**

1. Personal Leave. Adjuncts shall receive one paid personal leave day per semester. Such day, however, shall not be provided for Winter or Summer sessions. In the event that the unit member is aware of an impending absence the member will provide notice to his/her immediate supervisor as soon as he/she is aware of the necessity for such



absence. However, if the personal day is used for unanticipated illness or emergency, notice shall be given as soon as possible.

2. Bereavement Leave. (A) A member of the bargaining unit teaching two or more days a week shall be allowed two (2) working days bereavement leave without loss of pay in the event of a death within the employee's immediate family. (B) A member of the bargaining unit teaching one day a week shall be allowed one working day bereavement leave without loss of pay in the event of a death within the employee's immediate family. (C) "Immediate family" is defined as spouse, domestic partner, grandparents, parents, siblings, children, step-children, spouses of children and parents of spouse. (D) A member of the bargaining unit teaching one or more days a week shall be allowed one working day bereavement leave without loss of pay in the event of the death of the grandparent of a spouse, mother/father-in-law, step-parent of a spouse, or brother/sister-in-law. (E) When an adjunct is absent for purposes of bereavement, he or she will reschedule his/her classes or provide coverage for any class missed.

3. Absences. (A) When an adjunct is absent, she/he will exercise her/his best efforts to reschedule her/his class or to obtain a suitable substitute for the classes she/he will miss; (B) When the absence is a paid leave day, or when the class is rescheduled or a suitable substitute is found as above, the adjunct shall suffer no loss of pay. In all other cases, the absent adjunct will suffer a pro-rata reduction in pay for each class missed based on her/his then-current rate of pay; (C) Unit members who provide coverage as substitutes will be compensated at a rate equal to their then-current credit hour rate on a pro-rata basis.

#### **ARTICLE V – Course Tuition Waiver**

Adjunct Faculty covered under Article I of this Agreement shall be entitled to a waiver of tuition costs for credit courses taken by them, their spouse, or their dependent children at SUNY Rockland Community College upon completion of any semester of adjunct teaching (including Winter and Summer sessions). This benefit shall be available in the semester following the fulfillment of the teaching requirement, and for each academic thereafter, provided the adjunct has taught at least one semester in the previous academic year. There shall be a limit of 36 total credits per adjunct family per academic year. Once the adjunct is no longer eligible, he or she must serve the 4 semester teaching requirement to regain eligibility.

#### **ARTICLE VI - Facilities**

1. Office Space: Effective September 1, 1998 the College shall provide to the Association, for its exclusive use, office space on the grounds of the main Campus of the College.

2. Bulletin Board. The College shall provide a bulletin board for the exclusive use of the Association. The bulletin board shall be located next to the Association office.

#### **ARTICLE VII - Miscellaneous**

1. In the event that Adjunct Faculty will receive their first paycheck of the semester later than four weeks after the start of that semester, the College will contact the President of the RCC Adjunct Faculty Association and will advise him/her of the reasons for the lateness of pay within a reasonable time after the College has such knowledge.

2. The College shall provide to the Association 300 copies of the Collective Bargaining Agreement within 90 days of the signing of the Agreement.

#### **ARTICLE VIII – Unit Member Rights**

1. Personnel Files. A member of the unit shall be provided a copy of any adverse evaluation or communication placed in his/her personnel file within 5 days of insertion into the file and be given an opportunity to respond to same in writing. Such responses shall be included in the personnel file. Unit members shall have the right, upon request and reasonable notice, to review the contents of his/her personnel file, and, upon request, the College shall furnish a copy of any file material to the unit member.

2. Discipline for Cause. In the event that a bargaining unit member is disciplined for cause, he/she shall receive a reason for such action in writing. The member will be entitled to request a meeting with the President of RCC or his designee in

order to discuss such action. The member shall be entitled to have union representation at such meeting. Academic Freedom. Each faculty member covered by this agreement shall be entitled to full academic freedom as defined and may not be disciplined or discharged for conduct falling within the definition of academic freedom. The full definition is as follows:

3. The faculty member is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties, but research for pecuniary return should be based upon an understanding with the authorities of the institution.

a. The faculty member is entitled to freedom in the classroom in discussing his/her subject, but should be careful not to introduce in his/her teaching controversial matter which has no relation to his/her subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time appointment.

b. The faculty member is a citizen, a member of a learned profession, and an officer of an educational institution. When one speaks or writes as a citizen, one should be free from institutional censorship or discipline, but one's special position in the community imposes special obligations. As a person of learning and an educational officer one should remember that the public may judge one's profession and institution by one's utterance. Hence, one should at all times be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate that one is not an institutional spokesperson.

#### **ARTICLE IX – Compensation and Benefits**

1. Credit Hour and Hourly Rates. Per Credit Hour and Hourly rates shall be increased as follows: 2003/04 - 0%; 2004/05 - 3%; 2005/06 - 3.5%; 2006/07 - greater of 3% and change in CPI; 2007/08 - greater of 3% and change in CPI (CPI shall be measured using the net change in the NY/NENJ Metro rate for the twelve month period—July to June—prior to the scheduled increase). The difference between the agreed-upon 2004/05 rates and the amount actually paid for the period September 1, 2004 through ratification shall be paid in a lump-sum payment payable within thirty (30) days following ratification.

1-A. Bonus. Within 30 days of ratification of the Collective Bargaining Agreement a one time bonus equal to 2.5% of each bargaining unit member's W-2 earnings for the school year 2003-2004 shall be paid to all unit members who were employed in that year and worked at any time during the 2004/05 contract year. Bonuses shall not become a part of base salary at any time. Separate checks will be issued for the payment of this bonus.

2. Longevity. In addition to the annual increases specified above, all members of the bargaining unit shall receive longevity increases after four years of service as follows: 2003/04 - existing; 2004/05 - 5.9%; 2005/06 - 5.8%; 2006/07 - 5.7%; 2007/08 - 5.6%. In addition to the annual increases specified above, members of the bargaining unit shall receive longevity increases after 9 years of service as follows: 2003/04 - existing; 2004/05 - 11.8%; 2005/06 - 11.6%; 2006/07 - 11.4%; 2007/08 - 11.2%. A year shall be defined as any 2 semesters, which shall include Winter and Summer sessions.

The negotiated changes in base rates and longevity multipliers result in the following per credit hour rates:

Contract Year	Base per Credit Hour	4 year Longevity	4 year per Credit Hour	9 year Longevity	9 year per Credit Hour
2003/04	\$661.00	Existing	\$701.00	Existing	\$741.00
2004/05	\$681.00	Plus 5.9%	\$721.18	Plus 11.8%	\$761.31
2005/06	\$704.65	Plus 5.8%	\$745.52	Plus 11.6%	\$786.39
2006/07	\$725.79 (min.)	Plus 5.7%	\$767.16 (min.)	Plus 11.4%	\$808.53 (min.)
2007/08	\$747.57 (min.)	Plus 5.6%	\$789.43 (min.)	Plus 11.2%	\$831.30 (min.)

### 3. Health Insurance.

A. All members of the bargaining unit shall be eligible to apply for coverage under any health insurance plan available to Rockland County employees without any contribution from the College or Rockland County at their own cost and expense. Eligibility for participation shall be determined by the then-current laws, regulations, requirements and contractual obligations applicable to the plans. Participants must pay the required premium to the County of Rockland in accordance with the reasonable rules, regulations and instructions promulgated by the County of Rockland Insurance Department from time to time.

B. A member of the bargaining unit who, prior to the date of this MOA, participated in a County of Rockland health insurance program and is no longer eligible to participate in the plan in which they were enrolled, may continue his/her coverage under COBRA by remitting the premium payment plus the administrative charge as required under the law. Alternatively, such employees may apply for participation in a different Country provided health insurance plan in accordance with the provisions of paragraph A.

C. The health insurance coverage provided by the County or the College to its employees may be modified at the sole discretion of the County or the College without negotiation with or the concurrence or approval of the Association.

4. Flex Plan. Members of the bargaining unit will be permitted to enroll in any available section 125 flex program offered to College employees, in accordance with the provisions of said program in the law.

### **ARTICLE X – Term**

The Agreement shall be effective September 1, 2003 to August 31, 2008, and from year to year (9/01 – 08/31) thereafter unless either party notifies the other, in writing, on or before May 1, 2008 or the same date in any subsequent year of an intent to renegotiate the Agreement.

### **ARTICLE XI – Requirement of Legislative Action**

*IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL*

**SCHENECTADY COMMUNITY COLLEGE  
CHAIRMEN, ADMINISTRATORS AND DIRECTORS ASSOCIATION  
SEPTEMBER 1, 2004 – AUGUST 31, 2009**

*- No Mention of Part-time Adjuncts*

**SCHENECTADY COMMUNITY COLLEGE  
FACULTY ASSOCIATION  
SEPTEMBER 1, 2004 – AUGUST 31, 2009**

*- No Mention of Part-time Adjuncts*

**SUFFOLK COMMUNITY COLLEGE  
FACULTY ASSOCIATION  
SEPTEMBER 1, 2001 – AUGUST 31, 2005  
AND STIPULATION AGREEMENT 9/1/05 – 8/31/11**

**15. Adjuncts**

All current adjuncts will be offered a full complement of courses before assigned to newly hired adjuncts, to be effected through administrative policy.

Adjunct Faculty Development Fund (Article V, G): Eligibility after 3 semesters of SCCC experience and working 2 or more contact hrs/semester. Eligibility for reimbursement of up to \$750/year

Adjunct offices, equipped with secure storage spaces (lockers) & will not be used as make up test taking sites by other faculty members

Shall be notified via email or faculty portal of all college-wide general faculty meetings.

Adjuncts without discipline specific Masters' degree may petition for a waiver of MA specific degree to be eligible for promotion to Adjunct Assistant Professor. Decision of College is final and non-reviewable.

Adjunct self-pay rates for EMHP shall be at the lowest self-pay rate/year.

Effective as soon as practical, adjuncts permitted to participate in County Flex Benefits Plan pursuant to applicable rules, regulations and procedures of that plan.

**Adjunct Rates**

	<b>2004/05</b>	<b>2005/06</b>	<b>2006/07</b>	<b>2007/08</b>	<b>2008/09</b>	<b>2009/10</b>	<b>2010/11</b>
P	\$600	\$600	\$618	\$637	\$656	\$675	\$696
P1	\$707	\$707	\$728	\$750	\$773	\$796	\$820
P2	\$781	\$781	\$804	\$829	\$853	\$879	\$905
Specialist	\$837	\$837	\$862	\$888	\$915	\$942	\$970
Specialist 2	\$900	\$900	\$927	\$955	\$983	\$1,013	\$1,043
INSTRUCTOR	\$854	\$854	\$954	\$983	\$1,012	\$1,042	\$1,074
ASSISTANT PROFESSOR	\$935	\$935	\$1,035	\$1,066	\$1,098	\$1,131	\$1,165
ASSOCIATE PROFESSOR	\$1,010	\$1,010	\$1,110	\$1,143	\$1,178	\$1,213	\$1,249
PROFESSOR	\$1,115	\$1,115	\$1,215	\$1,251	\$1,289	\$1,328	\$1,367

**READERS/HOLISTIC SCORERS**

(Per Hour)	45.85	\$45.85	\$45.85	\$45.85	\$45.85	\$45.85	\$45.85
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**Adjunct "Right to Know" Training Session Rate**

(Per Hour)	35.83	\$35.83	\$35.83	\$35.83	\$35.83	\$35.83	\$35.83
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Excellence in Education Stipend				2007/08	2008/09	2009/10	2010/11
		Professor		\$3,956	\$4,072	\$4,192	\$4,318
		PA2		\$2,372	\$2,442	\$2,513	\$2,589

***(Suffolk Continued)***

## **ARTICLE I - Recognition**

The Faculty Association has been recognized as the exclusive representative of Employees within the bargaining unit designated as Unit III on Board of Supervisors Resolution No. 187-1970 and Suffolk County Legislature Resolutions Nos. 1284-1975 and 1666-76 and by certification of the Suffolk County Public Employment Relations Board. Unit III includes:

Full-time and adjunct classroom and non-classroom faculty in the following ranks:

Professors

Associate Professors

Assistant Professors

Instructors

Specialists

Professional Assistants (PI, P2)

Educational Services Assistants

**Bereavement Leave.** A full or part-time faculty member shall be granted four (4) calendar days without loss of pay in case and at the time of death in his/her "immediate family" which shall be defined as his/her spouse, child, stepchild, parent, legal guardian, siblings; two (2) calendar days without a loss of pay in case of and at the time of death of his/her parent-in-law, and grandchild. A faculty member is expected to notify and appropriate administrator as soon as possible regarding such leave.

**Physical Conditions.** 4. Shared desk space and mail boxes shall be provided to each adjunct faculty member.

### **6.5 Adjunct Due Process**

a. After serving ten (10) semesters, and adjunct faculty member must receive two (2) administrative evaluations before being dropped from the seniority list. The second administrative evaluation is required if the peer recommendation is different from the first administrative recommendation.

b. After serving fourteen (14) semesters, an adjunct must receive two (2) administrative evaluations. If the evaluations indicate that improvement is needed, the adjunct will be given one (1) semester to improve his/her performance. (If the recommendation to remove an adjunct from the seniority list is based on issues other than performance – e/g/. misconduct, absenteeism, etc., - an additional semester will not be granted.

c. Removals from the seniority list based on substantive (performance) issues may be appealed up to Stage 4 of the Grievance procedure only. Removals from the seniority list which have not followed the procedure above may be appealed to an arbitrator.

d. Educational services assistants shall be entitled to adjunct due process rights as defined above.

### **Group Health Insurance.**

e. Adjunct faculty may buy into the Employees Medical Health Plan of Suffolk County (EMHP). Adjuncts who buy into EMHP shall be charged/pay the "fund" rate, not the "plan" rate, said "fund" rate as determined by the actuarial consultant to the EMHP Labor/Management Committee.

## **APPENDIX G**

### **PROCEDURES FOR THE HEALTH INSURANCE BUY-IN FOR ADJUNCT FACULTY**

Pursuant to the contractual agreement between the Suffolk County Faculty Association and County of Suffolk, adjunct faculty members who have served for two semesters within a two (2) year period and have earned more than \$2,000 in the prior academic year are eligible to join the County's health insurance program at the "fund" rate. The adjunct faculty members must pay the required premium by check payable to the Suffolk County Treasurer on a monthly, quarterly or annual basis no later than the fifteenth (15th) of the month prior to the period of coverage. The check should be forwarded to:

Department of Civil Service/Human Resources  
Employee Benefits Unit  
P.O. Box 6100  
North County Complex Building 158  
Hauppauge, New York 11788  
Att: Adjunct Faculty Premium  
e-mail - [ebu@suffolkcountyny.gov](mailto:ebu@suffolkcountyny.gov)

An adjunct faculty member who participates in the health insurance program and is no longer eligible to participate, may continue his/her coverage under the COBRA laws by maintaining the premium payment plus the administrative charge as required under the law provided no other coverage exists for that individual. Currently the COBRA law provides for a two percent (2%) administrative charge payment. The health insurance coverage provided to County employees may be modified by the Labor/Management Committee of the Employee Medical Health Plan of Suffolk County without the concurrence or approval of the participating adjunct faculty.

### **Salary and Assignments: Adjunct**

1. The per credit hour salary for adjunct faculty shall be in accordance with the schedule set forth in Appendix A.
2. Subject to the provisions of A, 2 above, an adjunct faculty member will be assigned courses in any discipline in which he/she has been deemed qualified on the basis of seniority except when unusual circumstances prevail. Adjunct faculty hired after September 1, 1994 will be assigned courses in their discipline on the basis of seniority in their discipline except when unusual circumstances prevail. If unusual circumstances prevail in the hiring of an adjunct outside the seniority list, the administration shall notify the Association in advance of such hiring. Seniority shall be based first upon the number of semesters in which the adjunct faculty member performed unit III services, then upon the number of courses taught or assignments covered. For adjuncts who taught before September 1, 1972, additional seniority credit prior to the date shall be based only on the number of semesters taught prior to September 1, 1972, as submitted by the Association. Adjunct Seniority shall include summer session (any/all employment between graduation and the first day of fall semester) subsequent to September 1, 1980, as one (1) semester. Seniority rights shall be lost in the even the member has not taught for eight

(8) or more consecutive semesters. In the event that after reasonable efforts are made to contact adjunct faculty with seniority rights, none is available, another person may be appointed to perform the assignment. In all such cases, the Association shall be advised. All adjunct faculty employed during the semester in which the catalog for the following year is prepared shall be included in the catalog.

3. Notwithstanding the provisions of A, 2 and B, 2 above, the Administration may limit an adjunct hired after September 15, 1984, to one (1) course/assignment or three (3) credit hours, whichever is greater, over the first three (3) semesters after he/she is initially hired.

4. Adjunct faculty who are subsequently hired as full-time faculty shall be given credit for adjunct teaching experience in their placement on a full-time faculty salary schedule. Thirty (30) to thirty-two (32) credit hours (or twenty-four (24) to thirty (30) in the case of English faculty) shall be considered as one year of teaching experience for the purpose of placement on the full-time salary schedule. Adjunct credit hours accrued only in credit-bearing primary, secondary and/or non-discipline courses (e.g., CS 15) at the college shall count toward placement on the salary schedule. Courses taught on a part-time basis at another regionally accredited institution of higher education shall also be added to the above computation on the basis of one (1) credit hour added for each two (2) credit hours employed in the discipline. Courses taught on a non-credit basis shall not count toward a step or toward promotion.

5. (a) When an adjunct faculty member is hired full-time, she/he shall be given the rank he/she held as adjunct, except as limited by Appendix A, 2, d.

(b) In the event that an adjunct is hired as a time faculty member, if the adjunct had been employed in rank for thirty (30) or more contract hours (or twenty-four (24) or more contact hours in the case of English faculty), the minimum time to be served for eligibility for full-time promotion shall be reduced by one (1) year. Only adjunct contact hours accrued in the discipline in which the faculty member has been hired to work full-time shall be applicable toward full-time promotion in rank in that discipline.

6. Each semester the Administration shall notify each adjunct of his/her rank, current assignment, and current credit hour rate. In addition, the Administration shall provide the Association with a copy of the current seniority printout used by the evening offices.

## **F. Eligibility for Promotions**

3. The guideline for an adjunct faculty to be considered for promotion in academic rank is service at the College in his/her present rank for the following number semesters for accumulation of the following number of teaching hours in the academic discipline in which he/she will be considered for a promotion:

- a. for promotion to Adjunct Assistant Professor: Ten (10) semesters and thirty-nine (39) teaching hours as Adjunct Instructors.
- b. For promotion to Adjunct Associate Professor: Fourteen (14) semesters or fifty-four (54) teaching hours as Adjunct Assistant Professor.
- c. For promotion to Adjunct Professor: Eighteen semesters or sixty-nine (69) teaching hours as Adjunct Associate Professor.

- d. For promotion to Professional Assistant P@: Four (4) years as Professional Assistant P1.

#### **M. Personnel Files**

1. The official personnel file shall be kept on the full-time faculty member's home campus. The Administration shall designate a home campus for each adjunct.

9. **Jury or Court Service.** A full-or part-time member shall be excused from work for jury services or is he/she appears as a witness in court. Such faculty member shall be paid his/her regular salary less the fee he/she receives for acting as a juror or witness, except when serving during a week when she/she has no assigned duties.

#### **O. Physical Conditions**

- 4. Share desk space and mail boxes shall be provided to each adjunct faculty member.

#### **B. Salary & Assignments: Adjunct**

6. Each semester the Administration shall notify each adjunct of his/her rank, current assignment, and current credit hour rate. In addition, the Administration shall provide the association with a copy of the current seniority printout used by the evening offices.

#### **F. Eligibility for Promotion**

3. The guideline for an adjunct faculty member to be considered and recommended for promotion in academic rank is service at the College in his/her present rank for the following number of semesters with accumulation of the following number of teaching hours in the academic discipline in which he/she will be considered for a promotion:

- c. For promotion to Adjunct Assistant Professor: Ten (10) semesters and thirty-nine (39) teaching hours as Adjunct Instructors.
- d. For promotion to Adjunct Associate Professor: Fourteen semesters or fifty-four (54) teaching hours as Adjunct Assistant Professor.
- e. For promotion to Adjunct Professor: Eighteen (18) semesters or sixty-nine (69) teaching hours as Adjunct Associate Professor.
- f. For promotion to Professional Assistant P2: Four (4) years as Professional Assistant P1.

Employment during the fall and spring semester and, effective September 1, 1980, regular summer sessions only shall count toward and above semester and teaching considered for September 1. Adjunct promotion shall be announced by June 1.

4. The following Guidelines for advancement on the adjunct salary schedule shall apply to an adjunct faculty member teaching outside of his/her primary discipline (e.g., in a secondary discipline such as CS 15). In order to be considered and recommended for progression from his/her present level, the adjunct faculty member shall have completed service at the College in his/her present



rank/level for the following number of semesters with the accumulation of the following number of teaching hours in both the primary and secondary discipline courses.

- A. for the advancement to Level 2: Ten (10) semesters and thirty-nine (39) teaching hours at Level 1
  - B. For advancement to Level 3: Fourteen (14) semesters or fifty-four teaching hours at Level 2.
  - C. For advancement to Level 4: Eighteen Semesters or Sixty-nine (69) teaching hours at Level 3.
5. The college will inform adjuncts upon meeting the time in rank eligibility requirements of (F) (3) Above An adjunct faculty member may then request to be considered for promotion by submitting a two page application form, information and academic credentials , and the second age of which consists of their statement in support.
6. Adjunct Faculty Professional Development Fund. The College shall provide annual funding of twenty thousand (\$20,000) dollars to be awarded to eligible adjuncts on a first-come/first-serve basis for the purpose of professional development defined as professional conferences/purposes in an amount not to exceed three hundred (\$300.00) dollars in any one academic year. Each adjunct who has completed five (5) or more semesters of Suffolk County Community College seniority and who is teaching/working three (3) or more credits per semester is eligible for the use of these funds.

### **Observations**

5. The faculty member shall receive written notice of at least forty-eight (48) hours (or, as to adjunct faculty members, one (1) scheduled class meeting period) in advance for each scheduled formal observation. Such notice shall include the name of the administrator(s) conducting the observation, the time of the observation and the course or duties to be observed. The Chairperson of the appropriate Peer Personnel Committee shall also receive a copy of the notice at least forty-eight (48) hours (or, as to adjunct faculty members, one (1) scheduled class meeting) in advance of the scheduled observation and the faculty members shall have the right to invite a representative of the Peer Personnel Committee to the Scheduled observation.
6. The faculty member shall have an opportunity to discuss the observations with the observer before the report is written. The administrator who has conducted the observation shall schedule a meeting with the faculty member to discuss the observation within five (5) working days, or in the case of adjunct faculty at least two (2) class meetings. The report of the observation shall be written by the observer and the faculty member shall receive a copy thereof within twenty-one (21) calendar days following the observation or fourteen (14) calendar days following the discussion but in no event beyond the end of the semester.
7. The faculty member shall receive individualized reasons in writing for promotion denial.
8. The individual faculty member shall sign and date each observation report and be permitted to file a written reply to any portions of such report to which he/she may take exception. Such signature shall not constitute agreement or disagreement with the contents.

## **D. Paid Leave**

### **1. Sick Leave**

- g. Adjunct faculty shall be permitted to take two (2) absences per course per semester without loss of pay for illness or disability unless the course meets only once per week and, in such case, only one (1) only once per week and, in such case, only one (1) absence per course per semester shall be paid for. Adjunct specialists and adjunct professional assistants shall be permitted to take the equivalent of one week's assigned work hours per semester without loss of pay for illness or disability. Absences for personal reasons under existing contractual limits shall be mutually agreed upon between the adjunct faculty member and his/her immediate supervisor.

## **Tuition Reimbursement**

### **F. Admission to Courses**

1. A full-time or party-time faculty member who has served more than four (4) semesters may be admitted under a tuition reimbursement plan to any two (2) courses offered in the college per semester, provided the faculty member secures prior approval from the Dan of Faculty and successfully completes the course. Tuition for such courses shall be paid b he County.

2. Te spouse and dependent children of full-time faculty who have been employed at the College four (4) or more consecutive semesters or part-time faculty who have been employed at the college eight (8) out of the last twelve (12) semesters may be admitted to courses offered by the College under a tuition reimbursement plan. (only fall and spring semesters shall be considered in the "twelve semester" time frame for part-time faulty eligibility although summer assignments shall count toward calculating the eight (8) semesters needed by a part-time faculty member to be eligible under this provision.) Full-time faculty are entitled to a maximum of thirty (30) credits per year and adjuncts are entitled to a maximum of eighteen (18) credits per year. This reimbursement is subject to registration/enrollment requirements and successful completion of the course. Tuition for such courses shall be paid by the county. (This provision incorporates the credit hour amendments of the Lag Payroll Memorandum of Agreement, Appendix E.)

## **SULLIVAN COUNTY COMMUNITY COLLEGE PROFESSIONAL STAFF ASSOCIATION SEPTEMBER 1, 2004 – AUGUST 31, 2009**

### **ADJUNCT TEACHING**

1121 Adjunct teaching will be assigned by the respective Division Chairpersons, subject to approval of the appropriate Vice President or President on a fair and equitable basis. Once classes have begun the College shall not be required to dismiss or lay off the adjunct faculty member in order to accommodate a full-tie faculty member whose course cancellation resulted in an underload. The provisions of Article 1101 Section 6 will apply.

1122 In the absence of a required special competence, no external adjunct shall be hired to teach until all members of the teaching Faculty in the division concerned have been offered the chance to teach courses which they are qualified to teach and until other administrators, non-teaching faculty and academic support staff with required qualifications registered in advance I the division concerned have been offered a chance to

teach courses which they are qualified to teach and provided such teaching assignments shall not interfere with their regularly assigned duties and work schedule.

1205.1 The rates for overload compensation for professional employees shall be paid as follows:

<b>Position</b>	<b>2004-5</b>	<b>2005-6</b>	<b>2006-7</b>	<b>2007-8</b>	<b>2008-9</b>
Professor	\$588	\$600	\$618	\$643	\$699
Assoc. Prof.	\$656	\$577	\$595	\$619	\$644
Asst. Prof.	\$542	\$553	\$570	\$593	\$617
Instructor	\$520	\$531	\$547	\$569	\$592

a. Overload compensation shall be paid in each term on a per hour basis for each hour taught in excess of the term minimum hour workload set forth in Section 1101 at the applicable rate for each academic rank.

b. Overload compensation shall be paid in two installments at the middle and end of each term for which such compensation is due.

1205.2 Teaching at all correctional facilities shall be compensated at the rate of an additional \$100.00 per contact hour for all employees .

1206.1 Persons who are employed as adjuncts during the academic year shall receive compensation in accordance with the academic rank or comparable grade of such employee, as set forth in Section 1205.

1206.2 Adjunct teaching in the Winter and Summer sessions shall be compensated at the Professor Rank.

- a. Substitutes should be arranged for by the Vice President for Academic and Student Affairs, in consultation with the respective Faculty Chairperson.
- b. The Chairpersons of the absentee faculty member(s) will notify the Vice President for Academic and Student Affairs as to the cause of the absence.
- c. Pay will begin as of the substitutes first contact hour.

1805 Once retrenchment has been decided by the Trustees, the order of layoff within the division or non-academic unit shall be as follows:

- a. Temporary or Part Time Employees
- b. Full time term employees
- c. Full time continuing appointment employees

**STATE UNIVERSITY OF NEW YORK (SUNY)**  
**UNITED UNIVERSITY PROFESSIONALS**  
**JULY 2, 2003 – JULY 1, 2007**

**ARTICLE 1 - Recognition**

The State, pursuant to the certification of the public Employment Relations Board, recognizes UUP as the exclusive representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment of employees serving positions in the State University Professional Services Negotiating Unit.

**ARTICLE 20 – Direct Compensation**

20.11 B. The basic annual salaries as of June 30, 2007, of part-time employees in the State University in the Professional Services Negotiating Unit shall be increased by not more than \$800 commencing the first day of the payroll period closest to (1) July 1, 2007, for employees having a calendar-year or college-year professional

obligation, or (2) September 1, 2007 for employees having an academic year professional obligation, except that certain incumbents at the State University of New York at Binghamton, the Colleges of Technology and the Colleges of Agriculture and Technology heretofore specifically identified by the Department of Audit and Control for the purposes of establishing the effective date of eligibility for salary increases shall be granted said salary increase on July 1, 2007. Such increase shall be pro-rated on a formula mutually agreed to by the parties.

20.8 (d.1) Salary minimums shall be established for the following ranks or grades or positions equated to them and shall be effective on the dates of the salary increases provided pursuant to subdivision (a) of this section:

Academic Employees	Professional Obligations	
	Academic Year	Calendar Year
Professor .....	\$47,847	\$57,390
Librarian		
Associate Professor .....	\$38,452	\$46,113
Associate Librarian		
Assistant Professor.....	\$32,380	\$38,886
Lecturer		
Sr. Assistant Librarian		
Instructor.....	\$28,189	\$33,826
Assistant Librarian		

### **Professional Employees**

Professional Employees	Professional Obligations	
	Calendar Year	College Year
Salary Level VI.....	\$62,882	\$52,472
V.....	\$51,317	\$42,788
IV.....	\$42,645	\$35,558
III.....	\$36,862	\$30,791
II.....	\$32,525	\$27,174
I.....	\$28,189	\$23,561

(d.2) A part-time employees who is paid on the basis of a prorated basic annual salary and who is eligible to be paid a minimum basic annual salary shall be paid a minimum basic annual salary which shall be the appropriately prorated amount of the minimum basic annual salary that would have been paid to the employee had the employee been employed on a full-time basis.

## **ARTICLE 23 – Leaves**

23.3 Vacation Leave: Calendar Year Employees and College Year Employees a. Accrual of Vacation Leave – Employees hired prior to July 1, 1982:

C. Part-time calendar year and college year employees shall be eligible to accrue credits for vacation leave as follows:

*Academic Employees*

<i>Who Teach:</i>	<i>receive:</i>
1 course	¼ day per month
2 courses	½ day per month
3 courses	1 day per month

Part-time academic employees whose professional obligations as determined by the College president, are primarily other than teaching classes shall be eligible to accrue vacation leave in accordance with the compensation requirements for part-time professional employees as specified below:

*Effective July 1, 2003*

*Professional Employees*

<i>Who earn:</i>	<i>receive:</i>
Up to \$10,346	¼ per month
\$10,347 to \$15,521	½ day per month
\$15,522 to \$20,695	1 day per month
\$20,696 or higher	1-1/4 day per month

*Effective July 1, 2004*

*Professional Employees*

<i>Who earn:</i>	<i>receive:</i>
Up to \$10,605	¼ per month
\$10,606 to \$15,909	½ day per month
\$15,910 to \$21,212	1 day per month
\$21,213 or higher	1-1/4 day per month

*Effective July 1, 2005*

*Professional Employees*

<i>Who earn:</i>	<i>receive:</i>
Up to \$10,897	¼ per month
\$10,898 to \$16,347	½ day per month
\$16,348 to \$21,795	1 day per month
\$21,796 or higher	1-1/4 day per month

*Effective July 1, 2006*

*Professional Employees*

<i>Who earn:</i>	<i>receive:</i>
Up to \$11,224	¼ per month
\$11,225 to \$16,837	½ day per month
\$16,838 to \$22,449	1 day per month
\$22,450 or higher	1-1/4 day per month

*Effective July 1, 2007*

*Professional Employees*

<i>Who earn:</i>	<i>receive:</i>
Up to \$11,424	¼ per month
\$11,425 to \$17,237	½ day per month
\$17,238 to \$23,049	1 day per month
\$23,050 or higher	1-1/4 day per month

To accrue credits for vacation leave during each month, eligible part-time employees must be in pay status consistent with the part-time service for such month, or major fraction thereof. A part-time employee who is employed on a fee-for-service, per-diem, or hourly basis, whose professional obligation is less than a day of work per week, shall not be considered an eligible employee for purposes and accrual of vacation leave.

## 23.4 Sick Leave

c. Part time employees shall be eligible to accrue credits for sick leave as follows:

### *Academic Employees*

<i>Who Teach:</i>	<i>receive:</i>
1 course	¼ day per month
2 courses	½ day per month
3 courses	1 day per month

Part-time academic employees whose professional obligations as determined by the College president, are primarily other than teaching classes shall be eligible to accrue vacation leave in accordance with the compensation requirements for part-time professional employees as specified below:

*Effective July 1, 2003*

### *Professional Employees*

<i>Who earn:</i>	<i>receive:</i>
Up to \$10,346	¼ per month
\$10,347 to \$15,521	½ day per month
\$15,522 to \$20,695	1 day per month
\$20,696 or higher	1-1/4 day per month

*Effective July 1, 2004*

### *Professional Employees*

<i>Who earn:</i>	<i>receive:</i>
Up to \$10,605	¼ per month
\$10,606 to \$15,909	½ day per month
\$15,910 to \$21,212	1 day per month
\$21,213 or higher	1-1/4 day per month

*Effective July 1, 2005*

### *Professional Employees*

<i>Who earn:</i>	<i>receive:</i>
Up to \$10,897	¼ per month
\$10,898 to \$16,347	½ day per month
\$16,348 to \$21,795	1 day per month
\$21,796 or higher	1-1/4 day per month

*Effective July 1, 2006*

### *Professional Employees*

<i>Who earn:</i>	<i>receive:</i>
Up to \$11,224	¼ per month
\$11,225 to \$16,837	½ day per month
\$16,838 to \$22,449	1 day per month
\$22,450 or higher	1-1/4 day per month

Effective July 1, 2007

*Professional Employees*

Who earn:	receive:
Up to \$11,424	¼ per month
\$11,425 to \$17,237	½ day per month
\$17,238 to \$23,049	1 day per month
\$23,050 or higher	1-1/4 day per month

To accrue credits for vacation leave during each month, eligible part-time employees must be in pay status consistent with the part-time service for such month, or major fraction thereof. A part-time employee who is employed in a fee-for-service, per-diem, or hourly basis, whose professional obligation is less than a day of work per week, shall not be considered an eligible employee for purposes and accrual of vacation leave.

**23.5 Holiday Leave**

a. A calendar year or college year employee shall be eligible to observe the following days prescribed by law as holidays: New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Election Day, Thanksgiving Day and Christmas Day. A part-time employee who is employed on a fee-for-service, per diem or hourly basis, whose professional obligation is less than a day of work per week, shall not be considered an eligible employee for purposes of holiday leave. For the term of this Agreement, the College President may designate two holidays as floating holidays in lieu of two holidays set forth above. The College President may designate an alternate date upon which one of the holidays is to be observed. If a second holiday is designated, the employee may select a date on which to observe the second holiday, with the approval of the employee's supervisor and consistent with the operating needs of the campus. The employee must observe such second holiday before the beginning of the next academic year. The College President's designation shall be announced following consultation with UUP in September of the academic year.

**ARTICLE 26 – Jury Services**

On proof of necessity of jury service, an employee shall be granted leave with pay without charge to leave credits. Leave with pay for jury service shall mean leave at the rate of pay the employee would have received had the employee not been on such leave.

**ARTICLE 28 – Medical Assistance**

Each College shall promulgate procedures to be followed in the event of a medical emergency involving an employee of the College while on the College premises.

**ARTICLE 30 – Appointment, Evaluation and Promotion**

30.4 a. All employees shall, upon appointment, receive a notice of appointment or reappointment containing the following information:

1. Academic or professional rank, if applicable, and office State title;
2. Type of appointment, i.e., Term, Continuing, Permanent or Temporary;
3. Duration of appointment if a term, or expected duration if a temporary appointment;
4. Basic annual salary, if appropriate, or rate of compensation; and
5. Effective date of appointment.

b. In addition, part-time employees shall receive an appointment letter which includes the following information on required assignments if applicable:

1. Teaching;
2. Advisement and/or governance; and

3. Research and/or community service.

c. In addition, part-time employees shall receive an appointment letter which identified the benefits for which they are eligible.

1. Health;
2. Leave; and
3. Other (specify).

#### **ARTICLE 42 – Professional Development Committee**

42.2(b) Make recommendations and implement professional development programs responsible to the needs of part-time academic and professional employees.

#### **ARTICLE 39 – Health Insurance**

39.12 (C) Part-time academic employees who teach two or more courses in any one semester shall be eligible to receive the benefits contained in Article 39 during that semester. (Excluding those employees deemed to be casual pursuant to the resolution of OP Charge U-5724.

(g) Part-time employees who are not otherwise eligible for health insurance shall continue during the term of this Agreement, to be permitted to participate on a full premium cost basis by the employer, in the State Health Insurance Program.

#### **ARTICLE 49 – Program for Tuition Assistance**

The state agrees to continue the existing tuition assistance program using a “space available” concept. When space is available, employees may enroll in a course on a tuition-free basis subject to the following requirements.

1. The University determines when a space is available, recognizing that such determination must be made in sufficient time to permit enrollment by employees.
2. Employees must meet course prerequisites;
3. All fees other than tuition shall be paid by employees;
4. Employees may enroll in a maximum of one course per semester and special session, for example, summer session and intersession;
5. Minimum enrollment requirements established by University as a necessary condition for offering a course shall not be affected by students interested in enrolling in a course on a space available basis.
6. The program shall continue for the term of the Agreement.

### **THE NEW SCHOOL**

### **ACADEMICS COME TOGETHER, ACT-UAW, LOCAL 7902**

**SEPTEMBER 1, 2005 – AUGUST 31, 2009**

(This contract is 64 pages in length – for this study, significant sections have been excerpted only – entire contract can be obtained at ACTUAW.org.)

#### **ARTICLE 1 – Recognition**

A. Pursuant to Certification of Representatives, issued by the National Labor Relations Board I New School University and Academics Come Together/UAW (ACT-UAW), Case No. 2-RC-22687, the University hereby recognizes Academics Come Together, ACT-UAW, Local 7902 and the International Union, UAW, as the sole and exclusive collective bargaining representative of all part-time faculty, part-time teaching staff and hourly Faculty, herein referred to as “Faculty” or “Faculty members”, employed by The New School.

B. All others employed by the University, including full-time Faculty, core-Faculty, half-time Faculty with



multi-year appointment, salaried Faculty, department chairs, program directors and part-time faculty teaching in the Jazz and Contemporary Music Program, Guitar Studies and in Ballston Spa, New York and Charleston, South Carolina and other programs contracted by the U.S. Military shall be excluded from this Agreement.

### **ARTICLE XIII: Faculty Appointments**

**A. This Article applies to all Faculty except in the cases of Mannes Faculty teaching private lessons, chamber music and opera coaches any of whom are selected by students. The title Part-time Teaching Staff (PTTS) will be eliminated.**

#### **B. Categories of Appointments**

##### **1. Probationary:**

- a. Appointment is by semester/session;
- b. Length of probation is from first (1<sup>st</sup>) semester/session;
- c. No presumption of reappointment;
- d. No set course load, course load varies;
- e. No remedy for pre-appointment course load reduction;
- f. No fee for post-appointment course cancellation; and
- g. Severance is not applicable.

##### **2. Post Probationary:**

- a. Appointment is annual;
- b. Length of post probation is from fifth (5<sup>th</sup>) semester/session through tenth (10<sup>th</sup>) semesters/sessions;
- c. No presumption of reappointment;
- d. No set course load; course load varies;
- e. No remedy for pre-appointment course load reduction;
- f. Fee for post-appointment course cancellation is 15% of wages per course if not replaced (except no fee is available for the first two semesters/sessions that a newly developed course is offered in cases where such course was proposed and developed by a faculty member with the understanding that she/he will be assigned to teach that course); and
- g. Severance is not applicable.

##### **3. Annual:**

- a. Appointment is annual.
- b. Length of service to qualify begins at the eleventh (11<sup>th</sup>) semester/session.
- c. Presumption of reappointment if Faculty responds according to University timeline for notice of interest in teaching and preference in scheduling.
- d. Course base load is set and preserved based on highest of last two (2) years of the post probationary period excluding private lessons, chamber music, and opera coaching; summer courses do not count for base load calculation.
- e. Full semester/session non-credit courses will count toward base load, excluding private lessons, chamber music, and opera coaching if a Faculty member has been assigned a mixed load of credit and full semester/session non-credit courses. Non-credit courses are defined as courses or workshops of any length not offered for academic credit.
- f. For Faculty who are eligible for annual appointment as of Fall "05", their initial look back for base load will be set and preserved based on the highest out of the last three (3) years.
  - g. Base load, excluding private lessons, chamber music and opera coaching, will be maintained except when a course is not available as a result of a curricular change or insufficiency of enrollment.
- h. Faculty with at least twenty-four (24) semester/sessions of service as of Fall "05" will be entitled to pre-appoint course replacement within department based on length of service and can displace multi-year Faculty with less years of service. Course cancellation fees, paid academic

leave, eligibility to serve on University Diversity Committee are the same as for multi-year Faculty; the remedy for pre-appointment base load reduction is 50% of wages for base load reduction fee; summer counts for base load calculation.

i. In the event of conflicts in scheduling of courses and/or replacement courses, seniority shall prevail.

J. Private lessons, except in the case where a student has requested a specific member of the Faculty, shall be assigned to Faculty on the basis of seniority and qualifications and shall be distributed evenly.

K. In the event there is a curricular change or insufficient enrollment and an Annual Faculty member's course load is reduced below his/her base load, the University will proceed as set forth in paragraph C, Pre-Appointment Replacement for Course Load Maintenance for Annual Appointee, below.

#### 4. Multi-Year

a. Appointment is for three (3) consecutive years.

b. Length of service to qualify begins at the eleventh (11<sup>th</sup>) semester/session.

c. Faculty who have taught exclusively non-credit courses are not eligible for a Multi-year appointment.

d. Faculty must apply for the Multi-year appointment and are eligible to do so when they are in their last year of post probation or at any time thereafter.

e. Faculty who apply for Multi-year appointments and demonstrate a standard of excellence through a Multi-year Appointment Review will obtain a Multi-year appointment.

f. If the Faculty member does not qualify for the multi-year appointment, the Faculty member shall receive an annual appointment, provided that the Evaluation components of the Review were satisfactory. A Faculty member can reapply at any time in accordance with the Provost calendar.

g. There is a presumption of reappointment if the Faculty member responds according to University timeline for notice of interest in teaching and preference in scheduling.

h. In the event of conflicts in scheduling of courses and/or replacement courses, seniority shall prevail.

i. Private lessons, except in the case where a student has requested a specific member of the Faculty, shall be assigned to Faculty on the basis of seniority and qualification and shall be distributed evenly.

j. Course Base load will be set and preserved based on the highest of the last three (3) years prior to application excluding private lessons, chamber music and opera coaching. Summer courses do not count for base load calculation.

k. Full semester/session non-credit courses will count toward base load, excluding private lessons, chamber music, and opera coaching, if a Faculty member has been assigned a mixed load of credit and full semester/session non-credit courses. Non-credit courses are courses or workshops of any length not offered for academic credit.

l. Base load, excluding private lessons, chamber music, and opera coaching where students make the selection, will be maintained except when a course is not available as a result of a curricular change or insufficiency of enrollment.

m. In the event there is a curricular change or insufficient enrollment and a Multi-year faculty member's course load is reduced below his/her base load, the University will proceed as set forth in Paragraph D, Pre-Appointment Replacement for Course base Load Maintenance for Multi0-year Appointee, below.

#### C. Pre-Appointment Replacement for Course Base Load Maintenance for Annual Appointees

1. In order to maintain an annual Faculty member's base load, those Faculty who are qualified will displace probationary and post probationary Faculty if no unassigned courses are available. If no replacement course is available from among these faculty, senior Faculty will displace the least senior annual Faculty member who has completed his/her post probationary period.

- a. An annual appointee cannot displace a multi-year appointee with less seniority unless the annual appointee is covered by the grandparenting provision (3h above).
2. If no course is available in the Faculty member's department, an effort shall be made to find an unassigned course in another department.
  - a. The university will make its best effort to identify replacement courses that are equivalent in hours. Faculty shall have the right to refuse such replacement courses.
  - b. If a Faculty member has proposed and developed a new course with the understanding that he/she will be assigned to teach that course, that Faculty member is protected from displacement by Faculty member with greater replacement rights for the first two semesters the course is offered and runs. After two semesters, such Faculty member can be replaced by a Faculty member who has greater replacement rights.
3. If no replacement course is found in accordance with pre-appointment replacement rights, the Faculty member will receive a base load reduction fee, which is 30% of wages for the course.
4. The University shall have a continuing obligation to make an effort to find a replacement course for a Faculty member still teaching at the University in accordance with pre-appointment replacement rights for up to fifteen (15) semesters/sessions but in no case more than five (5) academic years.
5. In the event the Faculty member's base load is not restored within the fifteen (15) semesters/sessions but in no case more than five (5) academic years, the Faculty member may apply for a specific unassigned course. If the Faculty member is qualified to teach said course, he/she will be assigned to it.
6. the base load will be reset if the Faculty member's full base load is restored for a period of five consecutive academic years.
7. If the base load is reduced again after resetting, steps 1-4 above will apply.
8. If a course cancels post appointment and there is no replacement course, the Faculty member will receive length of service credit for the semester/session and a fee of 30% of wages per course (except no fee is available for the first 2 semesters that a newly developed course is offered in cases where such course was proposed and developed by a faculty member with the understanding that she/he will be assigned to teach that course).
9. Remedies for base load reduction and course cancellation do not apply when the reduction or cancellation is due to severance or has been requested by the Faculty member. Severance shall cover both Faculty affected by the discontinuance of a program and those who do not have any courses assigned to them because there are no equivalent or replacement courses. Severance shall consist of 50% of salary from the last year and recall rights for two (2) years.

#### **D. Pre-Appointment Replacement for Course Base Load Maintenance for Multi-year Appointees.**

1. In order to maintain a multi-year Faculty member's base load, those Faculty who are qualified will displace probationary and post probationary Faculty if no unassigned courses are available from among these Faculty, senior Faculty will displace the least senior Faculty member who has completed his/her post probationary period.
2. If no course is available in the Faculty member's department, an effort shall be made to find an unassigned course in another department.
  - a. The University will make its best effort to identify replacement courses that are equivalent in hours. Faculty shall have the right to refuse such replacement courses.
  - b. If a Faculty member has proposed and developed a new course with the understanding that

he/she will be assigned to teach that course, that Faculty member with greater replacement rights for the first two semesters/sessions the course is offered and runs. After two semesters/sessions, such Faculty member can be replaced by a Faculty member who has greater replacement rights.

3. If no replacement course is found in accordance with pre-appointment replacement rights, the Faculty member will receive a base load
4. The University shall have a continuing obligation to make an effort to find a replacement course for a faculty member still teaching at the University in accordance with re-appointment replacement rights for up to fifteen (15) semesters/sessions but in no case more than five (5) academic years.
5. In the event the Faculty member's base load is not restored within the fifteen (15) semesters/sessions but in no case more than five (5) academic years, the Faculty member may apply for a specific unassigned course. If the Faculty member is qualified to teach said course, he/she will be assigned to it.
6. The base load will be reset if the Faculty member is qualified to teach said course, he/she will be assigned to it.
7. If the base load is reduced again after resetting, steps 1-4 above will apply.
8. If a course cancels post appointment and there is no replacement course, the Faculty member will receive length of service credit for the semester/session and a fee of 30% of wages per course (except no fee is available for the first 2 semesters/sessions that a newly developed course is offered in cases where such course was proposed and developed by a faculty member with the understanding that she/he will be assigned to teach that course).
9. Remedies for base load reduction and course cancellation do not apply when the reduction or cancellation is due to severance or has been requested by the Faculty member. Severance shall cover both Faculty affected by the discontinuance of a program and those who do not have any courses assigned to them because there are no equivalent or replacement courses. Severance shall consist of 75% of salary from the last year of the previous multiyear appointment and recall rights for two (2) years or, at the Faculty member's discretion, a one time terminable appointment as an annual Faculty member.

#### **E. Multi-Year Appointment Review Process**

1. The Provost will establish a calendar for review of Faculty who apply for Multi-Year appointments.
2. An eligible Faculty member must submit a form requesting review for a Multi-year appointment.
3. The University shall conduct a Review for each candidate to determine if she/he meets the requirements for a Multi-year appointment.
4. Prior to the initiation of the Review, the University shall notify the Faculty member of the timing, criteria, and procedure that will be followed.
5. The Faculty member under review shall provide the following: Curriculum Vitae (complete and up-to-date); examples of scholarly and/or professional productivity such as copies of published papers, conference presentations, documentation of performances, examples or reproductions of artistic work, books, book chapters, and/or references to online resources; personal statement with commentary on performance with regard to:
  - a. Teaching effectiveness
  - b. Standing in the field or discipline
  - c. University, School and department service
  - d. Goals for professional development
6. A Faculty committee shall review and make recommendations about Faculty performance pertaining to the

Review for Multi-year appointments. The committee shall be at the School level appointed by the Dean. The University shall make reasonable efforts to ensure that at least one Multi-year faculty will participate on such review committees although no individual shall be required to serve on the committee.

7. If the Faculty member successfully passes Review, the Faculty member shall receive a Multi-year appointment.

8. If the Faculty member does not qualify for the Multi-year appointment, the Faculty member shall receive an annual appointment, provided that the Evaluation components of the Review were satisfactory. A Faculty member can reapply at any time in accordance with #1 above (Provost's calendar).

9. Subsequent Multi-year appointments are contingent upon obtaining a positive Evaluation during the final year of the Multi-year appointment.

#### **F. Multi-Year Appointment Review Criteria**

Reviews of the academic qualifications and performance of Faculty for purposes of consideration for a Multi-Year appointment shall be made on the basis of demonstrated excellence in all three of the following areas:

a. Teaching Excellence, as defined and measured by (i) and (ii) below:

(i)

- I. Demonstrated knowledge of the course material;
- II. Ability to organize and present course materials;
- III. The effectiveness of the Faculty member's communication skills in the classroom;
- IV. Ability to arouse curiosity in beginning students and to stimulate advanced students to do creative work;
- V. Student achievement and progress in relevant academic work;
- VI. The ability of the Faculty member to adhere, in both subject matter and timely fashion, to the approved course curriculum;
- VII. The Faculty member's teaching experience and teaching accomplishments;
- VIII. Sensitivity to the policies of the department and the University with respect to equal opportunity, affirmative action and an environment free of discrimination and sexual and other discriminatory harassment;
- IX. Respect for and encouragement of the diversity of opinions and expressions of student and colleagues.

ii. Teaching excellence, which is measured by:

- I. Student evaluations as provided for in Article XIV, Evaluation;
- II. Observations as provided for in Article XIV, Evaluation;
- III. Faculty member's statement to Review Committee as specified above;
- IV. Departmental Assessment as provided for in Article XIV, Evaluation;
- V. Samples for student work (may be included at the request of Faculty member or Review committee).

b. Professional Accomplishments, which are defined as:

- i. Quality and productivity in scholarly, professional and/or artistic pursuits such as shows, exhibits, performances, recordings, publications or other relevant artistic or scholarly activities;
- ii. Professional experience such as contributions to the profession and the field; and continued participation in such endeavors and activities.

c. Service, which is defined as:

- i. Demonstrated ability and/or willingness of the Faculty member to cooperate with other faculty, staff, administration, students, guests, and others;
- ii. Commitment to the University's policies;
- iii. Participation in departmental, School, and University activities;
- iv. Providing student mentoring, where appropriate.

**G. Application of this Article, except for augmentation of courses as follows and probation will be subject to grievance and arbitration.**

**H. Teaching Load Maximum**

- 1. Faculty do not have an entitlement to augmentation of courses; however, the University will not augment teaching loads arbitrarily and capriciously. Grievance/arbitration regarding augmentation will be limited to a claim that the University augmented arbitrarily and capriciously.
- 2. There are three University categories: Liberal Arts Undergraduate; Liberal Arts Graduate; Studio.
- 3. Teaching up to the maximum is not entitlement.
- 4. Faculty cannot grieve if University does not augment up to a maximum.
- 5. The University may, at anytime, and as its sole discretion, allow Faculty to teach over the maximum.
- 6. Base load will not be set above the maximum (for exemptions see # 7 below).
- 7. Only faculty who qualify for an annual or a multi-year appointment as of Fall 2005 can have their base load set above the maximum based on the initial look back.
- 8. Maximum does not include non-credit workshops; individualized thesis/independent study/internships.
- 9. With the exception of grandparented Annual Faculty (with at least twenty-four (24) semesters/sessions of service as of Fall 2005), summer courses do not count for teaching load maximum.
- 10. Mannes administrators shall be restricted from teaching more than two private lessons a semester unless more than two students specifically request said administrators.

**I. University Teaching Load Maximum**

- 1. Liberal Arts Undergraduate = 12 credits/yr
- 2. Liberal Arts Graduate = 9 credits/yr
- 3. Studio (Grad & Undergrad) 24 hours/yr
- 4. Mannes Liberal Arts & Studio = 28 hours/yr
- 5. Non-credit CE will be counted as equivalent to the above.

**J. Calendar for PRG Appointments (by contract type)**

- 1. Multi-year/Annual/Post Probationary and Fall-only (for probationary Faculty) contracts No later than:

December 15: Solicitation of Faculty for availability and schedule preferences for following academic year.

February 1: Deadline for responses.

May 1: Posting Fall Semester Classes.

June 1: Deadline for mailing annual and fall only contracts.

July 1: Deadline for returning annual and fall-only contracts

- 2. Spring-only (for probationary Faculty) Contracts

No later than:

November 1: Posting spring-only classes  
December 7: Deadline for mailing contracts for spring-only Faculty  
December 22: Deadline for returning spring-only contracts

3. Summer (excluding Parsons CE and all non-credit Summer Contracts)

No Later than:

April 15: Posting summer regular Classes  
May 1: Deadline for mailing summer session contracts  
May 15: Deadline for returning summer contracts

4. Parsons CE and all Non-Credit Contracts (including non-credit summer)

April 15: Posting Parsons CE and All Non-Credit Summer Classes  
May 1: Deadline for mailing summer contracts  
May 15: Deadline for returning summer contracts  
June 15: Posting fall only classes  
July 15: Deadline for mailing fall-only contracts  
Aug 15: Deadline for returning fall-only contracts  
November 15: Posting Spring only classes  
December 15: Deadline for mailing spring-only contracts  
Jan 15: Deadline for returning spring-only contracts

#### **ARTICLE XIV – Evaluation**

A. The intent of evaluation is to support excellence in teaching. It is comprised of student evaluations, classroom observation and departmental assessment. Except in special circumstances, evaluation of Faculty members who have completed probation may occur as detailed below once every three years.

B. The procedures for Faculty evaluation, excepting probationary Faculty, are as follows:

1. Student evaluations will be administered for each course, in accordance with University policy.
2. Classroom observation will be conducted. At least two (2) weeks prior to classroom observation the Faculty member shall be advised of the date for the visit and any forms and procedures to be used. The Faculty member may request an alternate date. Normally, classroom observation will occur during the first half of the semester with a report to be shared with the Faculty member within two (2) weeks. A Faculty member may request a second observation conducted by a different observer who will then be chosen by the University.
3. Department Assessment is a comprehensive evaluation of the Faculty member's performance based on student evaluation, classroom observation and the fulfillment of his/her responsibilities as outlined in the Faculty Rights and Responsibilities article (Article IX).
4. The chair prepares a written report for the Dean or designee, based on the above. The Chair's report will be made available to the Faculty member. Student evaluations will be made available at the end of every semester once all grades are submitted. The University will maintain all evaluation materials in a confidential manner.

C. A Faculty member may submit a written appeal to the Dean or designee within three (3) weeks of a Faculty member's receipt of the Chair's report. The Dean or designee shall review the appeal and decide shall not be subject to the Dispute/Grievance and Arbitration Procedure, (ARTICLE XXV), except when it leads to discipline and/or discharge.

## **ARTICLE XVIII – Paid Academic Leave**

A. Multi-year and grandparented Annual Faculty (with at least twenty-four (24) semesters/sessions of service as of Fall 2005) may apply for paid academic leave.

B. In applying for paid academic leave, eligible Faculty must describe a deliverable that said Faculty member will provide at the end of the leave and must commit to return to employment at the University the semester following the paid academic leave.

C. Paid academic leaves shall be available to be granted by the University as follows:

1. 06/07 – 25 Paid Academic Leaves  
07/08 – 35 Paid Academic Leaves  
08/09 – 50 Paid Academic Leaves

2. Paid academic leaves shall be weighted by School and no more than one person from a program/department shall be eligible to receive a paid academic leave per semester.

D. Faculty members who apply in accordance with the above, shall be granted Paid Academic Leave of one semester maximum at full pay in accordance with the above and on the basis of seniority.

## **ARTICLE XX – Professional Development**

Faculty will have full access to all University Professional Development activities and funds. The University shall post all such funds and activities on the University website.

## **ARTICLE XXVII - Compensation**

5. Effective September 1, 2007, Faculty shall receive an increase of four and one-half percent (4.5%) per hour across the board and the longevity increase, or the minimum plus longevity increase, in accordance with the schedule set forth below, whichever is greater:

Lecture/Seminar/Discussion/ & Mannes College	\$84.00
Studio, Lab* & Mannes Extension	\$66.00
Non-credit	\$52.00
Mannes Prep	\$50.00

6. Effective September 1, 2008, Faculty shall receive an increase of four and one-half percent (4.5%) per hour across the board and the longevity increase, or the minimum plus longevity increase, in accordance with the schedule set forth below, whichever is greater:

Lecture/Seminar/Discussion/ & Mannes College	\$95.00
Studio, Lab* & Mannes Extension	\$71.00
Non-credit	\$55.00
Mannes Prep	\$53.00

7. Longevity increases: Effective September 1, 2005, Faculty shall receive increase in addition to the general wage increase added to his/her base rate for years of service in accordance with the schedule below.

10 years of service:	\$2/hr
15 years of service:	\$3/hr
20 years of service:	\$4/hr
25 years of service:	\$5/hr

8. Longevity increases: Effective September 1, 2008, Faculty shall receive increase in addition to the general wage increase added to his/her base rate for years of service in accordance with the schedule below.



10 years of service:	\$4/hr
15 years of service:	\$5/hr
20 years of service:	\$6/hr
25 years of service:	\$7/hr

9. Nothing in this Agreement shall prevent the University from paying, or a Faculty Member from accepting, a rate of pay above that provided for in this Agreement.

\* See attached March 16, 2006 Side Letter relating to Faculty teaching Lab Courses in fall 2005 and Spring 2006.

#### **ARTICLE XXVIII: Medical and Dental Benefits**

A. A Faculty member may elect to participate in the University's medical and dental plans if he or she meets the following criteria:

1. He/she must have taught a minimum of two courses in the previous academic year (including fall, spring and summer terms).
2. Faculty must have worked at the University at least one academic year to be considered Health/Dental eligible. The Faculty member must teach in both the Spring and Fall to maintain coverage. Faculty must have taught a minimum of ninety (90) contact hours for two or more courses or the equivalent in teaching activities; or have taught two courses or the equivalent in teaching activities; or have taught two courses or the equivalent and received a minimum of \$4,320 in 05/06 (\$3,500 in 04/05) in teaching wages during the previous academic year, and Faculty must be scheduled to teach a minimum of ninety contact hours in the academic year for which they are newly eligible (or \$4,320 in 05/06 (\$3,400 in 04/05 in wages for two courses or the equivalent.) The \$4320 minimum benefit eligibility wages will increase at the same rate as the non-credit minimum under this Agreement.

B. Faculty shall receive the HealthNet Medical Insurance and Delta Dental Insurance plans or comparable benefits in effect as of January 1, 2005, unless Faculty have been grandparented or greatgrandparented into another plan.

C. Premium co-pays shall be based on the following schedule:

1. Faculty scheduled to teach two classes or the equivalent in an academic year shall pay effective January 1, 2006 for Academic Year 2005/06

For Individual Medical Coverage - \$1,309.80 for plan year

For Individual Dental Coverage - \$106.68 for plan year

2. Faculty scheduled to teach three classes or the equivalent in an academic year shall pay effective academic Year 2005/2006:

For Individual Medical Coverage - \$1,000.00 for plan year.

For Individual Dental Coverage - \$70.40 for plan year.

3. Faculty scheduled to teach two classes or the equivalent in an academic year shall pay effective January 1, 2009 for Academic Year 2008/2009

For Family Medical Coverage - \$4,000 for plan year

For Family Dental Coverage - \$200.00 for plan year

D. While a Faculty member is on paid leave, the University will continue to pay its portion of the medical and dental premiums. While a Faculty member is on an unpaid leave, the Faculty member shall pay the full

premium. When the Faculty member returns from an unpaid leave, the University shall immediately begin paying its portion of the premium. However, if the Faculty member is on an approved unpaid leave of not more than one semester, and the Faculty member participates in the Health Insurance and/or Dental Insurance benefits, the faculty member may continue to participate at his/her employee premium rate by paying the premium to the university or the University's agent on or before the first of each month of coverage under the 10 month payment plan.

E. The University shall reimburse Medicare Part B, for any Faculty member who is eligible for medical benefits in accordance with Section A above, but is enrolled in Medicare, provided he/she is not also enrolled in the University Health Plan, and up to the amount the employer would have paid if he or she were in the University Health plan.

F. Premium Increase CAPS

1. Effective January 1, 2007 – No increase for the first five percent (5%) of Faculty premium increase; up to no more than two percent (2%) Faculty premium increase for up to seven percent (7%) premium increase for the University.

2. Effective January 1, 2008 – No more than three percent (3%) Faculty premium increase tied to premium increase for the University.

3. Effective January 1, 2009 – No more than four percent (4%) Faculty premium increase tied to premium increase for the University.

#### **ARTICLE XXIX – Domestic Partner Coverage**

Domestic partners qualified dependants shall be entitled to all benefits herein to spouses and children of spouses. In the event a vendor is unable or unwilling to recognize domestic partner family relationships, the parties will meet to discuss alternatives.

#### **ARTICLE XXX – Retirement Benefits**

A. Pension Eligibility effective Fall 2005

1. Faculty must have worked at the University a minimum of two consecutive academic years to be considered pension eligible.

2. Faculty must have taught a minimum of ninety (90) contact hours for two or more courses or the equivalent in teaching activities; or have taught two courses or the equivalent and received a minimum of \$4,320 in 05/06 (\$3,500 in 04/05) in teaching wages during the previous academic year, and

3. Faculty must teach a minimum of ninety contact hours in the academic year for which they are newly eligible (or \$4,320 in 05/06 (\$3,500 in 04/05) in wages for two courses or the equivalent).

4. Payment to the pension will occur at least once per year in the third quarter of the calendar year for all wages paid in the previous academic year.

5. The \$4,320 minimum benefit eligibility wages will increase each year by the increase in hourly non-credit wages in this Agreement.

B. Effective September 1, 2005, the University shall contribute five percent (5%) of all wages to TIAA-CREF.

C. Effective September 1, 2006, the University shall contribute five percent (5%) of all wages to TIAA-CREF.

D. Effective September 1, 2007, the University shall contribute seven percent (7%) of all wages to TIAA-CREF.

E. Effective September 1, 2008, the University shall contribute ten percent (10%) of all wages to TIAA-CREF.

#### **ARTICLE XXXI – Employee Assistance Program**

The University agrees to provide the New School Employee Assistance Program. If at any time this program, or a portion of the program is no available, the University will make its best effort to provide an equivalent program, or portion in its place.

#### **ARTICLE XXXII – Qualified Transportation Expense (QTE) Benefit Plan**

The University agrees to provide The New School Qualified Transportation Expense (QTE) Benefit Plan. If at any time this program, r a potion of the program is not available, the University agrees to provide an equivalent program, or portion in its place, in accordance with applicable law.

#### **ARTICLE XXXIII – Flexible Spending Accounts**

The University agrees to provide the New School Flexible Spending Accounts. If any time this program, or a portion o the program is not available, the University agrees to provide an equivalent program or portion in its place, in accordance with applicable law.

#### **ARTICLE XXXIV – YMCS Discount on Membership**

The University agrees to provide the New School YMCA Discount Membership Discounts. If any time this program, or a portion o the program is not available, the University agrees to provide an equivalent program or portion in its place.

#### **ARTICLE XXXV – Tuition Benefits**

All faculty members and their immediate family shall be eligible for remission of tuition and fees on the basis of one course for every course taught. Courses must be taken in the same semester/session earned on a space available basis (excluding “income sharing” courses), or the next fall, spring or summer semester/session, provided the Faculty member has not voluntarily left the University.

### **THOMPKINS CORTLAND COMMUNITY COLLEGE FACULTY ASSOCIATION SEPTEMBER 1, 2003 – AUGUST 31, 2008**

#### **ARTICLE IV - Association Recognition/Status**

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

Coordinator of Learning Assistance Services  
Coordinator of Multicultural Services  
Coordinator of Placement Services  
Coordinator of Special Services  
Coordinator of Transfer Services  
Coordinator of Tutoring and Accommodation Services  
Counselors  
Full-time and regular part-time teaching faculty  
Instructional Software Specialist  
Learning Lab Specialists  
Librarians  
PACE Vocational Counselor  
PACE Student Advocates

PACE Vocational Coordinator  
PACE Vocational Specialist  
Teaching Center Coordinator  
Technical Specialists

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

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

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

Persons hired to fill temporary vacancies (due to leaves of absences, sabbaticals, etc.) of bargaining unit positions are considered to be members of the bargaining unit so long as the position remains .5 FTE or greater. The College retains full authority regarding vacancies due to permanent separation. This section is in effect through August 31, 2004. A committee comprised of three (3) members of the Association and three (3) members from the Administration will be appointed by the respective groups no later than February 1, 2004 and will be charged with the responsibility of reviewing Section 4.2. In addition, Section 9.8 will be opened for review at this time. Any change in Section 4.2 or Section 9.8 shall be subject to ratification by the Association and the College. If a successor agreement to Section 4.2 has not been reached by August 31, 2004, then Section 4.2 of the 1992-1995 agreement will be in effect. Existing unit members working less than .75 will not be affected by the new language. They will not be considered to be less than part-time.

#### **ARTICLE XIV - Insurance/Retirement**

c. "Employee" as used in this section, shall be one with a minimum appointment of four (4) months who earns at least five thousand (5000) dollars annually or who works a regularly scheduled week of at least thirty (30) hours.

#### **9.4 Salary Ranges**

The Following constitutes salary ranges:

##### **A. Ten-Month Employees:**

<b>Rank/Grade</b>	<b>2003-04</b>	<b>2004-05</b>	<b>2005-2006</b>	<b>2006-2007</b>	<b>2007-2008</b>
<b>I</b>	\$20,908 – 31,361	\$21,535 – 22,302	\$21,966-32,948	\$22,405-33,607	\$23,077-34,616
<b>II</b>	24,597 – 36,896	25,335 – 38,002	25,284 – 38,763	26,359 – 39,538	27,150 – 40,724
<b>III</b>	28,938 – 43,407	29,806 – 44,710	30,402 – 45,604	31,010 – 46,516	31,940 – 47,911
<b>IV</b>	34,045 – 51,067	35,066 – 52,599	35,767 – 53,651	36,483 – 54,724	37,577 – 56,366
<b>Instructor</b>	28,370 – 42,557	29,221 – 43,833	29,806 – 44,710	30,402 – 45,604	31,314 – 46,972
<b>Asst Prof.</b>	34,046 – 51,067	35,067 – 52,599	35,768 – 53,651	36,484 – 54,724	37,578 – 56,366
<b>Assoc. Prof</b>	40,854 – 61,281	42,080 – 63,119	42,921 – 64,382	43,780 – 65,669	45,093 – 67,639
<b>Professor</b>	49,025 – 73,537	50,496 – 75,743	51,506 – 77,258	52,536 – 78,803	54,112 – 81,167

**B. Twelve Month Employees**

<b>Rank/Grade</b>	<b>2003-04</b>	<b>2004-05</b>	<b>2005-2006</b>	<b>2006-2007</b>	<b>2007-2008</b>
<b>I</b>	\$25,090 – 37,634	\$25,842 – 38,763	\$26,359 – 39,538	\$26,886 – 40,329	\$27,693 – 41,539
<b>II</b>	29,527 – 44,276	30,402 – 45,604	31,010 – 46,516	31,630 – 47,446	32,579 – 48,870
<b>III</b>	34,724 – 52,088	35,766 – 53,651	36,481 – 54,724	37,211 – 55,818	38,327 – 57,493
<b>IV</b>	40,854 – 61,281	42,080 – 63,119	42,921 – 64,382	43,780 – 65,669	45,093 – 67,639
<b>Instructor</b>	34,045 – 51,067	35,066 – 52,599	35,767 – 53,651	36,483 – 54,724	37,577 – 56,366
<b>Asst Prof.</b>	40,855 – 61,281	42,081 – 63,119	42,922 – 64,382	43,781 – 65,669	45,094 – 67,639
<b>Assoc. Prof</b>	49,025 – 73,527	50,496 – 75,743	51,506 – 77,258	52,536 – 78,803	54,112 – 81,167
<b>Professor</b>	58,829 – 88,244	60,594 – 90,892	61,806 – 92,709	63,402 – 94,564	64,934 – 97,400

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

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

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

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

**THOMPKINS CORTAND COMMUNITY COLLEGE  
CIVIL SERVICE EMPLOYEES  
JANUARY 1, 2000 – DECEMBER 21, 2004**

**ARTICLE 13 - Definitions**

13.2 Full-time/Part-time-Employees working the full work week of their department shall be full-time. Those working less than the full work week shall be part-time. (See Work Week clause of this agreement.)

13.4 All temporary employees hired after January 1, 1990, for fewer than 121 calendar days shall not receive any of the following benefits: Supplemental Retirement Annuity (SRA), sick leave, sick leave bank, personal leave, family leave, holidays, vacation leave or health insurance. If an employee originally hired for fewer than 121 calendar days is continued for longer than 121 calendar days, he/she will receive the benefits as of the 121st calendar day. If an employee originally hired to work fewer than 121 calendar days receives a permanent or provisional appointment that employee shall be eligible for the above benefits as of the date of the new appointment.

**ULSTER COMMUNITY COLLEGE  
FACULTY ASSOCIATION  
SEPTEMBER 1, 2004 – AUGUST 31, 2008**

**ARTICLE II**

**B. Adjunct Faculty**

**i. Salary Levels**

Bargaining unit members shall be placed at the appropriate salary level as follows:

Level Credit Hours Taught

I	0-23 Hours
II	24-47 Hours
III	48-71 Hours
IV	71 + Hours

ii. Adjunct faculty members shall be compensated as follows:

Level Per Credit Hour

EFFECTIVE: 9/1/04 9/1/05 9/1/06 9/1/07

I	\$593	\$617	\$642	\$667
II	\$619	\$644	\$670	\$697
III	\$645	\$671	\$698	\$726
IV	\$671	\$698	\$726	\$755

iii. Employees who are members of the Organization of Professional and Administrative Personnel (OPAP) who teach courses shall be paid the appropriate rate as set forth in the Collective Bargaining Agreement between the College and OPAP.

iv. Adjunct faculty members shall be paid on a bi-weekly payroll. The parties shall meet to discuss the implementation of the bi-weekly payroll.

**Section 14. Adjunct Faculty Longevity**

Adjunct faculty hired as A Level I Instructor and satisfactorily completes 23 credit hours of teaching at the College shall be moved to Level II Instructor on the compensation scale. Thereafter, at Level II Instructor who satisfactorily completes 47 credit hours of teaching at the College shall be moved to Level III Instructor on the compensation scale. A Level III Instructor who thereafter satisfactorily completes 71 credit hours of teaching at the College shall be moved to a Level N Instructor on the compensation scale.

**30. Tuition Waiver**

B. Adjunct faculty members covered by this agreement are eligible to have tuition waived for one credit-bearing course during the semester of teaching. Credit-free and spouse/dependent tuition waivers are not permitted for adjunct faculty.

3b. Adjunct faculty will be evaluated each semester using general criteria based on classroom teaching observation and student feedback. After eight (8) semesters, adjunct faculty will be evaluated annually.

**WESTCHESTER COMMUNITY COLLEGE  
FEDERATION OF TEACHERS  
SEPTEMBER 1, 2001 – AUGUST 31, 2004 – EXTENDED TO 2007-08**

1.3 Appropriate Unit:

a. The appropriate employer-employee negotiating unit to which this Agreement applies consists of all full-time and regular part-time professional staff employees, including supporting professional employees, who are employed by the County of Westchester at Westchester Community College.

3.9 Part-time Instruction:

a. After full-time faculty assignments have been completed pursuant to the provisions of Section 4.3 a., faculty shall be assigned remaining courses as provided below.

b. Priority listing of faculty members who wish to teach on a part-time basis will be drawn up as discipline lists by Associate Deans with departmental recommendations. Such lists will be available to faculty members.

1. An individual can be on one priority list only.

2. Where no courses are offered in his/her discipline, one may apply to the appropriate Associate Dean to have one's name put on a list.

c. Course sections will be assigned only after the appropriate administrative officer has decided on which course sections will be given on the basis of enrollment figures in the various classes. Sections shall be assigned taking into account the qualifications of the instructor with respect to the subject/course to be taught. In case the qualifications of a faculty member are in question, the recommendation of the Departmental Committee and the Department Chairperson will be sought.

d. Adjunct Teaching

Assignment of courses will be made, one course at a time, going down the list, and if courses remain, additional courses may be assigned as specified below.

1. No more than four courses, or a total of twenty (20) contact hours, whichever is greater, over both the Fall and Spring semesters, will be assigned to an individual on a part-time basis, but normally not more than ten (10) per semester.

2. With regard to summer session courses, assignment of courses will be made one course at a time, going down through categories a, b, c, and d on the list. If courses remain, a second course may be assigned following the order specified in the priority list in 3.9 f below. All summer sessions will be counted as one semester.

3. In the event that additional sections still remain to be assigned, new or adjunct faculty with less than twenty (20) semesters may be assigned those course sections.

e. A limited number of exceptions to this procedure may be necessary due to special circumstances, subject to written notice to the Union of the reasons for the exception and resolution through the grievance procedure if the parties are not in agreement.

f. Priority List

The procedure for establishing the priority list of persons eligible for adjunct employment shall be as follows:

- o Those adjunct faculty who choose not to teach at all for three consecutive semesters (including summer) will be removed from the priority list.
- o In special cases, after consultation with the Union, the College may employ renowned authorities, on an

adjunct basis, in a non credit area, up to a maximum of the credit scale.

#### 4.3 Workload

(h) All teaching faculty, full-time and part-time, will be evaluated by students each semester solely for the purpose of improving instruction. Full time faculty will be evaluated in at least two (2) sections per year (one selected by the faculty member, one selected by the department). The faculty member may elect to be evaluated in more sections. The evaluation will be conducted in class by a third party and processed. The evaluation form will be provided by the administration with the approval of the faculty senate with space for additional questions supplied by the departmental committee and/or faculty member. If a department wishes to substitute a form of its own, it may do so with the approval of the administration. An envelope with the analysis and all comment sheets will be sent directly to the Dean of the Division. S/he will review the results and discuss them with the faculty member.

Senior adjuncts will follow the procedures for full-time faculty.

Part-time faculty (not including full time faculty teaching overload in Spring and Fall) will be evaluated each semester in each course. The results of these evaluations will be sent to the department chairperson who, with a subcommittee of the Departmental Committee, will review the content with the adjunct.

#### Full-time and Senior adjunct

These evaluations per se are exempt for use by the administration in any disciplinary processes. Evaluations are intended to be used solely for the improvement of academic performance and may not be referred to in any other context. An individual faculty member may choose, however, to include any of the evaluations in his/her promotional folder. After all the above mentioned meetings have been held, all student evaluation materials become the sole property of the individual faculty member.

#### 6.2 Sick Leave:

b. Adjunct Faculty and full-time faculty teaching overload in certain courses are permitted to miss one (1) class session in each course due to illness without diminution of pay provided that the class work which would have been accomplished in the missed session is made up according to a plan submitted to and approved by the Department Chairperson at no additional cost to the College.



## SALARY SCHEDULES

### EFFECTIVE September 1, 2004

#### a. Part Time Rates:

Effective September 1, 2004:  
Semester (s)

1 - 12	Adjunct Faculty	\$60.80
13 - 20	Adjunct Faculty	\$66.05
21 +	Sr. Adjunct Faculty	\$72.20

#### b. Part-time Librarian, Counselors, and Academic Support Center Coordinators Rates:

Effective September 1, 2004:

Semester s

Worked

on Part-

Time

Basis

1 - 2

3 - 6

7 +

Per Hour

Basis

\$33.35

\$38.95

\$43.00

Non-Credit Course Rate:

All non-credit courses shall be compensated at the following per contact hour rate:

Effective September 1, 2004:

40.95

**Effective September 1, 2005**

a. Part Time Rates: Effective September 1, 2005:  
Semester (s)

1-12	Adjunct Faculty	\$62.65
13 - 20	Adjunct Faculty	\$68.05
21 +	Sr. Adjunct Faculty	\$74.35

b. Part-time Librarian, Counselors, and Academic Support Center Coordinators Rates:

Effective September 1, 2005:

Semester s

Worked

on Part-

Time

Per Hour

Basis

Basis

1 - 2

\$34.35

3 - 6

\$40.10

7 +

\$44.30

Non-Credit Course Rate:

All non-credit courses shall be compensated at the following per contact hour rate:

Effective September 1, 2005:

42.15

**Effective September 1, 2006**

a. Part Time Rates: Effective September 1, 2006:  
Semester (s)

1 - 12	Adjunct Faculty	\$64.55
13 - 20	Adjunct Faculty	\$70.10
21 +	Sr. Adjunct Faculty	\$76.60

b. Part-time Librarian, Counselors, and Academic Support Center Coordinators Rates:

Effective September 1, 2006:

Semester s

Worked

on Part-

Time

Per Hour

Basis

Basis

1 - 2

\$35.40

3-6

\$41.30

7 +

\$45.60

Non-Credit Course Rate:

All non-credit courses shall be compensated at the following per contact hour rate:

Effective September 1, 2006:

43.45

**Effective September 1, 2007**

a. Part Time Rates: Effective September 1, 2007:  
Semester (s)

1 - 12	Adjunct Faculty	\$66.45
13 - 20	Adjunct Faculty	\$72.20
21 +	Sr. Adjunct Faculty	\$78.90

b. Part-time Librarian, Counselors, and Academic Support Center Coordinators Rates:

Effective September 1, 2007:

Semester s Worked on Part- Time Basis	Per Hour Basis
1 - 2	\$36.45
3 - 6	\$42.55
7 +	\$47.00

Non-Credit Course Rate:

All non-credit courses shall be compensated at the following per contact hour rate:

Effective September 1, 2007:  
44.75

Doc# 60598