

*30TH ANNUAL
NYSUT COMMUNITY COLLEGE CONFERENCE*



Contract Exchange Workshop On
SHARED GOVERNANCE

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**ADIRONDACK COMMUNITY COLLEGE
FACULTY ASSOCIATION
CONTRACT EXPIRATION - 2004**

Article XXI – Faculty Organization and Governance

- A. Faculty shall be defined in the current Constitution and By-Laws of the Faculty Assembly.
- B. The Faculty shall meet regularly once a month, with a seminar at the beginning of the fall semester. Other meetings may be called as provided in Article IV of the Faculty By-Laws. The agenda for each Faculty Assembly shall be prepared by the President's Council.
- C. The Faculty shall have the responsibility to make recommendations to the Administration regarding the educational program of the College.
- D. The President shall preside over all meetings of the faculty unless he/she designates an alternate as provided in Article VI of the Faculty Constitution and By-Laws. Faculty Assemblies shall be conducted under Robert's Rules of Order, Newly Revised. Among the agenda of every regular faculty assembly shall be a report of the President of the Faculty Association, who shall be allowed ten minutes for the report.
- E. The present committee structure contained in the Faculty Constitution and By-Laws shall continue until altered by the procedures provided therein and in addition the following committee shall continue as follows:

A PCCA Committee shall be composed of five tenured members of the Faculty who are elected to alternating two-year terms. The Committee cannot have more than two people from the same division/area and cannot have anyone applying for promotion. The PCCA Committee shall make recommendations to the Vice President for Academic Affairs and Dean of the College regarding applications for promotion. This Committee shall recommend policy to the Faculty in all matters concerning the general welfare of the Faculty covered by this Agreement including appointment, reappointment, promotions, and sabbatical leaves.

**BROOME COMMUNITY COLLEGE
FACULTY ASSOCIATION
CONTRACT EXPIRATION - 2008**

Article 4 - Definitions

13. Committee on Professional Evaluation (CPE) - A campus-wide faculty committee which makes promotion recommendations to the President. It is composed of one representative having rank and continuing appointment from the following five areas: Business, Health Sciences, Liberal Arts and Related Careers,

Non-classroom Personnel (Counselors, Learning Assistance Center faculty, Librarians), and Technologies, each serving two-year terms.

14. Promotion and Appointment (P&A) Committee- This departmental committee makes recommendations on appointments and promotion. When making recommendations on appointments, the Promotion and Appointment is composed of all department members with rank or continuing appointment, excluding the department chair and those who are themselves candidates for appointment. When making recommendations on promotions, the Promotion and Appointment Committee is composed of all department members with rank and continuing appointment, excluding the department chair and those who are themselves candidates for promotion. There must be at least five (5) such members. In Departments where there are fewer than five, the Chair/Director and Dean/Vice President will name additional members to the Committee per the procedure outlined in Articles 35 and 36. P&A Committees acting on promotion reviews will also include a representative with academic rank and continuing appointment from outside the sponsoring division.

15. Search Committees

Ranked Employees Search Committee - This committee conducts searches for new "academic rank" faculty (Ex. AI. It is comprised of the Department Chair/Director and any ranked faculty member in the department with continuing appointment who wishes to serve.) In Departments where fewer than three department members have rank and continuing appointment, the Committee shall be the Chair/Director and up to three other ranked faculty with continuing appointment from outside the department having helpful perspectives on the search, one of whom must have continuing appointment within the division sponsoring the search. The Committee shall include a person appointed by the President of the College.

Professional Employees Search Committee – Conducts searches for "professional" faculty (Ex. "A"). It is comprised of the Department Chair/Director and any faculty member with continuing appointment who wishes to serve. In Departments where fewer than three department members have continuing appointment, the Committee shall be the Chair/Director, and up to three other faculty from outside the Department with continuing appointment having helpful perspectives on the search, one of whom must be a professional faculty with continuing appointment from the Division sponsoring the search, The Committee shall include a person appointed by the President of the College:

16. Department Chair Selection Committee (DCS) - The chair selection committee is comprised of all ranked and professional faculty in the Department.

The above definitions shall be applied to all articles of the contract.

Article 34 - Labor Management Committee

There shall be established an Ad Hoc Committee, the composition of which shall be mutually agreed upon by the parties, which shall meet to discuss problems arising on campus. This Committee shall concern itself with matters attendant to labor-management issues.

Article 36 - Promotions

B. Committee Procedures

1. Department Promotion and Appointment Committee – Reference Article 4, #14

The Promotion and Appointment Committee will review all relevant documentation submitted by candidates and forward all documentation, together with their recommendations, to the Chair/Director, who will, in turn, recommend to the Dean/VP. When there is a disagreement among the three entities, they must meet and attempt to reach agreement. Whether or not agreement is reached, the candidate's packet and the final recommendation(s) of each will then be submitted to the CPE by the Dean/Vice-President.

In cases where small departments do not have sufficient numbers to meet the minimum specified in Article 4, #14, the Dean will develop a list of prospective Promotion and Appointment Committee members from his/her administrative area. Subsequently, the Chair/Director, in consultation with the Dean, will select the requisite number of committee members from the list. In such cases, candidates for promotion will be allowed to exclude one Chair/Director/Dean appointee, and requests for additional exclusions will be considered by the Dean. The granting of such additional exclusions shall not be unreasonably withheld.

The VPAA shall compile an all-college list of ranked and tenured faculty who are eligible to serve on Promotion Committees. Called in alphabetic order, all eligible faculty are obliged to serve, and to the extent possible, none will serve a second time until every faculty member has served once.

CAYUGA COUNTY COMMUNITY COLLEGE FACULTY ASSOCIATION CONTRACT EXPIRATION - 2004

Article IV - Association, Member and Managerial Rights

Section Four - Issues and Resolution Committee- The President of the Faculty Association and the President of the College agree to the establishment of an Issues and Resolution Committee. The purpose of the Issues and Resolution Committee is to provide a forum for the discussion of matters which affect or have

the potential to affect the faculty of the College and for the possible amicable resolution of those issues.

The College and the Association agree that its respective designees, not to exceed three (3) individuals per team, will meet on an as needed basis, but not to exceed four (4) meetings per academic year, to discuss issues of concern. This provision shall not, in any way, require the parties to discuss issues pertaining to salaries or benefits, or require any concession or change.

Article IX – Employment Policies

Section Seven - Faculty Committees

- 7.1 The following committees are elected, in the numbers shown, by the faculty (day, full-time and part-time):
- A. Curriculum Committee
 - B. Learning Resources Center Advisory Committee
 - C. Academic Standing Committee
- 7.2 The Curriculum Committee has the responsibility to review, discuss and recommend to the faculty concerning:
- A. addition or deletion of credit courses or curricula
 - B. major changes in existing courses
 - C. changes in degree or certificate requirements
- Faculty recommendations shall be submitted to the Academic Dean.
- 7.3 The Curriculum Committee shall have eleven (11) voting members as follows:
- A. Four full-time faculty members from instructional divisions (excluding Student Development and Learning Resources). These are elected by the faculty for two-year overlapping terms, two members being elected each year. The member-elect receiving the higher number of votes will serve as chair of the committee in the second year of his/her term. No elected member may serve two consecutive terms. One member from the instructional staff will be appointed by the President.
 - B. One faculty member from Student Development appointed by the President for a one-year term. Appointed members of the Committee may serve consecutive terms.
 - C. One faculty member from Learning Resources appointed by the President for a one-year term.
 - D. Two administrators holding responsibilities primarily relating to instructional programs, appointed by the President for one-year terms.
 - E. Two students designated by the President of the Student Government Organization for one-year terms.
Meetings are held at least on a monthly basis; minutes are kept, distributed and reported to the faculty.
- 7.4 Five full-time faculty members are elected to the Learning Resources Center Advisory Committee. Members are elected for two-year, overlapping terms.

The President will appoint three ex-officio members. Minutes are kept of each meeting and reports made to the faculty. The Committee elects its own chair.

- 7.5 Two full-time faculty members are elected to the five-member Academic Standing Committee for two-year terms on a rotating basis. The committee meets at the request of the administration to consider written applications for re-admission from students who have been dismissed from the College for failure to meet academic standards. The Committee reviews each individual case and renders the appropriate decision.

**CLINTON COMMUNITY COLLEGE
FACULTY ASSOCIATION
CONTRACT EXPIRATION - 2003**

Article VII - Professional Obligation

- B. Teaching Loads and Teaching Assignments
16. Course and Curriculum Development

The parties will refer to the Labor-Management Committee the task to study and recommend a policy for encouraging course and curriculum development.

- C. Duties and Responsibilities of the Full-time Teaching Faculty

5. Full-time faculty will attend regularly scheduled Faculty Council, Assigned Committee and Division meetings.

Article IX - Professional Positions

B. Consultation on Selection of President and Vice President of Academic Affairs while it is the responsibility of the Board to select the President and the Vice President of Academic Affairs; it is the Board's intent that the faculty be actively involved in the selection process. When a vacancy in either position occurs the President of the College and the Chairperson of the Board shall select a representative of each division to participate in the selection process. A minimum of five (5) representatives would be selected by the Chairperson of the Board of Trustees and the President of the College, and at least one of the representatives would be a Non-Teaching Faculty Member.

Article XVIII - Miscellaneous Provisions

- F. Labor-Management Committee
1. The Committee shall be composed of four (4) members; two (2) members appointed by the President of the College and two (2) members appointed by the President of the Association.
2. The Committee shall meet three (3) times per semester.

3. The Committee shall meet at times and places mutually agreed upon by the President of the College and the President of the Association.
4. Agenda items shall not include negotiations of the terms and conditions of employment.
5. The Committee shall be listed on the next regular meeting agenda of the Board of Trustees after the Committee has met.
6. The Association or individual Faculty Members must first attempt to resolve issues with the appropriate Dean before submission to the Committee for consideration.

**COLUMBIA-GREENE COMMUNITY COLLEGE
FACULTY ASSOCIATION
CONTRACT EXPIRATION - 2007**

Article XX - Labor Management Committee

To facilitate communications between the parties and to promote a climate conducive to constructive relations between the College and the Faculty Association, a labor-management committee shall exist composed of the President or his/her designee and one additional member appointed by the President, the President of the Faculty Association or his/her designee and one additional member appointed by the President of the Faculty Association. The committee shall meet within the third week following ratification of this agreement and during every third week thereafter or at other times as agreed by the President of the College and the President of the Association.

Arrangement for such meetings shall be made in advance and shall be held at reasonable hours as mutually agreed upon by the parties. The agenda for each such conference shall be established by the President of the College or his/her representative and the President of the Faculty Association. No provision of this section shall in any manner be used to alter the terms of this agreement, nor shall it in any way abrogate the rights and obligations of either party to the agreement.

**CORNING COMMUNITY COLLEGE
PROFESSIONAL EDUCATORS
CONTRACT EXPIRATION - 2007**

Article V - Load

5.2 Other Faculty Responsibilities

Faculty are expected to develop curriculum to maintain and improve existing programs.

Faculty will hold office hours at the convenience of students. Faculty are expected to provide advising opportunities for assigned advisees. Efforts will be made to assign faculty no more than 30 advisees.

Faculty will participate in college governance and serve on committees, as assigned. Efforts will be made to ensure that faculty have no more than 3 committee assignments, unless by mutual consent.

Faculty will participate in Division meetings during the academic semesters.

Efforts will be made to ensure faculty are assigned no more than 3 preparations per semester.

Faculty will provide input to assist in developing the Master Schedule. Faculty will have preference in selecting teaching assignments for the Fall and Spring semesters, until the start of classes for each semester.

**CITY UNIVERSITY OF NEW YORK
PROFESSIONAL STAFF CONGRESS
CONTRACT EXPIRATION - 2007**

Article 15 - Workload

15.4

(e) There shall be a labor management committee on each campus with two members designated by the President and two members designated by the PSC Chair to convene as needed to review complaints from instructional staff in College Laboratory Technician series titles concerning their workload and to make non-binding recommendations concerning these complaints to the President.

(f) There will be a labor management committee on each campus composed of two members designated by the President of the College and two members designated by the PSC to hear concerns from individual employees in the Higher Education Officer series concerning workload. The Committee, as appropriate, may make non-binding recommendations to the President. The Committee also may consider requests from an individual member of the Higher Education Officer series for a reclassification of his/her position. If the Committee deems such a request to have merit, it will refer the matter for consideration to the HEO Screening Committee.

Article 22 - Increased Promotional Opportunities

22.2 b) There shall be a University-wide labor management committee composed of two members designated by the Chancellor and two members designated by

the PSC to review the promotion procedures applicable to instructional staff in the College Laboratory Technician series. The committee will conclude its work by issuing a non-binding report to the Chancellor and the President of the PSC no later than October 30, 2002.

**DUTCHESS COMMUNITY COLLEGE
UNITED EDUCATORS
CONTRACT EXPIRATION 2008**

Article VII - General Professional Practices

7.6 Retrenchment

A Labor/Management Committee made up of an equal number of NTE representatives and members of the College will be established, to meet no later than 30 days after ratification to develop retrenchment procedures for NTEs. If no agreement is reached after six meetings, the Committee will be dissolved, unless there is mutual agreement to continue meeting.

**ERIE COMMUNITY COLLEGE
FACULTY ASSOCIATION
CONTRACT EXPIRATION - 2005**

Article 14 - Faculty Governance Responsibilities

As professionals, the Faculty of each academic unit are responsible for the operation of the academic unit. Scheduling, appointments, evaluation, counseling, advisement, curriculum development, professional development, budget proposals and the day-to-day operation of the academic unit are to be included in these responsibilities.

Article 15 - Faculty Governance Committees

The Faculty shall have the opportunity to participate in the formulation of policy in relation to academic affairs through the committees of the Faculty as established and created by the collective bargaining agreement. The composition, including assignment of individual faculty, procedure, scope and responsibilities, etc. of these committees, shall be specified by the College President or his/her designee unless otherwise provided in this article. These committees may deal with such areas as appointment, scheduling and class assignments, leaves and curriculum. Although the functions of such committees are advisory in nature, the parties mutually recognize their importance. Participation by assigned, appointed, or elected Faculty is voluntary, except as noted in this article. The recommendations of the committees shall be presented in the form of resolutions to the President of the College by the President of the Federation. It is agreed that should the Faculty Committees fail to adhere to the time limits in this Agreement the President of the

College is released from his/her obligations in this Agreement and may proceed with his/her responsibilities concerning that committee.

Article 17 - Curriculum Committee

A Curriculum Committee shall be established consisting of eight (8) representatives—four (4) from the Faculty (appointed by the Federation President by October 1st of each year) and four (4) from the College (appointed by the College President by October 1st of each year.)

The purpose, objective, service, general duties and responsibilities of its members and the committee's procedures and timetables shall be established by the College. Service on this committee shall be mandatory for those Faculty so selected by the Federation.

Article 33 - Scheduling Committee

(1) Each academic department shall determine the constituency of its scheduling committee(s), to be elected by September 30th of each year. A listing of such members shall be delivered in writing to the office of the appropriate College Vice President by October 15th of each year.

(2) By May 15th for the Fall Semester and November 15th for the Spring Semester, each Scheduling Committee shall recommend to the appropriate College Vice President or designee, after consultation with its own and other academic units, all courses to be offered and the specific individual Faculty schedules. Such recommendations shall allow first choice of courses and sections based on seniority within a campus department, provided they meet the requirements of the academic discipline. The College President or designee shall set the final schedules within his/her sole discretion.

Article 34 - Search Committees

(1) When administrative vacancies occur, the President of the College will notify the President of the Federation.

(2) The President of the College may request that a Search Committee be formed to assist in the screening process.

(3) The composition of the Committee shall include Faculty members selected by the President of the Faculty Federation.

(4) Upon determining the best qualified applicant, the Committee will transmit its recommendations to the College President, who will then take action on the appointment.

**FASHION INSTITUTE OF TECHNOLOGY
FACULTY ASSOCIATION
CONTRACT EXPIRATION - 2008**

Article 9 - Governance

9.1 Administration/Union Relations. The President of the College or President's designee and the President of UCE/FIT shall confer at the request of either as their interests may require.

9.2 The faculty shall participate in the formulation of policy for graduate and undergraduate education in relation to curriculum, academic standards, student affairs, and tenure and promotion, through elected committees of the Faculty Senate and shall make recommendations related to these matters to the President of the College, through the Vice President of Academic Affairs' Cabinet or other designee of the President.

13.13.0 Appointment of Academic Administrators

13.13.1 Initial appointment to academic positions with the title of Vice President and Dean, or positions of equal or greater rank that may be established, shall be made by the President after consultation with a search committee of the Faculty Senate. All Deans (including Associate Deans and Assistant Deans) serve at the pleasure of the President of the College.

13.13.2 When filling any of the above mentioned titles, every effort shall be made to give consideration to all qualified candidates from within the College.

13.13.3 Moreover, with regard to these positions, the President shall consult with the appropriate committee of the Faculty Senate with respect to the effectiveness of the performance within these positions for the first three (3) years of an individual's appointment and at the end of each succeeding three (3) year period.

**FINGER LAKES COMMUNITY COLLEGE
TEACHING FACULTY BARGAINING COUNCIL
CONTRACT EXPIRATION - 2005**

Article XXI - Salaries

Section 2:

A. Promotion in rank shall be based on recommendations made by the Faculty Promotion Committee. After the committee agrees upon specified minimum qualifications for promotion, each year the Promotion Committee will submit to the President of the College a list of all candidates who meet the minimum requirements for promotion. Candidates will be listed in rank order.

B. When the Board of Trustees approves the promotion of a teaching faculty member from one academic rank to the next higher academic rank, the faculty member shall receive a salary increase of 6 percent applied to the base salary prior to promotion, or the minimum salary for the new rank, whichever is higher. The employer agrees to provide up to the following amounts for determining promotion in each of the contractual years for distribution in the sole discretion of the College to those teaching faculty members who demonstrate fitness for promotion. Each amount below pertains to deliberations in the indicated years:

2002-2003 \$26, 000

2003-2004 \$30, 000

2004-2005 \$34, 000

Section 3:

It is understood and agreed that there are no salary steps and no schedule and that additional compensation may be awarded in the sole discretion of the College to faculty members who perform extra duties or whose performance is deemed outstanding by the College.

FULTON-MONTGOMERY COMMUNITY COLLEGE ASSOCIATION OF COLLEGE EDUCATORS CONTRACT EXPIRATION - 2004

Article VI - Responsibility

B. FACE members are expected to attend all regularly scheduled faculty meetings, committee meetings, and all other official College functions and are expected to serve on College committees.

GENESEE COMMUNITY COLLEGE EDUCATIONAL ASSOCIATION CONTRACT EXPIRATION - 2008

Article V – Professional Appointments, etc.

5.7 Vacancies

c) When a vacancy for a unit teaching position (other than a temporary position) comes about, the appropriate Dean shall appoint an applicant screening committee from within the discipline after seeking the advice of the appropriate discipline personnel in terms of possible committee members. No applicant for the position may serve on the committee. The committee will review applications, interview applicants and, if deemed appropriate by the committee, make arrangements for other faculty and staff to meet applicants and to coordinate the interview schedule with the appropriate Dean. The report of the committee shall be advisory only; and shall recommend to the appropriate Dean acceptable applicants.

**HERKIMER COUNTY COMMUNITY COLLEGE
PROFESSIONAL ASSOCIATION
CONTRACT EXPIRATION - 2010**

Article V - Faculty Duties, Responsibilities and Rights

J. Search Committee

The Professional Association shall have an opportunity to participate in interviews of candidates for the positions of Deans, Assistant Deans, Associate Deans and President.

Faculty shall be represented on any administrative search for the above referenced positions.

**HUDSON VALLEY COMMUNITY COLLEGE
FACULTY ASSOCIATION
CONTRACT EXPIRATION - 2007**

Article XVII - Insurance

I. Labor Management Committee

The parties agree to establish a Labor Management Committee to review and make recommendations to the College concerning possible alternative medical insurance options. The Committee shall be composed of three members of the Faculty Association together with the Vice President for Administration, Director of Human Resources and Chief Fiscal Officer of the College. From time to time, the College may make available to the Committee the College's insurance consultant.

Article XX - Miscellaneous Provisions

H. Labor/Management Meetings

To facilitate communications between the parties and to promote a climate conducive to constructive relations between the College and the Faculty Association, conferences between representatives of the College and the Faculty Association may be held at the request of either party to discuss matters of mutual concern. Arrangements for such meetings shall be made in advance and shall be held at reasonable hours as mutually agreed upon by the parties. The agenda for each such conference shall be established by the President of the Faculty Association. No provision of this section shall in any manner be used to alter the terms of this Agreement, nor shall it in any way abrogate the rights and obligations of either party to the Agreement.

**JAMESTOWN COMMUNITY COLLEGE
FACULTY ASSOCIATION
CONTRACT EXPIRATION - 2007**

Article II – Association and Instructors’ Rights

2.13 HRPST Committee

A standing committee, consisting of the President of the College, Dean of Administration, the Dean of Academic Affairs, Cattaraugus County Campus Dean, the Dean of Student Affairs, and five (5) elected representatives of the Association (at least one from each campus), shall be convened each college year by the President of the college. Terms of office for the five (5) elected representatives of the Association shall run for a period of two (2) years, starting in September, or until the new representatives have been elected. Assistant deans are encouraged to attend committee meetings and shall vote only on matters involving each dean's respective faculty. The directors of the libraries and the directors of the computer centers are encouraged to attend HRPST meetings and shall vote only on matters involving their respective faculty. This Committee shall be referred to in this Agreement as the HRPST Committee (Hiring, Retention, Promotion, Salary Placement, and Tenure). The HRPST Committee shall perform the following functions:

a. Shall make all recommendations concerning hiring, retention, salary placement or merit increments (subject to GUIDELINES FOR FACULTY PROMOTION AND HIRING Appendix A of this Agreement), promotion and tenure of faculty members, and forward to the Office of the President.

b. Be responsible for the formulation of criteria used in the evaluation of faculty members. The committee shall also be responsible for supervising the consistent application of such criteria among divisions of the college as outlined in Appendix IV & V of this Agreement. A summary of the minutes including actions of each HRPST Committee meeting shall be mailed and/or e-mailed to the President of the Association, the Chairman of the Grievance Committee, and the Chief Negotiator within two (2) weeks of each meeting.

c. All HRPST personnel committee deliberations are confidential and no member of HRPST is free to share information without the approval of the entire HRPST Committee. Information may be shared when sharing said information is necessary to comply with the Collective Bargaining Agreement, local, state, and federal laws, regulations and orders. If a member of HRPST is found to violate the confidentiality of HRPST proceedings, a request may be made from the HRPST committee to the appointing authority to remove that member from the committee.

d. In the event that HRPST committee members' schedule does not allow for a face to face meeting, every attempt will be made to schedule a teleconferenced

HRPST meeting. As a last resort if HRPST proceedings cannot take place via a meeting or through teleconferencing, then HRPST proceedings can take place via e-mail.

Article V - Conditions of Employment

5.13 Professional Faculty Responsibility

5.13.4 The college values the faculty role in the formulation of academic policy and college governance. Accordingly, it is required that faculty members shall serve on at least one college committee, cross-functional team, or other administratively approved task force. Attendance at faculty meetings is not required, however faculty are expected to attend all formal academic events of the college. Formal events shall be those in which academic regalia is worn.

JEFFERSON COMMUNITY COLLEGE FACULTY ASSOCIATION CONTRACT EXPIRATION - 2008

Article XIV - Position Vacancies

B. Review of Candidates

1. In the case of appointments to the Teaching Faculty or the Professional Service Staff and for appointments of a Department Chairperson, the Administration shall seek the advice and assistance of the appropriate employees.

2. In the case of appointment of a President or Dean, an ad hoc advisory committee shall be formed for each vacancy. The Association shall provide a list of at least four (4) employee representatives from which the Chairperson of the Board of Trustees will select two (2) members to serve on the ad hoc committee.

3. In the case of appointment of an Associate Dean, an ad hoc advisory committee shall be formed. The Association shall provide a list of at least four (4) employee representatives from which the President of the College will select two (2) members to serve on the ad hoc committee. The committee shall coordinate their activities with the Academic Dean and recommend acceptable candidates.

MOHAWK VALLEY COMMUNITY COLLEGE PROFESSIONAL ASSOCIATION CONTRACT EXPIRATION – 2005

Article 3 – Management Rights and Responsibilities And Association Responsibilities

3.3 Curriculum. The parties recognize that curriculum determinations are reserved exclusively to the Board and/or as directed by the State University of

New York or the State Education Department. Faculty recommendations in the area of curriculum shall be sought through the appropriate departments and following procedures adopted by a college-wide committee of faculty.

**MONROE COMMUNITY COLLEGE
FACULTY ASSOCIATION
CONTRACT EXPIRATION - 2008**

Article 4 - Faculty Governance

Section A. Existence. The Board and the Faculty Association recognize that a faculty governance organization does and will exist. It is the right and responsibility of the Faculty to participate in such organization.

Although the actual form may vary, such organization will have responsibility for recommending policies related to faculty resources, academic standards, curriculum, educational policies, institutional philosophy and goals, personnel policies, professional development and administrative affairs.

It is further recognized by the Board and the Faculty Association that faculty ad hoc or special committees exist and other faculty ad hoc, standing or special committees may be formed during the period of this Agreement. Membership on such faculty committees shall be open to all members of the Faculty. Committee members shall be selected in accordance with the faculty governance organization's bylaws.

Section B. Faculty Responsibility. As set forth more specifically in other sections of this Agreement and by long-standing practice at Monroe Community College, the Faculty through the appropriate faculty committee or department and consistent with the responsibilities vested in the President and the Board, has primary but not sole responsibility for recommending curriculum, subject matter, methods of instruction, research, faculty status, requirements of and authorization for granting degrees.

Article 53 - Joint Committee on Labor/Management Cooperation

It is agreed that a Labor/Management Committee consisting of at least three (3) and not more than five (5) members selected by the Faculty Association, one of whom shall be the Faculty Association Contract Administrator, and at least three but not more than five members appointed by the President, one of whom shall be the College Contract Administrator, will be established. The purpose of this committee is to discuss any matters of mutual concern to the Faculty Association and the College. The agenda for each Committee meeting shall be established by the President or a designee and President of the Faculty Association or a designee.

It is agreed that in the interest of efficient management and harmonious union relations, it is desirable that periodic meetings be held. These meetings will be referred to as Union/Management Conferences. At least ten (10) days prior to each meeting the College and the Union will exchange information as to the proposed subjects to be discussed at the forthcoming meeting. The times, dates and places of the meetings shall be agreed upon by the contract administrators.

No provisions of this section shall in any manner be used to alter the terms of this Agreement, nor shall it in any way abrogate the rights and obligations of either party to this Agreement.

**NASSAU COMMUNITY COLLEGE
FEDERATION OF TEACHERS
CONTRACT EXPIRATION – 2008**

Section 19 –Academic Senate

19-1 It is the Academic Senate of Nassau Community College that shall provide the College community with voice in general educational goals and policies as well as other matters of concern to the College community. The Academic Senate shall have responsibilities and powers in the following areas unless otherwise restricted by law and the provisions of this contract.

19-1.1 To examine, approve, and recommend curricula for examination by the President and the Board of Trustees.

19-1.2 To recommend requirements for admission, degrees, and graduation.

19-1.3 To formulate and propose academic policies including policies on class size, academic advisement, educational TV, and academic calendar for the consideration of the President and the Board of Trustees.

19-1.4 To provide a forum for the consideration of academic matters of mutual interest to the College community.

19-1.5 To formulate and propose policies for those aspects of student life which relate to the educational process.

19-1.6 The Academic Senate shall annually publish an updated list of the Academic Departments.

19-2 The Academic Senate shall mean that association representing full-time faculty and Administration (as defined by contract) and students of Nassau Community College.

19-3 The Academic Senate shall have the following composition for the purpose of representing its constituents:

70% faculty elected proportionately from academic departments;

20% students elected by the student body;

10% administrators appointed by the President.

19-4 In addition there shall be one (1) Senator appointed by the President of the NCCFT and one (1) Senator from and elected by all faculty not attached to academic departments.

Section 64 – Election of Committees

Committees provided herein, when appropriate, shall be elected by the faculty in April of the academic year prior to their taking office. The election shall be supervised by the appropriate Vice President and the President of the Union or their designees.

NIAGARA COUNTY COMMUNITY COLLEGE FACULTY ASSOCIATION CONTRACT EXPIRATION - 2006

Article 5- Association Rights

5.10 Labor-Management Committee: In the spirit of collegiality, the President of the Association or a committee of members from the Faculty Association shall meet periodically with the President or his/her designated representative(s) to discuss topics of mutual concern. The committee so formed of five (5) members appointed by the President of the College, and five (5) appointed by the President of the Association shall be known as the Labor-Management Council.

NORTH COUNTRY COMMUNITY COLLEGE ASSOCIATION OF PROFESSIONALS CONTRACT EXPIRATION - 2006

Article X - Miscellaneous Provisions

10.10 At such time as the need arises to select a President of the College, the President of the Association and three (3) other bargaining unit representatives will become members of the search committee.

ONONDAGA COMMUNITY COLLEGE FEDERATION OF TEACHERS AND ADMINISTRATORS CONTRACT EXPIRATION – 2008

Article VI – Working Conditions

6.17 Reorganization

e. The Faculty Executive Committee shall refer the proposal to discontinue a program to a representative Faculty ad-hoc committee for review. All material from the Program Mix Administrative Review will be shared with the ad-hoc committee.

f. The Faculty shall vote on the ad-hoc committee's recommendation and the result will be conveyed to the President.

g. Concurrently, the OCC Federation shall consider the proposal to discontinue a program. All material from the Program Mix Administrative Review will be shared with the Federation. All reports will be shared with the Board of Trustees.

h. The President shall make a final recommendation to the Board of Trustees after considering the reports from the faculty ad-hoc committee, Faculty Executive Committee, and the Federation. All reports will be shared with the Board of Trustees.

i. The Board of Trustees shall consider the President's final recommendation and faculty/Federation reports, as well as any information it previously received and takes final action.

Appendix 4 - Labor Management Committee on Academic Leadership

Membership

-3 members selected by the College

-4 members selected by the OCCFTA (The OCCFTA will select members with knowledge of the issue and diversity of representation)

Concerns

-Impact of department size on collaboration between and among departments

-Impact of structure and organization on workload, responsibilities, and resources

-Issues associated with meeting student and institutional needs to connect with program representatives during the summer

-Impact of 3-year rotating terms on dealing with challenging personnel and curricular issues

-Membership in bargaining unit

Resources that may be available to the Labor Management Committee

-Information on academic structure at various SUNY community colleges collected by a task force in the summer of 2004

-Financial information on overall cost of operating the academic division with the current structure

-Other resources may be requested by the Labor Management Committee

Charges

-Research various options for the academic organization of community colleges that have been successfully implemented at other institutions and create a list of multiple ways OCC might organize to address the concerns stated above

-Conduct a series of open forums, focus groups and other activities to collect faculty feedback and suggestions on how to address the concerns outlined above

-Identify one of the options and develop it, with additional faculty input, into a comprehensive proposal for the academic structure at OCC. The proposal must

- * state clearly how each of the concerns noted above has been addressed
- *be consistent with the College's mission
- *be financially responsible

Deliverable

Report due to the Vice President, Student and Academic Services and OCCFTA President by May 20, 2007

Appendix 4 – Labor Management Committee on Academic Calendar

Membership

- 3 members selected by the College
- 4 members selected by the OCCFTA (The OCCFTA will select members with knowledge of the issue and diversity of representation)

Concerns

- Impact of academic year contracts on cost and availability of professional staff (as defined in Article 4.1 of the faculty collective bargaining agreement) outside of the academic calendar
- Impact of current definitions of academic year and work week on the need for flexibility to meet staffing needs
- Impact of academic year contracts on College functions such as counseling/advisement/ library, which require calendar year coverage
- Differences in summer pay for summer classroom faculty and counselors/librarians
- Membership in bargaining unit
- Resources that may be made available to the Labor Management Committee
- Financial information on overall current costs associated with counseling and library coverage.
- Other resources may be requested by the LMC.

Charges

- Contact at least 15 peer institutions both within SUNY and outside NY state (excluding right-to-work states) to determine the mechanism they use to provide year-round services to students related to counseling (including summer advisement) and library, the costs of providing this service
- Conduct a series of open forums, focus groups and other activities to collect faculty feedback and suggestions on how to address the concerns outlined above
- Identify one of the options or create a new option and, with additional faculty input, develop it into a comprehensive proposal to address all of the concerns noted above. The proposal must
 - *state clearly how each of the concerns noted above has been addressed
 - *be consistent with the College's mission
 - *be financially responsible

Deliverable

-Report due to the Vice President, Student and Academic Services and OCCFTA President by May 20, 2007

Appendix 4 – Labor Management Committee on Maternity Leave

Membership

-3 members selected by the College
-3-4 members selected by the OCCFTA (The OCCFTA will select members with knowledge of the issue and diversity of representation)

Concerns

-Moderate the economic loss by members on maternity leave

Resources that will be made available to the Labor Management Committee

-Information as requested by the LMC

Charges

-Gather internal and external information on how OCC and other SUNY institutions provide for maternity leave and the cost of the benefit
-Conduct a series of open forums, focus groups and other activities to collect faculty feedback and suggestions on how to address the concerns outlined above
Identify one of the options or create a new option and, with additional faculty input as needed, develop it into a comprehensive proposal to address all of the concerns noted above. The proposal must
*state clearly how each of the concerns noted above has been addressed
*be financially responsible

Deliverable

-Report due to the Vice President, Student and Academic Services and OCCFTA President by May 20, 2007

Appendix 5 – Labor Management Committee on Classroom Observation Form

Membership

-2 members selected by the College
-3 members selected by the OCCFTA (The OCCFTA will select members with knowledge of the issue and diversity of representation)

Concerns

-Provide a more formative and informative form
-Elicit responses that are more substantive

Resources that will be made available to the Labor Management Committee

-Information as requested by the LMC

Charges

- Create a new classroom observation form to be used in the reappointment and tenure, and promotion process
- Work with the Federation and the College to test the newly created form

Deliverable

- Report due to the Vice President, Student and Academic Services and OCCFTA President by May 20, 2007

Appendix 5 – Labor Management Committee on Guidelines for Promotion

Membership

- 2 members selected by the College
- 3 members selected by the OCCFTA (The OCCFTA will select members with knowledge of the issue and diversity of representation)

Concerns

- Lack of clear understanding by faculty members, promotion committee members and the College on what constitutes an appropriate level of contribution for promotion

Resources that will be made available to the Labor Management Committee

- Information as requested by the LMC

Charges

- Gather information as warranted by the LMC
- Conduct a series of open forums, focus groups and other activities to collect faculty feedback and suggestions on the issue
- Create a document that will establish guidelines that when followed will help guide decisions to grant promotions to applicants whose work demonstrates consistent, ongoing academic and professional commitment
- Identify options for improving the understanding of and evaluation of what constitutes an appropriate level of contribution for promotion
- Identify one of the options and, with additional faculty input as needed, develop it into a comprehensive proposal to address all of the concerns noted above. The proposal must
 - *state clearly how each of the concerns noted above has been addressed
 - *be financially responsible

Deliverable

- Report due to the Vice President, Student and Academic Services and OCCFTA President by May 20, 2007

**ORANGE COUNTY COMMUNITY COLLEGE
FACULTY ASSOCIATION
CONTRACT EXPIRATION – 2007**

Article II - Association and Member Rights

N. A Labor-Management Committee will be established consisting of two Administrators chosen by the President of the college or his/her designee and two officers of the Faculty Association. The Committee will meet to discuss any contractual issues that arise not directly addressed by this contract.

Article IV - Conditions of Employment

15. Redefined Time: Redefined time shall be granted a faculty member, including librarians, counselors, and technical assistants, for professional duties in lieu of normal contractual duties, provided that such duties have been specifically delineated and assigned by the Administration and that such duties have been voluntarily accepted by the faculty member. Professional duties that qualify for redefined time include, but are not limited to, the following:

n. A search committee will be formed for any assignment that requires twelve (12) or more hours per week during a fifteen (15) week semester. The search committee will be comprised of at least two members appointed by the Administration and at least one member appointed by the Association. The search committee shall review all applications for the assignment and interview those applicants who are qualified. The search committee shall ensure the confidentiality of the selection process. The search committee shall forward its recommendations to the appropriate Vice President for approval.

Article VI – Reappointments and Evaluation

H. Filling of Vacancies – All Faculty Association members shall be informed in writing and/or electronically of vacancies within the College. Faculty Candidates for a teaching vacancy within any department will be screened and interviewed by a committee composed of the appropriate department chairman, and two members of the teaching faculty elected by the department. The Vice President of Academic Affairs, or the appropriate Associate Vice President, shall sit as an ex-officio, non-voting member of the committee. The committee shall send its recommendations to the Vice President of Academic Affairs for his/her approval and recommendation to the President of the College.

**ROCKLAND COMMUNITY COLLEGE
FEDERATION OF TEACHERS
CONTRACT EXPIRATION - 2008**

Article 8 - Governance

8.01 The President of Rockland Community College or his/her designees shall engage in consultation with the Executive Committee of RCCFT at meetings to be held not less than once a semester. Matters that are the subject of current negotiations shall not be discussed.

8.02 The matter of Promotions and Terminations is within the realm of concern of the Faculty Senate unless otherwise specifically stated in this contract.

**STATE UNIVERSITY OF NEW YORK
FACULTY ASSOCIATION
CONTRACT EXPIRATION - 2007**

Article 8 – Labor-Management Meetings

8.1 The purpose of this Article shall be to provide a forum to discuss, consider and attempt to resolve, where appropriate and consistent with the terms of this Agreement, matters of interest to either or both parties identified below.

8.2 Representatives of the Governor's Office of Employee Relations shall meet with UUP representatives at mutually agreed-upon times to discuss matters of interest raised by either party. If desired by the other party, the party requesting the meeting shall submit a written agenda in advance of the meeting.

8.3 The Chancellor, or designee, shall meet with UUP representatives twice each semester for the purpose of discussing matters of interest raised by either party, including those matters necessary to the implementation and administration of this Agreement which are University-wide in nature. A written agenda shall be submitted by UUP to the Chancellor no less than five days before the scheduled date of the meeting. At the discretion of the Chancellor, additional matters for discussion may be placed on the agenda. Nothing contained herein shall prevent the Chancellor, or designee, and UUP representatives from meeting on a less frequent basis upon mutual agreement.

8.4 College Labor-Management Meetings

a. A College President, or designee, shall meet with local UUP representatives once each month to discuss matters of interest raised by either party, including those matters necessary to the implementation and administration of this Agreement which are local in nature. The College President shall attend these meetings at least once each semester. A written agenda shall be submitted by

UUP to the College President ten working days before the scheduled date of meeting, whenever feasible. In no event shall the agenda be submitted less than five working days before the scheduled date of the meeting. At the discretion of the College President, or designee, additional matters for discussion may be placed on the agenda with five working days' notice to the local UUP chapter, whenever feasible. In no event shall the College President, or designee, place additional matters on the agenda with less than two working days' notice to the local UUP chapter. Nothing contained herein shall prevent the College President, or designee, and local UUP representatives from meeting on a less frequent basis upon mutual agreement.

b. A College President, or designee, shall meet with local UUP representatives once each month to discuss matters of interest pertaining exclusively to part-time employees raised by either party, including those matters necessary to the implementation and administration of this Agreement which are local in nature. A written agenda shall be submitted by UUP to the College President ten working days before the scheduled date of the meeting, whenever feasible. In no event shall the agenda be submitted less than five working days before the scheduled date of the meeting. At the discretion of the College President, or designee, additional matters for discussion may be placed on the agenda with five working days' notice to the local UUP chapter, whenever feasible. In no event shall the College President, or designee, place additional matters on the agenda with less than two working days' notice to the local UUP chapter. Nothing contained herein shall prevent the College President, or designee, and local UUP representatives from meeting on a less frequent basis upon mutual agreement.

8.5 In addition to the meetings specified in Sections 8.3 and 8.4, UUP and the Chancellor, or designee, may meet at mutually agreed-upon times other than those set forth above if matters of immediate interest to either party arise. If desired by the other party, the party requesting the meeting shall submit a written agenda in advance of the meeting.

Article 11 – Employee Organization Leave

11.4 Labor-Management Meetings

A reasonable number of employees shall be granted reasonable and necessary employee organization leave, including travel time, for the purpose of participating in mutually scheduled labor-management meetings pursuant to Article 8 of this Agreement.

Article 21 - Statewide Joint Labor-Management Committees

21.1 The parties shall review and discuss the mission of the statewide labor-management Affirmative Action/Diversity Committee (Article 10), Employment Committee (Article 35), Joint Committee on Health Benefits (Article 41), Professional Development Committee (Article 42), Safety and Health Committee (Article 43), Technology Committee (Article 44) and Campus Grants Committee (Article 45) to ensure that program objectives effectively meet the needs of the State University and members of the Professional Services Negotiating Unit.

21.2 The State shall prepare, secure introduction and recommend passage of legislation for appropriations in the amounts of \$2,265,354 for the 2003-2004 Agreement year, \$2,265,354 for the 2004-2005 Agreement year, \$2,265,354 for the 2005-2006 Agreement year and \$2,265,354 for the 2006-2007 Agreement year for the purpose of funding statewide joint labor-management committee programs as mutually agreed upon by the parties. The parties shall meet within 90 days following the execution of this Agreement to mutually agree upon appropriate funding levels for each statewide joint labor-management committee. The unexpended portions of each year's appropriation shall be carried over into the succeeding year and added to the appropriation for the succeeding year.

Article 45 - Campus Grants Committee

45.1 For the term of the Agreement, there shall be a Campus Grants Committee consisting of an equal number of representatives appointed by the State and by UUP. Such representatives shall be drawn from each of the State Joint Labor-Management Committees.

45.2 The Committee shall:

- a. Review, recommend and implement programs which will benefit groups of employees at one or more Colleges.
- b. Make recommendations for and implement programs responsive to the needs of academic and professional employees.
- c. Mutually agreed upon activities of the Statewide Campus Grants Committee shall be funded pursuant to Section 21.2 of this Agreement.

**SUFFOLK COUNTY COMMUNITY COLLEGE
FACULTY ASSOCIATION
CONTRACT EXPIRATION - 2005**

Article II- Rights of the Association and Members

O. Subject only to overload obligations, librarians, counselors and professional assistants who are members of the Faculty Senate and its committees, the Academic Assembly and its committees, the Congress and its committees, the Faculty Association, the College Personnel Committee and the Association Negotiating Committee shall be permitted to attend meetings of such bodies, if advance notice is given and if meetings are scheduled during common hours or outside the fall and spring semesters. Only one (1) representative in each of the above categories shall be released to attend committee obligations except for College and Campus-wide elected Faculty Association officials. Faculty in these three categories shall be permitted to attend Faculty Association general membership meetings when scheduled during common hours.

Article IV - Conditions of Employment

J. Vacancies.

1. Presidential Search Committee. In the event of a vacancy of the office of the President of the College, a Presidential Search Committee shall be established by the Board of Trustees for the purpose of recommending to the Board of Trustees a candidate or candidates to be considered by the Board of Trustees for appointment to the vacancy. The Faculty Association President or Executive Vice President shall serve on said committee in a capacity equal to that of the other members of the Committee.

2. Administrative Vacancies. Deans, Head and Associate Head Librarians, Directors, Coordinators, Administrative Assistants to the President, Division Chairpersons, and comparable titles hereafter created, are appointed by the President subject to the approval of the Board of Trustees. Prior to any such appointment, all full and part-time faculty members shall be notified of such openings by internal distribution prior to publication elsewhere. Such notice shall include a complete job description, including remuneration offered, duties, responsibilities and a statement of required qualifications.

3. Faculty Vacancies.

a. Unit III members shall be notified by the College of Unit III openings by utilization of individual faculty mailboxes. Such notification shall include a statement of required qualifications and whether the vacancy is a term line. This notification will be provided two (2) weeks in advance of publication elsewhere, except with the concurrence of the Faculty Association. The College shall notify all Unit III members by internal distribution no later than January 15 of each year of anticipated vacancies for the spring semester and by August 15 of the

anticipated vacancies for the fall semester. If a position held by a faculty member on a temporary basis is being converted to a term line, and there are other temporary faculty in the discipline, the position shall be announced.

b. Whenever an opening for a full-time position within Unit III occurs, the following procedure shall be followed:

1.) The department/discipline faculty shall be notified and a joint faculty/administration search committee shall be appointed for the purpose of determining applicable academic qualifications for the position within approved academic policy, reviewing applications and credentials, interviewing candidates, and making recommendations to the appropriate dean.

2.) The joint search committee shall consist of the appropriate departmental/discipline administrators and between three (3) and five (5) full-time faculty members as determined by the full-time faculty members of the department, by mutual agreement with departmental/discipline administrators. Faculty appointments to the committee should include at least one faculty member with the specific expertise in the discipline that is the subject of the search.

3.) This search committee shall forward the names of at least three (3) recommended candidates to the appropriate dean for review and recommendation to the President. If a search does not result in three successful candidates, the President may waive the requirement for three candidates. If none of the candidates is found acceptable, the President may direct that the committee reopen the search.

c. Upon written request, interviews of available applicants shall be offered to full-time faculty, adjunct faculty, and outside applicants, in such order.

d. Every effort will be made to hire minority group members.

Article VII - Faculty Status

C. Duties of Full-time Faculty

Full-time faculty members have the following duties and responsibilities:

3. To attend General Faculty Meetings, and to serve in the Faculty Senate, Academic Assembly or Congress and on Standing Committees if elected or appointed.

Appendix H - Procedures for Class Size Committee

I. Charge

1. The Class Size Committee shall be charged with the responsibility of reviewing, monitoring and proposing modifications (if and when necessary) to the class size maximum to determine the maximum class size for all credit courses (or courses which are prerequisite for credit courses). Its recommendations shall be

forwarded to the Vice President for Academic Affairs for submission to the College Board of Trustees.

2. To provide for timely and uniform consideration of faculty and administration concerns about class size, the recommendations of this Committee shall not be subject to approval of the individual campus governance bodies. However, as an integral part of its deliberation process and prior to finalizing its recommendation(s), the committee shall provide sufficient time to solicit and consider input from the faculty in the affected disciplines/programs on all three (3) campuses, the governance bodies and/or the appropriate standing committees on all three (3) campuses (or all the campuses which would be affected by a proposed change(s)) and the appropriate academic administrators.

3. In its deliberations, the Committee shall consider the following information:

- a. appropriate published research;
- b. maximum class size limitations for similar courses at similar institutions;
- c. impact on other courses in the discipline/program;
- d. impact on staffing;
- e. the fiscal impact;
- f. physical constraints; and
- g. total number of students per faculty member.

4. Issues within the purview of the committee are:

- a. the college-wide class size maximum for each existing course and compliance of new courses to class size standards;
- b. the examination of categories (and subcategories) of types of courses (e.g., lecture, discussion, recitations, laboratory, workshop, seminar, internship, etc.) for all courses currently listed in the college catalog;
- c. the examination of criteria for ensuring a consistent methodology in class size maximums.

II. Composition

1. The Class Size Committee shall be a college-wide committee consisting of nine (9) voting members selected by the three (3) governance bodies and four (4) non-voting ex-officio members from the college administration. Each governance body shall select three (3) of the voting members to this committee; the method of selection to be determined by each governance body. This selection process may include appointment or election by the governance body from the representatives of the governance body or by virtue of a faculty member's position as presiding officer or chairperson of a standing committee of the governance body or from the campus faculty at-large. Of the three (3) members from each governance body, at least two (2) must be full-time Unit III members. Exempt administrators shall be excluded from eligibility for voting membership on the Committee. The non-voting college administration representatives to this committee shall be the Vice President for Academic Affairs and the Deans of Instruction. The Academic Vice

President shall convene the initial meeting of the Committee and hold the election for a Chairperson.

2. Faculty members selected to this committee shall serve for two- (2) year terms. In order to provide continuity, the terms of appointment shall be staggered. In order to effect this staggered method, the initial governance body appointments shall include two (2) appointments for two (2) year terms and one (1) appointment for a one (1) year term. In the event faculty serve by virtue of a position held in the governance body, then the term of office on the Class Size Committee shall run concurrently.

3. The chair of the committee, who shall serve for a two (2) year term, shall be elected from the voting members of the committee.

III. Procedure

1. Proposals to change class size maximums for existing courses may be submitted to the Class Size Committee by any professional member of the College community. The author shall distribute the proposal to each member of the affected discipline/program. Such proposals should be signed and submitted in writing to the Committee and shall contain a brief rationale for the proposed change or modification.

IV. New Courses

1. Class size for new courses should follow existing guidelines. At the time a new course is submitted to a campus curriculum committee, the course proposer should submit a copy of the proposal to the Class Size Committee. At this time, the course is not subject to review by the Class Size Committee, as long as it complies with class size guidelines established through this procedure.

2. Once the course has been approved by the local campus curriculum committee, it should be sent to the Class Size Committee for final review to ensure compliance with existing class size guidelines established through this procedure.

V. Timetable

1. Proposals may be submitted to the Class Size Committee, on forms specified by the Committee, in either of two (2) cycles, the details of which follow:

a. Proposals shall be delivered to the chairperson of the Class Size Committee by September 30 for the fall cycle and February 25 for the spring cycle. If either deadline falls on a weekend or holiday, the Monday following such date shall be the operative date.

b. Within seven (7) calendar days of the deadline, the chairperson of the Committee shall forward the proposal(s) and any accompanying documents to the Presiding Officers of each governance body, in the event more than one (1) discipline is affected, to faculty in the other affected disciplines/programs. Each Presiding Officer shall be responsible for providing the proposal and

accompanying material to the members of the appropriate committee(s) within his/her governance body.

c. If the proposal is submitted in the fall cycle, the affected disciplines/programs/committees shall have until February 1 to collect the required data to defend or refute the proposed changes and to submit its report with appropriate documentation or to present their comments and concerns to the Committee. If the proposal is submitted in the spring cycle, the affected parties shall have until September 10 to submit a report, make comments or raise concerns.

d. Disciplines/programs which require additional time to document their case may request an extension of the deadline up to an additional thirty (30) calendar days from the Committee.

e. After the Class Size Committee has received all the documentation on a specific proposal, including comments, if any, from each governance body, the Committee shall begin its deliberation of the proposal(s).

f. If insufficient data is presented to support the proposed changes/modifications, the Committee may request additional information from the affected disciplines/programs or it may recommend to the Vice President for Academic Affairs that the proposal be rejected for insufficient data. The Vice President for Academic Affairs shall respond, in writing, to the Committee's recommendation within ten (10) days. Any proposal rejected for insufficient data by the Committee which has the concurrence of the Vice President for Academic Affairs may not be resubmitted for at least two (2) years.

g. The deliberation of the Committee shall culminate in a vote on the merits of the proposal by April 25, if the proposal is submitted in the fall semester cycle and by December 1 if the proposal is submitted in the spring semester cycle. Such vote and the Committee's recommendation(s) shall become part of the official record of the proposal.

h. The Committee's recommendation(s) shall be forwarded to the Vice President for Academic Affairs for submission to the Board of Trustees. The Vice President shall provide a response to the Committee's recommendation(s) by May 30, if the initial proposal was submitted during the fall cycle, or by January 10, if the initial proposal was submitted during the spring cycle.

SULLIVAN COUNTY COMMUNITY COLLEGE PROFESSIONAL STAFF ASSOCIATION CONTRACT EXPIRATION - 2004

Article 8 - Management and Association Committee

8.01 During the term of this Agreement, the parties agree to meet to discuss subjects of mutual interest that may arise upon ten (10) calendar days notice given to the other party, in writing, setting forth the subject matter(s) to be discussed. Repeated requests to discuss the same subject or similar subjects at additional meetings other than regular meetings need not be honored.

8.02 Each party agrees to designate not more than four (4) representatives to meet and make every reasonable effort to resolve issues.

8.03 The representatives designated by the Employer may include one (1) representative of the County and shall include three (3) representatives of the Trustees or their respective designees:

8.1.1 The inclusion or exclusion of new positions within the bargaining unit will be determined by the Committee. The College will notify the Association within seven (7) working days after creation of a new position. The Committee will meet within ten (10) working days after receipt of notice and notify the College of their decision within twenty (20) working days. The President of the Association shall receive a copy of all job announcements and postings.

**TOMPKINS-CORTLAND COMMUNITY COLLEGE
FACULTY ASSOCIATION
CONTRACT EXPIRATION - 2008**

Article VIII - Working Conditions

8.17 College Committees

Employees are expected to serve on College committees. Every effort shall be made to distribute committee assignment and responsibility in as equitable a manner as possible consistent with individual interests, aptitudes, and abilities and with the needs of the College.

**ULSTER COUNTY COMMUNITY COLLEGE
FACULTY ASSOCIATION
CONTRACT EXPIRATION - 2008**

Article V - Other Benefits

Section 23. Service on College Committees

Service on College committees by full-time faculty members is essential. The Association will encourage service on such committees by its membership. Service on committees will continue to be considered for all promotion decisions.

Article X - Miscellaneous Provisions

Section 7. Labor Management Committee

To facilitate communications between the parties and to promote a climate conducive to constructive relations between the College and the Association, conferences between the presidents and/or designees of the College and the Association may be held at the request of either party to discuss matters of mutual concern. Arrangements for such meetings shall be made in advance and shall be held at reasonable hours as mutually agreed upon by the parties. No provision of

this section shall in any manner be used to alter the terms of this agreement, nor shall it in any way abrogate the rights and obligations of either party to the agreement.

Section 8. Labor-Management Subcommittees

The parties will establish one or more Labor-Management Subcommittees within ninety (90) days of the signing of the agreement to discuss issues of mutual concern including the creation of a due process judicial proceeding, the reorganization of academic affairs, and advisement training.

WESTCHESTER COMMUNITY COLLEGE FEDERATION OF TEACHERS CONTRACT EXPIRATION - 2004

Section 3 - Professional Status and Rights

3.10 Faculty Senate:

A self-governing senate, representative of the entire faculty, shall be the faculty body concerned with consultation with the administration and the expression of faculty opinion and recommendation on professional appointments, re-appointments, promotions, tenure, and sabbaticals, requests for service beyond normal retirement age and such other professional matters as educational policy, curriculum, student activities, and scholastic standards. This envisages the development of faculty opinion on all levels including the departmental. The President, upon request, shall be present to the Board of Trustees any written communication from the Union and Senate.

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