CONTRACT

This agreement is made pursuant to the Public Employees' Fair Employment Act, and is entered into by and between the Ontario County Board of Supervisors and Finger Lakes Community College Board of Trustees (hereinafter referred to as the "Employer"), and the Finger Lakes Community College Teaching Faculty Bargaining Council (hereinafter referred to as the "Council").

WHEREAS, the parties have conducted negotiations and reached agreement, now, therefore

The parties agree as follows:

ARTICLE I
RECOGNITION

Section 1:

The Employer hereby recognizes the Council as the exclusive bargaining representative of the following full-time teaching faculty:

All faculty who are required by job description to teach a minimum of fifteen (15) contact hours per semester, including those persons with contact hour reductions for department head service and special projects.

Members of the bargaining unit are committed to carrying out the Mission of Finger Lakes Community College with the highest degree of professionalism.

Section 2:

The Council expressly agrees not to discriminate in representation of all of the employees within the unit, whether members of the Council or not; or to engage in a strike, or any other concerted refusal to work, or to instigate, encourage or condone the same.

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.
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.

The Employer may hire and retain on staff for up to five years temporary faculty who are appointed on an annual basis and who are not entitled to continuing appointment. With the exception of continuing appointment, these temporary faculty are covered by all other provisions of this agreement. The College is limited to retaining not more than eight of this type of temporary faculty position at any one time.

Section 4:

Teaching faculty hired into positions funded by grant or by other outside funding sources shall be eligible for all unit benefits with the exception of continuing appointment. Annual appointments shall not extend beyond that period defined by the grant or funding source and shall be subject to the availability of funds. Any teaching faculty who has exceeded the five year probationary period will, upon termination of the grant, be entitled to said position, and shall be entitled to all benefits accrued during the grant funded appointment, should said position become funded through another source.

Section 5:

The Employer agrees to deduct from the salary of each teaching faculty member covered by this agreement an amount of money in payment of the uniform dues of the Council, for any member of the Council who has authorized in writing on a form mutually agreed to by the parties, provided that said deduction card is in the possession of the Employer prior to September 30 of each calendar year. Such authorization may be revoked by writing to the Vice President of Administration/Treasurer at any time. The deduction shall be made in equal installments.

The Employer further agrees to transmit said deductions to the Council each effective pay period. The Council agrees that it will certify to the Employer in writing the dues rate to be effective for the following academic year prior to September 30 of each year. The Council hereby agrees to hold the Employer harmless for any and all liability or damages it may sustain as a result of making the payroll deductions provided for in this Article.
ARTICLE II
LEAVE OF ABSENCE WITHOUT PAY

Section 1:
A teaching faculty member desiring an unpaid leave of absence for a definite period of time not exceeding one (1) calendar year shall submit a written request, outlining in detail the purposes for which the leave is requested, to the Vice President for Academic Affairs and Dean of the College who will transmit the request to the President of the College. The President shall forward the request with his recommendation to the Board of Trustees whose decision regarding granting or denial of the leave shall be final and not subject to the grievance or arbitration procedures. A teaching faculty member on an unpaid leave of absence shall not accrue any salary or fringe benefits, but shall be entitled to continuance in insurance and retirement programs (where the terms and conditions of the programs permit payment by individuals) by contributing in advance all necessary payments as agreed upon between the teaching faculty member and the Finance Office of the College.

Section 2:
A leave granted pursuant to Section 1 above shall not be considered as time worked for any purpose including, but not limited to, salary determinations and fringe benefits, nor will such time be considered as time worked in any decision where years of service is a factor, except as provided in Section 4 below.

Section 3:
If a teaching faculty member wishes to extend her/his leave of absence he/she must reapply as defined in Section 1. The failure of a teaching faculty member to return to work on the date approved when the leave was granted shall result in termination of employment as of that date.

Section 4:
When a teaching faculty member returns from leave of absence without pay he/she shall be compensated at the rate he/she would have received had he/she not taken a leave.
ARTICLE III
SABBATICAL LEAVE

Section 1:

A sabbatical leave of absence may be granted by the Board of Trustees upon the recommendation of the President in order to improve a teaching faculty member's professional ability, thus enriching the College's program. Such leaves may be granted for formal education, research, writing, study or other experience which the Board of Trustees believes will increase an individual's professional competence.

Section 2:

Teaching faculty who have completed six (6) years of continuous full-time service at the College will be eligible to receive a sabbatical leave of absence. Periods of unpaid leave approved by the College shall not be counted in determining the six (6) year total, but shall not be deemed an interruption of continuous service. Application for sabbatical leave may be made no earlier than the employee’s sixth year of service.

Section 3:

An eligible bargaining unit member who desires a sabbatical leave shall submit to the Vice President of Academic Affairs and Dean of the College and to the Sabbatical Committee of the Teaching Faculty Forum a written request (on forms to be supplied by the Employer) no later than April 1 of the academic year preceding the academic year in which the leave is to commence.

Section 4:

Sabbatical leave shall be compensated at the rate of one (1) semester at full pay or one (1) academic year at half-pay. A teaching faculty member on sabbatical leave may enter into employment or contract his services only upon the approval of the President. In any such case, or in the case of any other income provided from an outside source which may be used for the personal benefit of the teaching faculty member, the compensation provided by the college shall be decreased by such amounts. However, where less than full pay is provided by the Employer no such decrease shall be invoked until such additional income combined with the amount paid by the Employer exceeds the teaching faculty member's full normal compensation for the period during which the leave is taken. While on sabbatical leave, a teaching faculty member shall be entitled to all insurance and retirement benefits and shall accrue sick leave, but shall not be entitled to utilize or accrue other paid leave.
Section 5:

After a meeting between the Vice President of Academic Affairs and Dean of the College and the Sabbatical Committee of the Teaching Faculty Forum each shall submit all applications which have been received listed in order of preference to the College President no later than fifteen (15) days after the final application dates listed in Section 3 above. The President shall forward a maximum of three (3) applications per calendar year which he/she deems meritorious to the Board of Trustees with his recommendations. The decision of the Board regarding the granting or denial of any such leave shall be given to applicants reviewed by the Board no later than June 1 following an April 1 application. The decision of the Board shall be final, and no grant or denial of a leave under this Article shall be subject to the grievance or arbitration procedure.

Section 6:

Any teaching faculty member granted a sabbatical leave shall be required, as a condition of receiving the leave, to execute an agreement providing that the teaching faculty member shall not voluntarily terminate her/his employment with the College for at least one (1) year following the completion of a sabbatical leave and that if a teaching faculty member fails to satisfy this requirement, he/she shall be liable for any compensation and the value of all fringe benefits provided by the College during the leave period.

Section 7:

At least once during the sabbatical leave period and again within the three (3) months following the completion of the sabbatical leave, the teaching faculty member shall submit to the Vice President of Academic Affairs and Dean of the College a detailed report of his/her progress and accomplishments. These reports should follow the outline attached hereto as Appendix A.

Section 8:

A teaching faculty member who has taken a sabbatical leave shall become eligible to receive another such leave only after having completed six (6) years of continuous full-time service from the date of return from his/her last sabbatical leave. Application for additional sabbaticals may be made no earlier than the employee’s sixth year after return from a prior sabbatical.
ARTICLE IV
JURY DUTY, MILITARY LEAVE and CHILD REARING LEAVE

Section 1 - Jury Duty:

A teaching faculty member selected for Jury Duty or subpoenaed for a court proceeding to which he/she is not a party shall receive paid leave while attendance is required by the court on a regularly scheduled work day. Teaching faculty members on such leave will remit to the College all remuneration received for jury duty, with the exception of money paid for the reimbursement of travel and parking. Teaching faculty members requesting payment for jury duty must notify their Department Chairperson and the Vice President of Academic Affairs and Dean of the College immediately upon receipt of a subpoena for jury duty.

The teaching faculty member will cooperate with the Employer in a request for deferral of jury duty whenever, in the Employer's judgment, such a request is necessary.

Section 2 - Military Duty:

Teaching faculty members covered by this agreement shall be granted leave for military service in accordance with the then existing provisions of State and Federal law. A teaching faculty member who takes a military service leave shall comply with the following requirements:

(a) The teaching faculty member shall notify her/his immediate supervisor and the Vice President of Academic Affairs and Dean of the College in writing as far in advance of required military assignment as possible but no later than the first available opportunity following receipt of military orders or other official notification of assignment. A copy of military orders must be provided to the Vice President of Academic Affairs and Dean of the College.

(b) A teaching faculty member who takes a military leave shall be responsible for presenting to the Vice President of Academic Affairs and Dean of the College an official record of time spent in active military service in the event the teaching faculty member is entitled to payment from the college for that time.

(c) The teaching faculty member will cooperate with the Employer and request deferral of military duty whenever, in the Employer's judgment, such a request is necessary.
Section 3 – Child Rearing Leave:

Any faculty member desiring a leave for child rearing purposes must follow the policy for Family and Medical Leave Act compliance, as approved by the Board of Trustees and referenced in full in the FLCC Employee Handbook. Faculty members may also apply to the Board of Trustees for leaves beyond the time lines set forth in the Family and Medical Leave Act.

ARTICLE V
BEREAVEMENT LEAVE

In the event of death of one of the following members of a teaching faculty member's family: parents, spouse, children, brother, sister, mother-in-law, father-in-law or any other relative or household member residing in the teaching faculty member's home, the teaching faculty member shall be granted four (4) paid leave days.

ARTICLE VI
FIELD TRIPS

Section 1:

Written requests for student field trips, on forms to be supplied by the College, shall be submitted to the Department Chairperson in advance for approval. Any trip involving the expenditure of funds must be approved in advance by the Vice President of Academic Affairs and Dean of the College.

Section 2:

No teaching faculty member shall be required to use her/his personal vehicle for a field trip. However, a teaching faculty member who voluntarily uses her/his personal vehicle when no appropriate college vehicle is available will be reimbursed on a per mile basis at the current rate, as established by the College. Personal vehicles will not be used for field trips without the prior permission of the Vice President of Academic Affairs and Dean of the College.

Section 3:

Existing liability insurance policies, or their substantial equivalent, presently maintained by the College shall remain in effect during the term of this agreement.
ARTICLE VII
EVALUATION

Section 1:
Teaching faculty members shall be evaluated whenever deemed necessary by the administration.

Section 2:
A formal, written evaluation will be completed at least once each year.

Section 3:
After each written evaluation, the Department Chairperson shall discuss the written evaluation with the teaching faculty member and each person shall initial the evaluation at that time in recognition of having seen and discussed it, but such initialing shall not be construed as agreement or disagreement with such evaluation. Such evaluation shall be placed in the faculty member's personnel file.

Section 4:
A teaching faculty member shall have the right to have her/his written response to an evaluation placed in her/his personnel file.

The College shall maintain personnel files for teaching faculty members covered by this agreement. Teaching faculty members shall be entitled to review their own personnel files with the exception of pre-employment material and reference material prepared by the College in response to a request from other employers. Such pre-employment and reference material shall be utilized only for internal College purposes or for transmittal to the requesting employer. A teaching faculty member may review her/his personnel file at a time mutually convenient to the teaching faculty member and the College. At the time of review, the teaching faculty member may have a representative of the Council present.
ARTICLE VIII
MISCELLANEOUS

Section 1:

The Council shall be permitted to hold a meeting each month during any common hour scheduled by the College, provided the meeting does not interfere with any teaching faculty member's duties. Additional meetings during the common hour may be permitted at the discretion of the President.

Section 2:

Copies of this agreement shall be reproduced by the College and made available to all teaching faculty members.

Section 3 - Overloads:

A. An overload hour shall be defined as a contact hour, including any course preparation necessary, in excess of the normal teaching load assigned to a teaching faculty member covered by this agreement, which is taught during the academic year, summer session, or intersession.

B. Overloads for the combined Fall and Spring semesters of each academic year will be limited to 12 overload hours for each teaching faculty member. A teaching faculty member may exceed this limit only with the approval of the Vice President of Academic Affairs and Dean of the College.

C. Teaching faculty members covered by this agreement who in the judgment of the College administration are qualified shall be given a preference over adjunct, part-time and temporary faculty for intersession and summer session credit courses, and for overload credit courses, subject to the limitation stated above. Department Chairpersons will be involved with the Dean of Continuing Education in the staffing of continuing education credit courses.

D. Each overload hour taught by a faculty member in excess of the normal teaching load allowed pursuant to Article X, The Work Schedule, shall be paid at the rate of $800 per overload hour, except in the 2nd and 3rd year of the contract the first three contact hours of overload per semester shall be compensated at $825 per contact hour.
E. Teaching faculty members who have retired from service at the College shall be designated Distinguished Lecturers, and shall be paid in accordance with the overload schedule as shown above if they are selected to serve as adjunct faculty. It is understood that the selection of adjunct faculty is the responsibility of the Vice President of Academic Affairs and Dean of the College.

Section 4 - Contract Study:

When a Contract Study program is approved by the Vice President of Academic Affairs and Dean of the College, the teaching faculty member shall be compensated at a rate equal to the amount of tuition paid by the student for the Contract Study program, or equivalent tuition if the program is undertaken by a full-time student. Contract Study programs will be excluded from all other workload and compensation policies specified in this agreement. Teaching faculty members will be compensated upon completion of the program after certification by the Registrar's Office that a final grade for the Student has been submitted by the teaching faculty member.

In the event that the student withdraws before completion of the Contract, the teaching faculty member's compensation shall be the amount of tuition retained by the College upon the student's withdrawal.

Section 5 - Credit Union:

The Employer agrees to a payroll deduction for teaching faculty members who authorize the same in writing in accordance with the General Municipal Law for payments to one federally insured Credit Union to be designated by the Council. The deduction shall be made in a uniform amount, and the Council agrees to hold the Employer harmless for any and all liability or damages the Employer may sustain as a result of making the deductions provided for in this Section.

Section 6 - Early Retirement:

The parties agree to meet and confer at any time during the life of this agreement on the subject of early retirement. Members whose age as of September 1, 2005, or 2006, when added to years of full-time service as of that date, equals 85 or more will be eligible to receive 80% of their final base salary, divided into three equal installments to be paid annually for three years following retirement, provided that said eligible members elect to retire at the conclusion of the academic year following their first September 1 eligibility. Members electing to retire in the second academic year following their first September 1 eligibility, shall receive
75% of final base, as above. Members electing to retire under this section shall notify the college of their intention to retire by September 1 of the applicable academic year of retirement.

Section 7 - Emergency Closing:

If the College Administration cancels classes at any college site, teaching faculty will not be expected to report.

Section 8 - Tuition Waiver:

A. All members of the bargaining unit shall be permitted to register for and attend, tuition free, any credit or non-credit course offered by the College provided space exists and provided that such attendance in no way interferes with their official duties.

B. During the term of this agreement, the dependent children and/or spouses of all unit members will be provided a tuition waiver upon enrollment as full or part-time students.

C. Only available class space is to be used for this program, and it is understood and agreed that no new sections shall be created, and no staff shall be added to comply with the employer's obligations under this section.

Section 9 - Professional Development Fund:

There shall be a professional development fund in the amount of $26,000 for each year of this agreement. This fund may also be used for tuition reimbursement of up to 75% for approved credit bearing courses, etc., in accordance with Resolution 382 of 1980, except that the terms "Department Chairperson" and "county administrator," as used in the resolution, shall mean "department or division head" and president of the college" for purposes of this section. "Personnel Committee," as used in the resolution, means, for purposes of the section, the Personnel Committee of the Board of Trustees.

Section 10 - Travel Reimbursement:

Teaching faculty members who teach at extension sites shall be reimbursed for travel between extension sites and the Hopewell campus, as defined in the travel policies and procedures in the Financial Administration Policy Manual.
Section 11 – Distance Learning:

A. For purposes of this agreement, distance learning shall be defined as the offering of any credit course through the SUNY Learning Network (SLN) or by an interactive teleconferencing course (Westnet) in which the instructor is physically separated in time or space from some or all of his/her students. The Parties to this agreement recognize and acknowledge that the responsibility and authority for establishing the criteria for and the process by which distance learning courses are planned, developed, scheduled and conducted rests solely with the Vice President of Academic Affairs and Dean of the College, who may delegate such tasks as is appropriate.

1. Members of the bargaining unit shall be given first preference in teaching distance learning courses for which they are qualified.

2. No unit member shall be required to teach a distance learning course.

3. Faculty who teach distance learning courses will be permitted to teach said course at least twice before another faculty member is selected to teach the same course, providing the faculty member desires to teach the course and is able to do so. In the case where two or more faculty have developed the same course, the decision on who will teach in subsequent semesters will be made by the Vice President of Academic Affairs.

4. During the semester in which a distance learning course is developed, faculty will be compensated in the form of release time or cash payment.

   a. Compensation for the development of SLN courses will be equal to the number of contact hours of the course being developed.

   b. Such compensation shall apply only when the faculty member is developing a course which will be carried on the SUNY Learning Network (SLN) for the first time or when the faculty member is substantially revising a course which has already been presented on the SLN by another faculty member. The determination as to whether an existing SLN course is in need of substantial revision shall be made by the Vice President of Academic Affairs and Dean of the College in consultation with the appropriate department chair prior to the assignment of the course to a faculty member.
c. In recognition of the difficulty involved in mastering the technology required for teaching an SLN course, the first time that a faculty member teaches an existing SLN course, which is not in need of substantial revision and which was previously taught by a different faculty member, he or she shall be compensated for preparation of said course by release time or cash payment equivalent to one-third of the contact hours of the course taught.

d. Final assignment of SLN courses to faculty is made at the discretion of the Vice President of Academic Affairs and Dean of the College, in consultation with the appropriate department chairs, in keeping with the provisions of Article VIII, Section 11 (A)(3).

e. Compensation for the development of an interactive teleconferencing course (Westnet) will be equal to one contact hour less than the number of contact hours of the course being developed.

5. Compensation for the development of a distance learning course may be taken as a cash stipend paid at the overload rate specified by the bargaining unit agreement, or as a reduced load, at the election of the faculty member.

6. Cash stipends for course development will be paid over the pay periods during the fall, spring, or summer semesters.

7. If faculty elect a reduced load for development of a distance learning course, such load reduction shall not count against the overload limitation which is specified in the bargaining unit agreement.

8. If a distance learning course is cancelled the first time it is offered, the faculty member who has been paid for the course development will commit to offering the course for each of the next three semesters or until the course has enough students to run, whichever comes first.

9. The College recognizes that a distance learning course may require more instructional time than a classroom-based course, especially during the first semester in which it is taught. Therefore, in the first semester in which the course is taught:

   a. the number of students admitted to an SLN course will be limited to ten.
b. the total number of students admitted to an interactive teleconferencing course (Westnet) will be limited to 20 and the number of office hours required for the faculty member teaching the teleconferencing course will be reduced by one.

10. In subsequent semesters, the Vice President of Academic Affairs and Dean of the College will confer with the course instructor and the appropriate department chair to establish the maximum number of students who will be admitted to each distance learning course.

11. Enrollments in distance learning courses shall not exceed the usual and customary numbers of students enrolled in similar courses taught in a traditional classroom setting on the College campus.

12. The faculty member who develops the distance learning course will retain the copyrights to the outline, assignments, discussion questions, lecture notes, and other course materials, which items shall become the intellectual property of the faculty member. In recognition of the financial assistance provided by the College for the development of the course, the College shall have a royalty-free, unrestricted license, in perpetuity, which shall entitle the College to use, edit, and update said materials at no cost to the College. The College, however, may not sell said materials to a third party without the written consent of the faculty member. The faculty member shall hold the College and the county harmless for any claims of infringement by the faculty member in the development of the course, and the College and county shall make a good faith effort to assist the faculty member, as owner of the copyright to the course, in protecting that copyright against infringement by others.

13. The College agrees to provide faculty with the following support in the development and presentation of distance learning courses:

   a. The College will provide appropriate hardware and software to the faculty member during the development and presentation of Internet-based courses as needed by the individual.

   b. The College will ensure that appropriate training is available.

   c. The College will pay for the installation of and the monthly fee for a basic Internet service provider
during the development and presentation of an Internet-based course which must be approved, in advance, by the Vice President of Academic Affairs.

d. Faculty teaching Westnet courses will be provided with sufficient technical assistance to ensure that they do not need to spend an inordinate amount of preparation time in the classroom, including assistance by a technician during class if necessary.

B. This agreement shall apply to distance learning activities only and shall not be construed as setting a precedent for any other area of the academic program.

The Parties agree to negotiate possible revisions to this provision during the first year of the agreement, and may modify the article by mutual agreement.

Section 12- Resignation Notification

Members resigning or retiring from their positions shall give notice in writing to the College, at least thirty days prior to the end of the term or semester.

Section 13- Union Release Time:

In the first year of this agreement, the chairpersons of the Teaching Faculty Bargaining Council and the Teaching Faculty Forum shall have a normal workload of 3 hours less, per semester, than the normal teaching load for their subject area. In the second year of this agreement, release time will no longer be compensated for the Teaching Faculty Forum Chairperson, depending upon development of a mutually-agreed upon process for release time for Teaching Faculty Forum leadership, program coordinators, and Academic Senate leadership.

Section 14 – Secondary Discipline:

Secondary Discipline: The parties agree that the Vice President for Academic Affairs and Dean of the College shall determine whether members shall be extended a secondary competency in any discipline. Members who currently hold secondary competency in any discipline shall not be required to requalify in that discipline.
ARTICLE IX
BOARD OF TRUSTEES - TEACHING FACULTY BARGAINING COUNCIL
COMMUNICATIONS

The Council shall be provided with a current copy of the schedule of all regular meetings of the Board of Trustees. The Council may add to the agenda of regular public meetings of the Board of Trustees items of mutual concern between the College and the Council, provided such items are submitted, in writing, to the College President at least fifteen (15) days in advance of the meeting. Items which concern mandatory subjects of bargaining or which could arguably involve a grievance under this agreement shall not be appropriate items for addition to any meeting agenda.

ARTICLE X
THE WORK SCHEDULE

Section 1 - The Academic Year:

A. The academic year shall consist of two (2) semesters. Teaching faculty members and Department Chairpersons covered by this agreement shall perform teaching functions during both such semesters, as provided for in this Article. All teaching faculty members shall be available for meetings and other administrative or planning duties during each semester and/or on days immediately preceding the first day of classes for each semester. All such days shall be developed with the calendar and will not exceed eight days per academic year, and not more than five days for one semester.

Other than provided above, all teaching faculty members shall not be required to be available for any duties on scheduled holidays, recesses, or intersessions, or other periods of excused absence.

The maximum number of days of instruction to which a teaching faculty member shall be assigned will not exceed seventy-eight (78) per semester. The work period for faculty will be defined by the academic calendar. The calendar shall be developed cooperatively with representatives from the TFBC, the FLCC Professional Association, the FLCC Unit of CSEA and the calendar committee. The calendar will be recommended to the Vice President of Academic Affairs and Dean of the College. The Vice President, prior to recommending the calendar to the President, shall provide a copy thereof to the Chair of the Faculty Forum, the Chair of the Bargaining Council, and the Presidents of the FLCC Professional Association.
and FLCC Unit CSEA. The Vice President and Dean of the College will then recommend the calendar to the President by December 15 and the necessary changes will be made by February 15. The calendar shall contain the proper number of days to effectively orient, register, instruct, evaluate and graduate students and is subject to the regulations prescribed by the State University of New York and the State Education Department.

In addition to teaching duties teaching faculty members shall be available for meetings as called by the administration during the common hour, upon 48 hour notice. Teaching faculty members will be available for departmental meetings as scheduled.

B. The College will make every effort to provide each teaching faculty member with a tentative teaching schedule by May 1 and December 1 for the Fall and Spring semesters respectively.

C. Teaching faculty covered by this agreement will be required to participate in the Commencement Ceremony.

D. In the event that the college administration cancels regularly scheduled classes, teaching faculty covered by this agreement shall attend convocations, assemblies, or other activities as required by the administration.

E. In addition to the work days scheduled herein, teaching faculty beginning employment for the first time at the college will be required to attend an orientation day prior to the start of the Fall semester.

F. Each teaching faculty member shall be assigned advisees and shall advise these students during the Fall and Spring Semesters.

Section 2 - Teaching Load:

A. The normal teaching load per semester for teaching faculty members covered by this agreement shall be as follows:

<table>
<thead>
<tr>
<th>Contact Hours</th>
<th>Course Preparations</th>
<th>Subjects or Areas</th>
</tr>
</thead>
<tbody>
<tr>
<td>17</td>
<td>3 Lecture and Lab Courses or 2 Lab Courses</td>
<td>Biology, Chemistry, Conservation, Nursing, Physical Science, Physics, Technology, Office Technology</td>
</tr>
</tbody>
</table>
In lieu of instructional contact hours, a teaching faculty member may agree with the Vice President of Academic Affairs and Dean of the College to undertake a special project as part of her/his normal teaching load.

B. Provided no course preparations in addition to the normal teaching load are required, a teaching faculty member may be assigned up to 3 additional contact hours in any one semester, provided either (a) her/his contact hours in the other semester of the same academic year are reduced by the same number of contact hours, or (b) in the event that course scheduling makes it impractical to assign a reduced number of contact hours, the teaching faculty member shall be paid overload compensation in the semester where the reduction of hours was not accomplished. This provision shall not be applied to more than 20 percent of the teaching faculty during any one academic semester.

C. If a teaching faculty member agrees to one additional course preparation without any increase in contact hours, the teaching faculty member may be assigned one additional course preparation and he shall be paid one and one-half overload hours.

D. The Council Chairperson shall have a normal workload of 3 hours less, per semester, than the normal teaching load for the subject area.

E. In addition to the above hours, all teaching faculty members and Department Heads will schedule office time for student consultation, that, when added to required contact hours shall total 21, distributed over four (4) weekdays during each week while classes are in session. Each teaching faculty member's schedule of office hours shall be submitted to and approved by the Vice President of Academic Affairs and Dean of the College and shall thereafter be posted.
Section 3 - The School Day:

The school day shall run from 8:00 a.m. to 10:00 p.m., Monday through Friday and from 8:00 a.m. to 1:00 p.m. on Saturday except that members can volunteer to teach between the hours of 7:00 AM and 8:00 AM, to determine if the needs of the College for instruction during these hours can be met on a voluntary basis. No teaching faculty member shall be assigned teaching duties on more than five (5) days in any week. A week shall be defined as the period beginning Sunday at midnight and ending the following Sunday at midnight. However, members of the teaching faculty, as of June 1, 1981, may normally be assigned to one (1) evening course (commencing after 5:00 p.m.) or one (1) Saturday course. Said teaching faculty members may be assigned one (1) additional evening or Saturday course each only if necessary to give said teaching faculty members a normal teaching load pursuant to this Article.

ARTICLE XI
PAST PRACTICES

Teaching faculty benefits that have been established by past practice, specifically wages, hours and conditions of employment, which are not in conflict with this agreement and which are not specifically provided for by this agreement, shall remain in effect until changed by written policy statement from the President of the College. The President shall state her/his reasons for any major policy change, and shall provide written notice to the Council ten days in advance of the effective date of any such policy change.

ARTICLE XII
VACANCIES

Professional Positions:

Written notice of a vacancy in any teaching position within the bargaining unit or any professional academic position outside the bargaining unit shall be sent to the Chairperson of the Council at the time it is announced. Any teaching faculty member who is interested in such a vacancy shall be provided with a description of the position upon written request.
ARTICLE XIII
THE GRIEVANCE PROCEDURE

Section 1 - Policy:

Both parties recognize the importance of an orderly clearly defined procedure to resolve differences which may arise from an alleged violation of the provisions of this agreement or the interpretation or application thereof. This procedure is established so that such grievances may be resolved promptly, on an orderly basis, in an equitable manner, and without coercion, restraint, or reprisal.

Section 2 - Definitions:

2.1 A grievance is any claimed violation, misinterpretation or inequitable application of any of the terms and conditions of this agreement.

2.2 An aggrieved party shall mean any teaching faculty member or group of teaching faculty members who file a grievance.

2.3 The term days shall mean all days during which the College is open for business, whether classes are scheduled or not.

2.4 An informal presentation shall mean an oral statement by the teaching faculty member of her/his grievance.

2.5 A formal presentation shall be a written statement of the grievance signed by the teaching faculty member.

2.6 Cabinet Member shall mean the Vice President of Academic Affairs and Dean of the College.

2.7 The President shall mean the President of Finger Lakes Community College.

Section 3 - General Procedures and Principles:

3.1 An aggrieved party may be represented at all meetings and hearings at all steps and stages in the grievance and arbitration procedure by a representative designated by the Council.

3.2 Each written grievance shall include the name and position of the teaching faculty member affected by the alleged grievance, the article and section of this agreement involved in the grievance, the time and place where the alleged events or conditions constituting the grievance
existed or occurred, the identity of the party allegedly responsible for causing the existence of the events or conditions, if known, and a statement of the nature of the grievance and the redress sought by the aggrieved party.

3.3 Nothing contained in this article shall be construed as limiting the right of a teaching faculty member having a grievance to discuss the matter informally with any appropriate member of the administration, or settling the grievance at any stage of these procedures.

Section 4 - Time Limits:

4.1 Any alleged grievance shall be deemed waived, and shall not be entertained unless presented at the first available stage within fifteen (15) days after the aggrieved party knew or should have known of the act or condition on which the grievance is based.

4.2 If an aggrieved party fails to appeal an unsatisfactory disposition of his grievance to the next step of the procedure within the specified time limit, the grievance will be deemed to be discontinued and further appeal shall be barred.

4.3 Failure at any step of the grievance procedure to communicate a decision to the aggrieved party within the time limit specified shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allotted had the decision been communicated on the final day.

4.4 The time limits provided herein may be extended by mutual agreement in writing.

Section 5 - Grievance and Review:

5.1 Stage 1: Informal

(a) Within fifteen (15) days after the aggrieved party knew or should have known of the act or condition on which the grievance is based, the aggrieved party shall discuss the grievance with her/his Cabinet Member with the objective of resolving the matter informally.

(b) Within three (3) days after such discussion the Cabinet Member shall give her/his answer to the aggrieved party.
5.2 Stage 2: President

(a) If the grievance is not resolved informally, it shall be reduced to writing by the aggrieved party, on the agreed upon form and presented to the President within five (5) days after the Cabinet Member has given her/his answer in 5.1 (b) above.

(b) Within five (5) days thereafter the President shall meet with the aggrieved party, her/his representative and all other parties in interest. Within five (5) days after this meeting, the President will render a written decision to the aggrieved party and her/his representative.

5.3 Stage 3: Board of Trustees

(a) If the aggrieved party is not satisfied with the decision at the conclusion of Stage 2 and wishes to proceed further, the aggrieved party shall, within five (5) days after the conclusion of Stage 2, present the grievance in writing to the Board of Trustees.

(b) Within fifteen (15) days after the receipt of the appeal, the Board or its duly authorized representative, shall meet with the aggrieved party, her/his representative, and all other parties in interest.

(c) The Board shall render a decision in writing to the aggrieved party and her/his representative within five (5) days after the conclusion of the meeting.

5.4 Stage 4: Arbitration

(a) If the grievance is not resolved at Stage 3 and the aggrieved party wishes to pursue the grievance to arbitration, he/she shall so notify the Council. If the Council determines that the alleged grievance is meritorious, then no later than fifteen (15) days after the Board has rendered its decision at Stage 3 above, the Council shall submit a written notice to the Board of its intent to proceed to arbitration.

(b) Simultaneously with the delivery of the written notice to the Board, a copy of that notice shall be mailed to the American Arbitration association or to the Public Employment Relations Board requesting that organization to submit a list of seven (7)
arbitrators. From that list of seven (7) arbitrators the parties shall alternately strike names from the list until only one remains who shall be deemed the arbitrator.

(c) The selected arbitrator will hear the matter promptly and will issue her/his decision no later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date of final statements and proofs are submitted to her/him. The arbitrator's decision will be in writing and will set forth her/his findings of fact, reasoning and conclusions on the issues.

(d) The arbitrator shall have no power or authority to add to, subtract from or modify any provision of this agreement nor to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.

(e) The decision of the arbitrator shall be final and binding upon all parties.

(f) The fees and expenses of the arbitrator will be shared equally by the College and the Council. All other expenses shall be borne by the party incurring them.

(g) No arbitrator shall decide more than one (1) grievance on the same hearing except by mutual agreement in writing between the Council and the Board of Trustees.

ARTICLE XIV
ADDITIONAL FRINGE BENEFITS

Section 1 - Health Insurance:

A. The College shall make available to each teaching faculty member covered by this agreement coverage under one of the following plans, each of which is in effect at the date of execution of this agreement:

1. Blue Million, Single, Sponsor, or Family, under the Non-Monroe County Municipal School District Program, including the three tier prescription plan (5,15,30).
2. Blue Point High Option, Single, Sponsor, Family without Spouse, or Family, including the three tier prescription plan (5,15,30) under the Non-Monroe County Municipal School District Plan.

B. The employers shall provide single dental coverage, without charge, to each member, who shall have the option to purchase family coverage through payroll deduction, in each year of the contract. The parties understand and agree the employers shall in good faith attempt to provide dental benefits comparable to Blue Shield SmileSaver I. Members desiring dental coverage shall commit to three years’ coverage at the time of open enrollment, in the first year of the agreement.

C. New coverage shall become effective on the first premium payment date following the date of employment providing the teaching faculty member has completed the required application forms.

D. If a teaching faculty member is covered by a family or two-person policy in her/his spouse’s name and the spouse has no premium costs, the College is not required to provide a health insurance policy. If there is a cost to the spouse, the member is entitled to a single plan in accordance with all the terms of this Article or to a taxable benefit of 50% of the premium costs (less the amount of the employee contribution) for the least expensive single contract in effect at that time.

E. A teaching faculty member who is on an unpaid leave of absence or has exhausted paid leave but whose employment has not been terminated shall be eligible for the above coverage only if he/she contributes the full cost thereof to the College Finance Office. In addition, any teaching faculty member who is covered by this agreement who retires shall be eligible to continue the above coverage by remitting the full cost of the health plan to the College Finance Office each month.

Section 2 - Health Insurance, Employee Contribution:

A. All employees shall contribute twenty-five percent of the health insurance premiums for Blue Million (Indemnity Plan), including the three tier prescription plan (5,15,30) under the Non-Monroe County Municipal School District Plan.
B. Blue Point High Option (Point of Service Plan) coverage under the Non-Monroe County Municipal School District Program, including the three tier prescription plan (5,15,30), shall be provided by the employers without cost to the employees.

Section 3 - Life Insurance:

The College shall provide term life insurance coverage in an amount equal to an individual's annual base salary to the nearest $500. The coverage shall be provided only to active teaching faculty members or teaching faculty members on a paid leave of absence taken pursuant to this agreement. However, any teaching faculty member who is covered by this agreement who retires shall be eligible to continue the above coverage by remitting the full cost of the life insurance plan to the College Finance Office.

Section 4 - Disability Insurance:

The College shall provide disability insurance coverage for teaching faculty members covered by this agreement under the terms of the existing Teachers Insurance Annuity Association (TIAA) group total disability insurance policy, or its substantial equivalent. This coverage shall be provided only to active teaching faculty members or teaching faculty members on paid leave of absence taken pursuant to this agreement.

Section 5 – Flexible Spending Account

The College shall provide a Section 125, parts a, b, c Flexible Spending Account (FSA) for each member of the bargaining unit. The administrative cost of the FSA shall be borne by the College.

ARTICLE XV
DEPARTMENT AND DIVISION HEADS

Section 1: Department Heads

A. Department Heads will be members of the bargaining unit; they are appointed to administer an area of the college designated as a department. The appointment of a Department Head will be made via the process of the President's nomination of a candidate, department consideration and response, with final decision and appointment made by the President.

B. The term of appointment will be at the discretion of the President to be effective June 15th. Notification of re-appointment of existing Chairpersons will be made no later
than May 1st. A yearly evaluation of Department Heads by Administration and department members will be conducted under the President's direction. A Department Head may be removed for failure to receive satisfactory evaluations.

C. Department Heads will perform their duties during the academic year and an additional thirty (30) days as follows:

(1) five days immediately preceding each semester
(2) five days immediately following the spring semester
(3) fifteen days during intersession and/or summer session, no more than five during intersession. Appropriate days of work will include January and summer departmental registration days, additional days will be arranged with the Vice President of Academic Affairs and Dean of the College prior to June 1st.

D. The responsibilities of a Department Head are those which are specified in Board of Trustees Resolution No. 54-1985.

E. Department Heads will be compensated for the performance of the duties of Paragraph D during the academic year by a reduction of teaching assignment to no more than six (6) hours per academic year. Compensation for the additional thirty (30) days will be $6250 per contract year.

ARTICLE XVI
MANAGEMENT RIGHTS

Section 1:

The Board of Supervisors and the Board of Trustees, separately and collectively, hereby retain the sole right to manage the College, its business and services, including but not limited to the right to decide the number and location of businesses, services, and teaching operations, the business, service and teaching operations to be conducted and rendered, including the methods used therein, the rights to control the buildings, real estates, materials, parts, tools, aides, machinery and all equipment which may be used in the operation of its business or in supplying services, the right to determine whether and to what extent the work required in operating the business and supplying the services shall be performed by employees covered by this agreement; the right to maintain order and efficiency in all its departments and operations, including the sole
right to discipline, suspend, and discharge employees; to hire, layoff, assign, transfer, promote and determine the qualifications of employees; to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided in this agreement, or provided by law.

Section 2:

The exercise of these rights, powers, authority, duties and responsibilities and the adoption of such rules, regulations and policies as they deem necessary in the management, direction and administration of all operations and activities of the College shall be limited only by the specific and express terms of this agreement.

Section 3:

The above rights of the Board of Supervisors and the Board of Trustees are not all inclusive, but indicate the types of matters or rights which belong to and are inherent to the Board of Supervisors and the Board of Trustees. Any and all rights, powers and authorities held prior to entering this agreement are retained by the Board of Supervisors and the Board of Trustees, except as expressly and specifically abridged, delegated, granted or modified by this agreement.

ARTICLE XVII
PROFESSIONAL IMPROVEMENT

An employee desiring to attend a conference, workshop, institute, seminar or professional meeting shall submit a request to his Department Head explaining the nature, time, place and anticipated expense of the scheduled event. Such requests shall be forwarded from the Department Head with her/his recommendations to the Vice President of Academic Affairs and Dean of the College whose approval or disapproval shall be final and not subject to any grievance or arbitration provision.

Teaching faculty members shall suffer no reduction in salary when attending conferences, workshops, institutes, seminars, and professional meetings. The College agrees to pay the reasonable expenses of the teaching faculty members who have approval to attend such activities, which expenses are expected to conform closely to the anticipated expense set forth in the written request. The College may provide a college car; however, if a private car is used, reimbursement shall be made at the current rate.
ARTICLE XVIII
SICK LEAVE

Section 1:
Teaching Faculty members shall be allowed up to ten (10), sick
days per academic year accumulative to a maximum of one hundred and
eighty (180) days. Two sick days per year may be used for personal
days to conduct personal business. Personal days are not cumulative
from year to year.

Section 2:
This leave will be credited and accumulated at the rate of one
(1) day per calendar month beginning September 1 of each calendar
year. Newly hired teaching faculty members shall be credited their
first year’s sick leave days at the beginning of the academic year.
These leave days are earned, however, on a monthly basis; i.e., one
(1) day per month. If a teaching faculty member terminates her/his
employment before the end of the academic year, he/she shall
reimburse the College for leave days that were utilized but
unearned.

Section 3:
Sickness for purposes of this Article shall mean that the
teaching faculty member is sick and unable to work on a regularly
scheduled workday for which he/she requests payment for sick leave,
either as result of illness or injury. Sickness shall not include a
voluntarily incurred disability, but may include illness related to
pregnancy. Sick leave may also be used for illness of family and
household members, provided that the college may verify leave use as
provided in Section 4 below.

Section 4:
When the Administration believes that sick leave days are being
utilized for unauthorized purposes, it may require a teaching
faculty member, as a condition of payment, to submit a statement
from her/his physician certifying the nature of the illness. When
continuous sick leave exceeds five (5) school days, the teaching
faculty member may be required to submit a physician's statement
indicating the probable period of disability so the College can make
arrangements for providing substitutes. Where continuous sick leave
exceeds thirty (30) calendar days, the teaching faculty member may
be required to submit to physical examinations at reasonable times
by a physician selected and paid by the Employer.
Section 5:
Any teaching faculty member who has been absent from work due to sickness in excess of her/his available sick leave, including sick leave bank award, shall immediately apply for a Leave of Absence without pay under Article II of this agreement.

Section 6:
Any amount of time taken as sick leave shall be charged as one full day of sick leave.

Section 7:
There shall be no pay or other benefits in lieu of unused sick leave, except:

A. A teaching faculty member who leaves the service of the employer after ten years' service or more shall be paid sixty percent of the amount of her/his final day's salary as of August 31, 1992 times the number of days of unused sick leave, as of August 31, 1992, to be paid with the final payroll for that member. Final day's salary shall be determined by dividing final base salary as of August 31, 1992 by 180. The sick days accumulated as of August 31, 1992, will be frozen, and each member will be viewed as starting over with regard to sections one and two of this article. A teaching faculty member may, however, use such frozen days as sick days, in accordance with this article. Any days used from the frozen number of August 31, 1992, shall cause an equivalent reduction in the final calculation of total days and may not be replaced with future days earned.

B. Commencing September 1, 2007, members with 5 years or more of service shall be compensated upon separation at a rate of [2% of base salaries of all unit members as of September 1, 2006 plus 2% of base salaries of all unit members as of September 1, 2007 times 70% divided by number of unfrozen sick days accumulated by unit members as of September 1, 2007] for each accrued sick day as of September 1, 2007. Any days used thereafter from the September 1, 2007 accumulation by any member shall not be compensated under this section. This provision shall be effective for the duration of this agreement and shall not extend beyond August 31, 2008.

Section 8:
Teaching faculty members who anticipate illness or disability, such as elective surgery, pregnancy, etc., shall notify the Vice President of Academic Affairs and Dean of the College as soon as possible.
Section 9 - Sick Leave Bank:

A sick leave bank will be established for the members of Council.

Membership in the sick leave bank will be voluntary. Those electing to participate in the sick leave bank will contribute one day from her/his sick leave accumulation. Council members shall have the opportunity to elect to participate in the sick leave bank no later than October 1 of each year or within 30 days of employment if hired after the beginning of the school year. Only such members will be eligible to use days from the bank.

The sick leave bank may only be used for disabilities or illnesses that are not job related. Medical reports by the member's physician may be required as a condition for use of the bank. Other than new enrollees, no new days will be added to the bank until it has been depleted to 40 days or less. When the bank has been so depleted, all members of the sick leave bank will be automatically assessed one day which will be added to the bank. This process will be repeated at any future time the bank is again depleted to 40 days.

A person withdrawing from the bank will not be able to withdraw her/his contributed day (or days). Eligibility for award from the sick leave bank requires the employee to be legitimately ill for a minimum of 5 consecutive workdays, and to have completely exhausted all of her/his own accrued sick leave time, exclusive of frozen sick days. Awards will be granted up to a maximum of 60 days. Extension of the 60-day maximum is possible up to a maximum of 120 total days, subject to the approval of the sick-day-bank committee. A teaching faculty member who has used 120 days from the bank must be back to work for 8 work weeks before a further application will be considered.

The sick leave bank will be administered by a 3-person sick-day bank committee consisting of the Human Resources Officer, the Vice Chairperson and the Secretary of the Council. The Human Resources Officer shall serve as convener of the committee at appropriate times, as required, to deal with applications for awards of the sick leave bank days. The Human Resources Officer shall also serve as secretary for the committee, and shall be the individual to give written notice of award of sick leave time to both the applicant and to the College Finance Office. The Office of the Human Resources Officer shall be the location to which applications for award are made. All applications for withdrawal from the sick leave bank must be in writing, and will be effective only when filed with the Human Resources Officer.

Human Resources Officer shall prepare, and direct to the attention of the President of the College and to the Chairperson of
the Council, a confidential summary report on sick-day-bank awards and status, on or before October 15 and April 15 of each year.

In the event that the sick-day-bank committee requires any medical records in support of an application, the Human Resources Officer is designated as the custodian of such information. The medical information shall be held as confidential, shall be available only to committee members and the President of the College and to the Chairperson of the Council. All such information shall be returned to the applicant as soon as an award has been completed.

The decision of the sick-day-bank committee shall be final, and no award or denial of an award under this Article shall be subject to the grievance or arbitration procedure.

ARTICLE XIX
RETRENCHMENT

Section 1:

Retrenchment is defined as the termination of the appointment of a unit member with the exception of those on probationary or temporary appointment as a result of lack of funding, a reduction in student enrollment, or curtailment of programs and/or services.

Section 2:

If the President reasonably anticipates that retrenchment may be necessary, he/she shall immediately advise the Chairperson of the Council who, in turn, shall be afforded the opportunity to meet with the President of the College for the purposes of presenting alternatives to retrenchment and/or to discuss the need for retrenchment. It is understood that the administration will make every effort to eliminate the use of overloads, temporary and adjunct faculty in a given discipline, department or division before retrenchment is considered in any of the above areas.

Section 3:

If the President of the College, after meeting with the Chairperson of the Council, decides to pursue retrenchment, he shall indicate within five (5) days in writing the criteria that will be used to identify the retrenched individual. All relevant performance factors being equal, seniority within a discipline shall govern in the event of retrenchment. Unit members whose positions are to be retrenched during the following year shall be notified by the President in writing not later than December 15. Where circumstances were not foreseen or conditions which are beyond the control of the employer indicate the necessity for retrenchment,
failure to comply with the December notification provision will not prevent the initiation of retrenchment procedures.

Section 4:

A retrenched unit member shall have hiring preference for any full-time or part-time vacancy, for which the member is qualified, that exists at the time of retrenchment or for any subsequent vacancy during the term of this agreement.

If the retrenched unit member's position is reinstated during the term of this agreement, the retrenched unit member will be given the first opportunity to be rehired. A unit member reinstated to his original retrenched position shall be compensated at the salary rate he received when the retrenchment occurred plus any general increases in staff salaries that were granted in the interim. The period of her/his retrenchment will be deducted from his seniority, which will be calculated from her/his original date of hire for the period of employment.

The employer will provide the retrenched unit member assistance in obtaining a professional position with another educational institution.

Section 5:

If retrenchment occurs, and the retrenched unit member desires retraining, the unit member may choose either A or B below:

A. The employer will consider the retrenched unit member for the following benefits:

(1) Use of college development funds for education and/or retraining;

(2) Sabbatical leave, provided that the retrenched unit member and the employer have agreed upon a program of retraining which will reasonably result in the individual's being rehired by the employer; or

(3) The retrenched unit member may be considered for the benefits of Article 8, Section 10, tuition waiver, during the term of this agreement.

B. In the event the retrenched unit member does not receive benefits under A, or elects not to seek such benefits, the employer agrees to reimburse the retrenched unit member up to $300.00, upon presentation of a receipt within six months of retrenchment, for any payment which said member
may make to the RIT Counseling Center for career counseling and job development analysis.

At the end of the retraining period, the unit member who makes use of this option shall be given preference for appointment to a position in a new area for which the member is qualified.

Section 6: DEFINITIONS

Primary Discipline: Primary discipline shall be interpreted to include the courses which a faculty member has successfully taught on a regular basis as a part of his or her regular workload.

Secondary Discipline: Secondary discipline shall be interpreted to include any courses which a faculty member has successfully taught outside of his/her primary discipline and/or could be expected to teach on the basis of educational background. The parties agree that the Vice President for Academic Affairs and Dean of the College shall determine whether members shall be extended a secondary competency in any discipline. Members who currently hold secondary competency in any discipline shall not be required to requalify in that discipline.

Department: Refers to a work unit under the supervision of a single department chair within the academic sector of the college.

Division: Refers to a work unit that includes one or more departments within the academic sector of the college.

Performance Factors: Refers to documented indicators of job performance which have been shared with the faculty member. This includes periodic performance evaluations, student evaluations of teaching, and materials in the individual’s official personnel file.

Seniority: For purposes of “bumping” in a time of retrenchment, seniority will be based upon the total length of time a full-time faculty member has held an academic rank at this college.

Section 7:

When a lack of funding, a reduction in student enrollment, or a curtailment of programs or services threatens the employment of a full-time faculty member with a continuing appointment, the administration in consultation with the Chair of the Faculty Bargaining Council will first determine the faculty member’s primary and secondary disciplines as defined above. The administration, in consultation with the Council Chair will then determine if there are a sufficient number of courses taught as overloads, and/or by adjunct or part-time faculty in the full-time faculty member’s primary and/or secondary disciplines to provide the faculty member
with a full-time teaching load. If the faculty member meets the requirements stipulated above and in the Bargaining Agreement, the administration will reduce overloads, adjunct faculty and part-time faculty to provide a full-time load for the member with continuing appointment.

If the above eliminations do not provide a full-time teaching load, then probationary employees within the primary discipline will be furloughed before the faculty member with continuing appointment is retrenched.

Bumping order within the primary discipline will be based on seniority and performance factors.

The College recognizes that faculty assigned to teach in a secondary discipline may request additional education or the College may require such additional education. In either situation the College recognizes that it has an obligation to provide financial support. This support is provided when the above occurs due to retrenchment conditions.

ARTICLE XX
PROBATIONARY AND CONTINUING APPOINTMENTS

Section 1 - Probationary Appointment:

Employees covered by this agreement shall serve a five (5) year probationary period. It is understood and agreed between the Council and the College that probationary employees may be terminated in the sole discretion of the College and without recourse to this agreement or any administrative or court review. The probationary period may be extended by the mutual written consent of the Council and the College.

Section 2 - Continuing Appointment:

At the end of the probationary period provided for in Section 1 above, employees may be given a continuing appointment by the Board of Trustees upon the recommendation of the President. Continuing appointment is granted for a period of seven (7) years.

Section 3 - Procedure for the Granting or Denial of Continuing Appointment:

During an employee's first probationary year he/she will be notified no later than six months following his/her effective day of employment as to whether he/she will be re-employed for the following probationary year.
During an employee's second through fifth probationary years and during the last year of a continuing appointment term, the employee shall be notified no later than four months after the anniversary date of her/his appointment as to whether renewal of the probationary appointment or continuing appointment shall be granted.

If the Board of Trustees resolved not to grant an initial term of continuing appointment or the renewal of continuing appointment status, the employee affected shall be entitled to request a hearing before the Board of Trustees for the purpose of reviewing such action, provided that the request for review is submitted to the President in writing within ten days following notification of the Board's action. In any review of continuing appointment status, the Board of Trustees shall base its decision on the performance evaluations and other materials contained in the employee's personnel file.

Section 4 - Required Actions of the Board of Trustees:

It is agreed that a formal resolution by the Finger Lakes Community College Board of Trustees will precede the following personnel actions:

1. Non-voluntary termination of a faculty member within the term of a continuing appointment.
2. Non-reappointment of a faculty member at the end of any continuing appointment term.
3. Non-voluntary termination of a faculty member within the term of a one-year probationary appointment.
4. Not granting the first continuing appointment to a faculty member following completion of his/her fifth or subsequent probationary year.

This section does not affect non-reappointments of faculty members during the first four probationary years.

Section 5 - Right to Arbitration:

In cases of non-reappointment at the end of any continuing appointment term or for dismissal during such a term, an employee may seek arbitration by following the provisions of Section 5.4 of Article XIII (Grievance Procedure) within fifteen (15) days of the Board's decision after the hearing held under Section 3 of this Article.

In any such arbitration, the power and authority of the arbitrator shall be limited to reviewing whether the decision of the Board was arbitrary and capricious and without any support in the materials considered by the Board. The arbitrator shall have no power to review the academic judgment of the Board. If the
arbitrator does not sustain the Board's decision under this standard, her/his remedy shall be limited to awarding the employee a one-year appointment, at the end of which the Board will again review the employee's personnel file and decide whether or not to grant a seven year term of continuing appointment. In the case where such continuing appointment is again denied, the process reverts to that described from the beginning of this section.

ARTICLE XXI

SALARIES

Section 1:

Faculty members shall be compensated according to their academic rank as listed below:

MINIMUM SALARY

ACADEMIC RANKS

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<th>Professor</th>
<th>Instructor</th>
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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 promotions 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 all promotions in the indicated years:
C. Members holding instructor rank upon achieving a first continuing appointment shall be promoted automatically at that time.

D. Any members holding instructor rank with a continuing appointment on September 1, 2006, or who achieves continuing appointment by September 1, 2006, shall be promoted as of that date.

E. The costs of all promotions specified in sections C and D are included in the amounts specified in section B above. Any remaining funds shall be available for promotions in accordance with sections A and B above.

F. Funds not used in one academic year shall be carried over to the succeeding year for promotional purposes.

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.

Section 4:

A. Minimum salaries for academic ranks as specified in Article XXI, Section 1, of the agreement shall be increased in each year of this agreement, as follows.

B. For the 2005-2006 academic year, returning teaching faculty members will receive salary increases as follows: each 2004-2005 base salary shall be multiplied by 3% and said amount shall be added to the 2004-2005 base salary.

C. For the 2006-2007 academic year, returning teaching faculty members will receive salary increases as follows: each 2005-2006 base salary shall be multiplied by 4.0% and said amount shall be added to the 2005-2006 base salary.

D. For the 2007-2008 academic year, returning teaching faculty members will receive salary increases as follows: each 2006-2007 base salary shall be multiplied by 4.0% and said amount shall be added to the 2006-2007 base salary.

E. In the event CPI-W, annualized and unadjusted, for the twelve months prior to March, 2007, equals or exceeds
2.5%, the parties will meet and confer in good faith on wages for the 2007-2008 academic year.

F. Rank Adjustments: In addition to the annual percentage increases provided above, returning teaching faculty members will receive $150 in each year of the agreement to be added to base salary.

Section 5:

New faculty members are eligible for annual salary increases if the effective date of employment is on or before May 31 of the calendar year for which the salary increase is to be applied.

Section 6:

Salary payments for all ten-month employees shall be made by check or direct deposit in twenty-six (26) or twenty-seven (27) equal biweekly installments, depending on the number of regular pay periods in the applicable year, unless before August 1 a faculty member requests, in writing, on forms provided by the College, that his salary be paid in twenty-one (21) equal biweekly installments. The first installment shall be made on the first payroll date after the beginning of the College's fiscal year. All members hired after September 1, 2002, shall be paid through direct deposit.

ARTICLE XXII
COST OF SERVICE FEE

Effective September 1, 1992, and to provide for the fair and equal distribution of the financial burden of negotiating for the members of the bargaining unit and administering the agreement so negotiated, the Council shall be entitled to have deducted from the wage or salary of the employees in the bargaining unit who are not members of the Council, an amount equal to the dues of the Council. Such deduction shall be made, as for other Council members, on payroll deduction upon presentation to the College of the non-member's name. The deduction of any fee does not constitute Council membership.

The Council will develop and maintain a rebate procedure, in accordance with state and federal law, for portions of the fee objected to as being used to aid activities or causes only incidentally related to terms and conditions of employment.
ARTICLE XXIII
DURATION AND CHANGES

Section 1:

The provisions of this agreement shall be effective on and after September 1, 2005, except as otherwise provided herein or by a written amendment made and annexed hereto, and no provision shall have any retroactive effect unless specifically provided for in writing. This agreement shall continue in full force and effect until midnight August 31, 2008.

Either party to the agreement may request negotiations for a successor agreement by giving written notice of such desire no later than 90 days or earlier than 150 days prior to August 1, 2008, or the agreement shall continue in full force and effect until such written notice is given between 90 and 150 days prior to August 1, of any subsequent year.

Section 2:

This agreement shall constitute the full and complete commitment between the parties, and no verbal statement or other agreement, except as an amendment to this agreement shall supersede or vary the provisions herein. On its effective day, this agreement shall supersede the agreement between the parties for the period September 1, 2005 through August 31, 2008, but shall not be applied retroactively, except as specifically provided herein.

Section 3:

It is agreed that both parties had the full opportunity to negotiate with regard to those items which are subject of mandatory collective bargaining under law. Negotiations will not be reopened on any term or condition of employment except as otherwise provided herein.
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THE AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Dated:_________________     __________________________________
Robert Belmont
Chairperson of the Board of Trustees
Finger Lakes Community College

Dated:_________________     __________________________________
Carmen Orlando
Chairperson of Board of Supervisors
Ontario County

Dated:_________________     __________________________________
Michael P. Prockton, Chair
Negotiating Committee
Teaching Faculty Bargaining Council
Finger Lakes Community College
APPENDIX A
DETAILED ANALYSIS OF SABBATICAL

1. BASIC PURPOSE:
   a. Specific Goals to be Achieved.

2. FORMATIVE EVALUATION:
   a. Tasks Undertaken
   b. Tasks Completed
   c. Results or Conclusions

3. SUMMARY EVALUATION:
   a. Findings
   b. Goals Actually Obtained: How Changed from Original

4. HOW HAS THIS FIT INTO YOUR EDUCATIONAL PLANNING AND PROGRESS, BOTH FOR THE PRESENT AND FUTURE?

5. HOW HAS THIS AFFECTED YOUR PROFESSIONAL DEVELOPMENT BOTH FROM A PERSONAL STANDPOINT AND FROM THE STANDPOINT OF SERVICE TO FINGER LAKES COMMUNITY COLLEGE?