AGREEMENT
(FACULTY)

BETWEEN

ONONDAGA COMMUNITY COLLEGE

AND

THE ONONDAGA COMMUNITY COLLEGE
FEDERATION OF TEACHERS AND ADMINISTRATORS
AFT, LOCAL 1845

SEPTEMBER 1, 2014 — AUGUST 31, 2019
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AGREEMENT

Made as of the 1st day of September, 2014, between THE COUNTY OF ONONDAGA and THE TRUSTEES OF ONONDAGA COMMUNITY COLLEGE (hereinafter collectively referred to as the “College”), and THE ONONDAGA COMMUNITY COLLEGE FEDERATION OF TEACHERS AND ADMINISTRATORS, AFT, LOCAL 1845 (hereinafter referred to as the “Federation”).

ARTICLE I
Legislative Action

Section 204(a) of the Civil Service Law of the State of New York, commonly referred to as the Taylor Law, requires the following paragraph to be included within any labor agreement executed between a public employer and its public employees:

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PROMOTE ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE II
Agreement Scope

2.1 This agreement constitutes the entire agreement between the College and the Federation. During its life neither party will be obligated to collectively negotiate with respect to any subject or matter referred to or covered in it or with respect to any subject or matter not specifically covered in it.

2.2 This agreement may be amended or supplemented only by further written agreement by the parties. A party desiring amendment or supplement will notify the other party in writing stating the substance of the amendment or supplement desired, but the other party shall not be obliged to discuss or agree to such proposed amendment or supplement.

2.3 Neither party will discriminate against any employee in a manner contrary to law with regard to the application of the terms and conditions of this agreement.

2.4 Conformity to Law. This agreement and its component provisions are subordinate to any present or future Federal or New York laws and regulations. If any Federal or New York law or regulation, or the final decision of any Federal or New York court or administrative agency affects any provision of the agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation or decision, but otherwise this agreement will not be affected.

ARTICLE III
College Management

The Federation agrees that the Onondaga County Legislature, the Community College Board of Trustees and the Administration of the College have complete authority over the policies and administration of the College, which are exercised under the provisions of law in fulfilling responsibilities under this agreement, including the establishment of work rules and regulations, the determination of the number, type and qualifications of personnel; to determine methods, means and personnel by which such operations of the College are to be conducted or purchased; to take whatever actions may be necessary to carry out the mission, policies or purpose
of the College; not inconsistent with the terms of this agreement. Any matter involving the management of governmental operations vested by law in the County government as sponsoring agency or in the College and not covered by this agreement is in the province of the County or the College as the case may be.

The Onondaga County Legislature, the Onondaga Community College Board of Trustees and the Administration of the College on its own behalf hereby retain and reserve all rights, power, authority, duty and responsibility conferred by the laws and Constitution of the State of New York and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility and the adoption of such rules, regulations and policies as are deemed necessary will, as they apply to employees represented by the Federation, be limited only by the specific and express terms of this agreement.

ARTICLE IV
Federation Status

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

Excluded from the unit are people on the payroll of employers other than Onondaga Community College whose job duties require work performed at the College or at the College’s off-site work locales, those teaching non-credit courses for the Division of Community Education, and medical consultants required by accrediting agencies.

4.2 No Strike Pledge. The Federation affirms that it does not assert the right to strike nor to assist nor to participate in any strike, nor to impose an obligation to conduct, assist, or participate in any strike.

4.3 Federation Membership. Membership in the Federation shall not be a condition of employment; nor will the College discriminate in hiring or change in rank opportunities or otherwise because of an employee's membership or lawful activities in the Federation or his/her refusal to join such organization or participation in any such activities.

4.4 Payroll Deduction. The College, upon thirty days' notice and upon receipt of a written and signed direction from each employee, will deduct from the wages due such employee in any month the regular dues fixed by the Federation and remit such amounts to the Federation on a regular monthly basis.

At such time as the Onondaga Community College Federation of Teachers and Administrators, AFT, Local 1845 shall enjoy membership of full-time bargaining unit employees equal to 75% thereof and for such period of time as the Federation shall maintain such membership percentage level, the OCCFTA as the exclusive representative of the bargaining unit as set forth herein shall be entitled to have deductions made on a regular basis from the pay of each employee of the bargaining unit who is not a member of the Federation the amount equivalent to the membership dues levied by the Federation and remitted monthly to the Federation in accordance with Section 208.3(b) of the New York State Civil Service Law. The Federation affirms that it has adopted such procedures for refund of agency fee deduction as required by Section 208.3(b) of the New York State Civil Service Law. Verification of membership percentage shall be as of September 15th of each year. In determining the number required to be achieved by the Federation,.75 will be multiplied by the total number of full-time bargaining unit employees on payroll.
Indemnification. The Federation shall indemnify, defend and save the College harmless against any and all claims, demands, suits or other forms of liability that may arise by reason of action taken or not taken by the College for the purposes of complying with Section 4.4. The Federation shall promptly refund to the employee any funds received in accordance with this agreement which are in excess of the amount of dues or other deductions which the College has agreed to deduct.

Bulletin Board. The Federation shall be provided adequate bulletin board space at the College for the posting of notices and other materials relating to Federation activities.

Administration-Federation Relations. The President of the College, or authorized designee, shall engage in consultation with the President of the Federation, or authorized designee, at the request of either person, as their interests may require.

 Provision of Certain Information. The College, upon reasonable and timely request by an authorized representative of the Federation, shall provide available public information and other information required by law for the purpose of assisting in the administration of grievances arising under this agreement.

Use of Facilities. Subject to College rules and regulations of general applicability, and not to conflict with normal College operations, the authorized representatives of the Federation shall have the opportunity to use College meeting facilities, typewriters, computers and duplicating equipment. The Federation shall pay the College for all costs incidental to such use. Whenever there is a breakdown of such equipment clearly attributable to its abuse by Union Representatives, the Federation shall reimburse the College for necessary repairs.

Benefit Trust Deduction. The College shall check-off and remit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the Office of Human Resources for anyone within the bargaining unit. Such signed authorization may be discontinued upon written notice by the employee to the College. The Federation shall provide to the College a list of all participants in this benefit along with a billing for the individual deductions. The College shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the Trust and the Federation with a list of all employees from whose salaries such deductions have been made.

The Federation shall indemnify, defend and save the College harmless against any and all claims, demands, suits or other forms of liability that may arise by reason of action taken or not taken by the College for the purpose of complying with this section. The Federation shall promptly refund to the employer any funds received in accordance with this agreement which are in excess of the amount the College has agreed to deduct.

Vote-COPE. A program providing for VOTE-COPE check-off and remission of payments to NYSUT will be continued. Under the program, the Federation will provide to the College the appropriate authorization form from each participant; the VOTE-COPE check-off shall be deducted from each participating bargaining unit member’s biweekly paycheck (20 paychecks annually); and an annual time frame for participants to authorize or to cancel the check-off will be established.

The Federation shall indemnify, defend and save the College harmless against any and all claims, demands, suits or other forms of liability that may arise by reason of action taken or not taken by the College for the purpose of complying with this section. The Federation shall promptly refund to the employer any funds received in accordance with the agreement which are in excess of the amount the College has agreed to deduct.
ARTICLE V
Academic Freedom

5.1 The concept of academic freedom shall be fostered at Onondaga Community College in accordance with the following statement adopted at the May 12, 1960 meeting of the State University of New York Board of Trustees: “It is the policy of the University to maintain and encourage full freedom, within the law, of inquiry, teaching and research. In the exercise of this freedom, the faculty member may, without limitation, discuss his own subject in the classroom; he may not, however, claim as his right the privilege of discussing in his classroom controversial matter which has no relation to his subject. In his role as citizen and faculty member, he has the same freedom as other citizens. He should be mindful, however, that in his extra-mural utterance he has an obligation to indicate that he is not an institutional spokesman.”

ARTICLE VI
Working Conditions

6.1 Teaching Loads and Schedules. Establishment of teaching loads and schedules rests with the President and/or designee after consultation with the Department Chairperson and the individual faculty member.

Consultation means rational discourse between parties before an act, i.e. communication about the reasons that argue in favor of and against the act.

The procedure for such consultation between the President and/or designee and Department Chairperson is as follows:

a. A Chairperson submits a schedule of classes for a semester to the President and/or designee;

b. If the President and/or designee has a concern about any part of the submitted schedule then the President and/or designee will inform the Chairperson of the detail of that concern, and the Chairperson will inform any affected faculty of that concern;

c. The President and/or designee and Chairperson communicate about the concern; either the President and/or designee or the Chairperson may request that this communication take place at a meeting, which affected faculty may attend;

d. A second meeting will be required only if the person requesting same has new information relevant to the matter; and,

e. The President and/or designee makes a decision.

6.2 Class Size. Establishment of class size rests with the President and/or designee after consultation with the appropriate Department Chairperson.

6.3 Teaching Load. The normal full-time teaching load of a faculty member per academic year will be thirty (30) net contact hours, not to exceed eighteen (18) per semester, and six (6) preparations, not to exceed three (3) per semester. A net contact hour is equal to: [a] one (1) hour of lecture; or [b] one and one-quarter (1 1/4) hours of laboratory, clinical laboratory, or clinical observation or [c] one and one-half (1 1/2) studio hours (music), or [d] one (1) hour physical education activity, or [e] one (1) hour of clinic.

A clinic is an environment where students participate in patient care by applying therapeutic techniques under the direct supervision of an instructor. A clinical laboratory is a non-patient care environment where students apply theory by practicing techniques. A clinical observation is an environment where students observe the applications of therapeutic-diagnostic techniques to patient care performed by another health care professional not employed for that purpose by the College.
6.4 **12 Hour Option.** Incumbent full-time faculty members as of the spring semester of 1974 may opt to teach twelve (12) contact hours provided proper notice is given to the Department Chairperson, and President and/or designee. Other faculty members may request of the President a reduced teaching load to 12 hours in any one semester. Such request will include the reason for the reduced load. It is within the discretion of the President to approve or deny such requests. The faculty member will provide the Federation with a copy of his/her request; the College will provide the Federation with a copy of the President’s response to the request. A department’s total offering will not be reduced because of the election to teach only twelve (12) net contact hours. The reduction of compensation for this 12-hour load will be 10 percent.

With the permission of the President, faculty members may teach a reduced load other than twelve (12) contact hours with a proportionate reduction in compensation.

6.5 **Reduction in Salary Due to Load.** No full-time faculty member shall suffer a reduction in salary if scheduled for fewer than thirty (30) net contact hours when the scheduling is beyond the control of the faculty member.

6.6 **Semester System.** The two semester system shall continue for the duration of this agreement.

6.7 **Underload.** In the case of an underload, a full-time teaching faculty member may make up load hours through the assignment of additional non-instructional work during the Academic year to be pro-rated, in hours, equal to the amount of time for preparation and instruction in the amount of the underload, or the underload may be covered in an appropriate manner agreed upon by the President and/or designee, and faculty member.

6.8 **Workweek.** There shall be a maximum workweek of five (5) days Monday through Friday for full-time and part-time faculty. There shall be a maximum workweek of six (6) days Monday through Saturday for adjunct faculty.

6.9 **Workday.** Every effort shall be made to schedule each full-time and part-time faculty member's teaching load within an eight (8) hour period on any one day between the hours of 6:30 a.m. and 11:00 p.m.

6.10 **Master Schedule.** The Department Chairpersons shall prepare and submit the tentative list of course offerings to the College. The College shall determine the master schedule of classes after consultation with Department Chairpersons.

6.11 **Duties Outside Academic Calendar.** Members of the full-time and part-time faculty employed on an academic year contract shall not be responsible for any duties outside of the academic calendar year without remuneration or compensatory time off.

6.12 **Academic Calendar.** The academic calendar shall be determined by the College after consultation with the Federation and shall contain 170 (171 for new faculty) days inclusive of instruction, examination, advisement, commencement, orientation, registration, and recruitment. Those members of the faculty whose contracts are based on the academic year shall be on duty at the College no sooner than one (1) week (5 work days) prior to the start of the fall semester classes and no later than one (1) week (5 work days) subsequent to the end of spring semester final examinations.

The primary purpose of on hand days is for faculty to prepare for and complete their instructional and other professional duties. With written notice of five (5) working days, full time and part time faculty members will be expected to perform scheduled professional duties on campus during the on hand days except by prior arrangement with the Chief Academic Officer or designee. Such arrangements will not be unreasonably denied.
If faculty are not scheduled to perform professional duties on campus during the on hand days, then faculty shall make themselves available upon reasonable notice.

The Department Chairperson or faculty designee will provide departmental coverage from 8:30 a.m. through 4:30 p.m. during the on hand days.

6.13 **Faculty Office Hours.** Full time faculty shall schedule and post five (5) office hours over no fewer than 3 days per week. Faculty members who are teaching on-line have the option of offering one regularly scheduled on-line office hour per week and may schedule the remaining four office hours over no fewer than 3 days per week. Part time faculty shall schedule office hours on a pro-rata basis. No such hours shall be posted during time designated as College Hours. Faculty shall schedule other hours as are necessary by appointment and shall be available to students electronically.

6.14 **Faculty Outside Employment.** Employment at the College shall be considered the basic employment of all full-time faculty members, and each faculty member shall limit such other outside activities so as not to impair his/her educational effectiveness. At the beginning of each fall and spring semester, full-time faculty members involved in outside employment must provide prior written notice thereof to the President or his designee on the Faculty Outside Employment Form provided by the College. See Appendix 1 for a copy of the form to be used.

6.15 **Cancellation of Classes.**

a. **Full-time & Part-time Faculty.** In the event that a faculty member is unable to meet a class, he/she shall notify the Department Chairperson and utilize the College’s official class cancellation procedure of said cancellation as soon as possible after 7:00 a.m. for day classes, 3:00 p.m. for evening classes, or, if said classes are to be covered by another instructor, the name of that individual.

b. **Adjunct Faculty.**

1) **Notification of Absence.** If an adjunct faculty member has to miss class and the absence is anticipated, the instructor must notify and discuss a plan to cover the material to be missed with his/her academic Department Chairperson as far in advance as possible. If the faculty member fails to notify the Department Chairperson and misses the class, he/she will not be paid for the missed class.

If an adjunct faculty member has to cancel a class due to an unforeseen emergency, he/she shall notify the Department Chairperson and utilize the College’s official class cancellation procedure of said cancellation as soon as possible after 7:00 a.m. for day classes, 3:00 p.m. for evening classes, or, if said classes are to be covered by another instructor, the name of that individual.

2) **Alternatives.** An adjunct faculty member may make up a missed class by the use of one or a combination of the following means without a reduction in pay, subject to Department Chairperson approval:

(a) Cover the material on a day and time agreeable to the entire class.
(b) Add a sufficient number of minutes to the remaining classes for the semester, as long as the entire class is agreeable.
(c) Ask another faculty member or qualified College employee to cover the missed class.*
(d) Ask the Department Chairperson to find a qualified faculty member or qualified College employee to substitute for the class.*
(e) Assign comparable work, such as a written assignment or library research.
(f) Post course material and assignments for missed classes in the College’s Learning Management System, and make alternative arrangements for students who do not have access to technology to access the information.

(g) Use other appropriate means to cover the missed coursework, as agreed upon in consultation with the Department Chairperson.

* A qualified faculty member or College employee is deemed to be someone who is on the Department adjunct roster for the course or is a full-time faculty member who is otherwise academically trained to cover the course material. The Department Chairperson must be made aware of the qualified faculty member or College employee to be utilized.

3) Failure to Notify of Absence. If an adjunct faculty member fails to inform the Department Chairperson regarding anticipated or emergency absence, and/or fails to inform the Department Chairperson of arrangements to cover material for a missed class, then the Department Chairperson will assign a substitute to cover the class. In such instances, the adjunct faculty members will not be paid.

4) Multiple Absence(s). It is understood that the alternatives listed above are a temporary remedy for course instruction. If an adjunct faculty member misses a class on two (or more) occasions within the same semester, the Department Chairperson will meet with the adjunct faculty member to discuss the absences.

6.16 Department Chairpersons.

a. Must be full-time member of the academic faculty.

b. Shall be appointed for a term of three (3) years, subject to the provisions hereof.

c. Shall retain full faculty status.

d. Shall be employed on the basis of the academic year and, if requested to and do become employed beyond the academic year, shall be compensated on a per diem basis at the rate of 1/200th of base salary.

e. Shall have a reduction of teaching load of three contact hours per semester during the academic year; additional reduction of load may be authorized by the President and/or his designee; where circumstances so warrant said approval shall not be withheld unreasonably.

f. Six weeks prior to the expiration of the term of the current Department Chairperson, the full-time members of the department shall select one nominee to be presented to the President of the College. The President shall accept or reject the nomination within ten days. Should the President reject the nominee, he/she shall provide the department with his/her reasons for rejection in writing upon request. The full-time members of the department shall then select a new nominee to be presented to the President within ten days. The President shall again accept or reject the nomination within ten days. Should the President again reject the nominee, he/she will provide the department with reasons in writing upon request and then appoint a chairperson from the full-time members of the department. The reasons supplied by the President as herein shall not constitute the basis of a grievance hereunder.

g. By mutual agreement between the majority of the full-time faculty within the department and the President, the term of a Department Chairperson may be foreshortened at any time.
6.17 **Reorganization.**

In the event of department reorganization:

a. The College shall notify the Federation not less than six (6) months prior to the effective date of reorganization.

b. The term of the Department Chairpersons of the departments reorganized shall be foreshortened and terminated effective the date of reorganization.

c. Affected faculty members shall retain and carry into a new department the seniority established in their respective departments prior to reorganization.

In the event of program discontinuance, the following procedure applies:

a. The Program Mix Administrative Review will be undertaken each year during the fall semester. This initial phase should identify programs that will undergo further study.

b. Those programs needing further study will be identified by the administration by the end of the fall semester. The President of the OCCFTA and the Chair of the Faculty will be notified of those programs needing further study. The Program Mix Administrative Review will provide for an impartial and thorough administrative review of identified programs, completed in cooperation with the program faculty, which takes into account a wide range of criteria that contribute to making a program a productive part of the program mix at OCC. The study will be completed by the end of the Spring semester.

c. A recommendation for no further action, program revision, or consideration for program discontinuance will be sent to the President with all supporting data. The President will review the material, and if the President also recommends program discontinuance, the proposal to discontinue the program will be presented to the Board of Trustees for their information and preliminary discussion. The Board of Trustees will determine whether or not to move forward with the program discontinuance procedure. The rights of students already in the program shall be protected.

d. If the Board of Trustees determines the College should continue the process toward potential program discontinuance, the following contractual obligations must be observed.

1) If the proposal does not call for retrenchment, the proposal shall be presented to both the Chair of the Faculty and the President of the OCCFTA.

2) If the proposal calls for retrenchment, it shall be presented to the Chair of the Faculty and to the President of the OCCFTA on or before September 1, eleven months in advance of a program that will be discontinued in the Fall and fifteen months in advance of a program that will be discontinued in the Spring.

3) If the proposal calls for retrenchment, the College will give those faculty members thus affected preliminary written notice thereof on or before September 1, and final notice by Registered or Certified Mail as soon as possible, but no later than March 15, with a copy of such notice to the Federation.

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. The ad-hoc committee will present its recommendation to the Faculty in November.
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. The Federation’s recommendation will be conveyed to the President in November.

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.

6.18 Full-Time Counselors and Librarians.

a. Shall continue such duties of the type as heretofore performed.

b. Shall be entitled to academic rank and full faculty status.

c. Shall work a thirty-five (35) hour week.

d. Shall be employed on the basis of the academic year and if requested to and do become employed on a monthly (20 working days) basis beyond the academic year (not to exceed 2 months) at an additional compensation of one-tenth (1/10th) of base salary per month.

e. Shall be assigned student advisees. The assignment of advisees will be made so as to most equitably and equally distribute assignment over bargaining unit members.

f. Shall, if qualified in an academic discipline, be permitted to apply to the Department Chairperson to teach a maximum of one (1) overload course per semester and unless employed in accordance with section (d) hereof, without limitation in the summer session for additional compensation at the overload rate.

6.19 Full-Time Instructor's Assistant.

a. Shall work a thirty-five (35) hour week.

b. Shall be employed on the basis of the academic year and if requested to and do become employed beyond the academic year shall be compensated on a per diem basis at the rate of one two-hundredth (1/200th) of base salary.

c. The rank of Instructor's Assistant shall be a non-instructional rank and the individual will not be assigned full responsibility for classroom and/or laboratory instruction.

d. Instructor's Assistants who have had four or more consecutive years of appointment shall be terminated only for just cause.
Instructor's Assistants are to be evaluated annually during the first four (4) years of their employment. The evaluation process shall consist of the following:

1) No more than two (2) pre-observation conferences, two (2) observations, and two (2) post-observation conferences each semester. The participants in this part of the process shall be the Instructor's Assistant and his/her Department Chairperson or tenured faculty designee.

2) The Department Chairperson shall recommend to the President or designee reappointment or non-reappointment by April 1 of each year of the Instructor's Assistant's first four (4) years of employment.

3) The President or designee decides based upon steps 1 and 2 whether or not to reappoint for the succeeding year with notice to the Instructor's Assistant and Department Chairperson by April 15.

To initiate the process described in 6.19.e.1-3 above, each Instructor's Assistant and his/her Department Chairperson or designee shall meet with the Chief Academic Officer or designee to develop a job description, which shall list the typical work activities and performance standards of each Instructor's Assistant's position. The College shall notify the OCCFTA of the job description approved by the Chief Academic Officer or designee.

The Department Chairperson's recommendation in 6.19.e.2 above shall include 1) a narrative in which the Department Chairperson shall state the performance of each activity listed in the job description in the affirmative or negative supported by job related evidence of the statement of an affirmative or negative review and 2) performance evidence submitted by an administrative source, such as the Children's Learning Center for Instructor's Assistants of the Human Services department.

Job descriptions for Instructor's Assistants may be modified by the College with notice to the OCCFTA, Department Chairperson and Instructor's Assistants by April 15.

6.20 Facilities.

a. Office space will be provided to full-time faculty and whenever possible there should be no more than two (2) faculty members to an office.

b. Parking spaces shall be set aside and reserved for faculty closest to the respective classroom buildings. In the event that the subject parking area(s) are utilized for other College purposes, alternate faculty parking spaces shall be negotiated by the College and Federation.

6.21 Grant Recipients. Full-time and part-time faculty members receiving grants administered by the College shall continue as members of the bargaining unit and maintain all contractual benefits to the extent funded by the grant. Adjunct faculty members receiving grants administered by the College shall continue as members of the bargaining unit and continue to accrue seniority; other terms and conditions shall be those specified by the grant, and the adjunct faculty member shall be considered a grant-funded appointment. Post-probationary status can be achieved only through instruction.

Grant Funded Positions. Persons newly employed by the College under the terms of a grant are considered grant-funded appointments. A grant-funded appointment is an appointment to a position for the grant period. The College shall simultaneously inform the OCCFTA of any person(s) newly employed under the terms of a grant, of the terms of the grant, and of any subsequent changes thereto within 50 working days thereof. The parties shall determine through negotiations or through the rules of procedure of the Public Employment Relations Board whether the position is a bargaining unit position.
The conditions of employment are those specified by the grant, and provisions of the collective bargaining agreement do not apply, except for subcontracting, for a period not to exceed three (3) years.

Continued service in a reappointment to a grant-funded position is discretionary with the College for a period of three (3) years during which time the College shall evaluate the performance of the grant-funded appointee. During this discretionary period the College shall not terminate an appointee solely for the purpose of avoiding the accumulation of three (3) continuous years of service. Upon the successful completion of three (3) continuous years of such service by the same appointee, the College shall consider the following appointment to be an initial full-time appointment. The College shall not deny fourth year reappointment to such an appointee, if the grant-funded position remains available, except for cause.

Where a grant-funded position continues after the expiration of a grant as a college-funded position, or after three (3) consecutive years, subsequent appointments thereto shall be considered to be initial full-time appointments and all provisions of the collective bargaining agreement shall be applicable. The College shall not be obligated to continue grant-funded programs and appointments when outside funding is discontinued.

6.22 **Adjunct Faculty.**

a. Adjunct faculty members shall be assigned a maximum load totaling not more than 11.9 contact hours per semester or summer session, are responsible for instruction, examinations, maintenance of student records, and availability to students. The College may require, without providing extra compensation, adjunct faculty to participate in a two-hour orientation program as determined by the College and the Federation.

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

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

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

6.24 **Change of Status.** At the time of course assignment, all adjunct faculty members, part-time faculty members, leave replacements, and temporary appointments, shall be given a letter of appointment stating the conditions of their appointment prior to the commencement of each semester. Any change in status must be requested in writing by the chairperson of the academic department involved to the President or designee with a copy to the employee. The President or designee shall have one (1) month to decide and convey the decision to approve or disapprove the request. When the President or designee approves the assignment of an adjunct faculty member to a part-time faculty assignment as defined by Article 6.23, the terms and conditions of part-time faculty apply to that person so assigned. When the President or designee approves the assignment of an adjunct or part-time faculty member as either a leave replacement or a temporary appointment, as the latter appointments are defined by Article 13.2, or to a full-time faculty assignment, the terms and conditions of employment appropriate to that status shall apply to that person so assigned.
6.25 Submission of Records and Materials. Each faculty member shall timely submit to the appropriate office grades, attendance, and other records and materials as required by the College.

6.26 Online Learning.

a. Mission. The parties to this Agreement are committed and resolved to making courses and programs accessible to those who cannot or choose not to access them through traditional forms of classroom instruction. The parties will embrace methods, modalities and technology that will enhance accessibility to the College’s curriculum in order to:

1) reach a wider student audience;
2) meet the needs of businesses and individuals in the region served by the College;
3) meet the needs of students with logistical or physical restrictions to more easily access learning resources and academic programs that were formerly inaccessible to them; and
4) diversify instructional methodology with the hope of improving instructional quality.

b. Definition. The term online learning refers to instruction of any course offered and taught for credit or equivalent credit, excluding independent study and experiential credit, via electronic media in which the instructor is physically separated from his/her students in time and/or space. It shall include but not be limited to interactive video transmission, online courses, telecourses and/or any combination of these multimedia delivery systems.

c. List Of Courses. Each semester the College will provide the Federation with a list of online learning courses currently being taught.

d. Course Development.

1) Course development is recognized as either (1) creating a new course; or (2) converting or adapting an existing course to an online learning format. New courses shall follow existing college course offerings, development and approval processes.

2) The trained staff of the Office of Instructional Design and Delivery will be responsible for providing support to faculty developing and offering courses through whatever online formats the college supports. Specifically these individuals will provide support to include:

- support for online learning faculty as they conceptualize, create, and manage their courses.
- workshops, coaching, and course reviews as defined in 6.26.d.3 on topics such as:
  - online pedagogy (course design supports the course outcomes and objectives, appropriate instructional strategies and tools are selected),
  - developing active learners,
  - building learners’ understanding of academic integrity,
  - generating and maintaining ongoing teaching presence,
  - deliberately building in social presence,
  - enhancing clarity in faculty expectations of students, and
  - suggestions for increasing learner achievement, participation, and satisfaction.
3) Course reviews of newly developed/developing online learning courses will be conducted by trained staff in the Office of Instructional Design and Delivery upon timely notification to the faculty member. Any faculty member teaching an online learning course may also request a course review. The faculty member has the right to be present during the course review; however, such request cannot unduly delay the review. The purpose of the review is to ensure high quality standards for all online learning courses. The review will not include course content and manner of organization, nor the subject of communication between faculty and their students. The course review will not be used toward evaluation of a faculty member for reappointment, tenure or promotion.

4) Changes to an online learning course will only be made:
   (i) by the faculty member, or
   (ii) by the Office of Instructional Design and Delivery with the consent and agreement of both the faculty member and the Office of Instructional Design and Delivery.

e. **Current Online Course Assignments.** Those instructors who had originator rights prior to this contract will continue to have the right of first refusal to teach all sections of the online course he/she developed the first four times it is offered on the schedule (fall and spring semesters) within a three-year period, subject to Article 6.3 and Article 15.4. During this period, in the event the originating instructor opts not to teach certain sections of such course, or in the event the originating instructor’s desire to teach certain sections of such course would place the instructor’s teaching load above the maximum described in Article 6.3 or Article 15.4, the remaining sections of such course may be made available to full-time and part-time faculty and then assigned to adjuncts as per Article 15.1 of the contract. After the originating instructor has offered the course four times, assignment of this and any other newly developed sections of this course will be done in accordance with the online course seniority list within a department, per Article 6.26.m. If the instructor is prepared to teach the course but the course is cancelled due to low enrollment, the applicable three-year time period will be extended.

f. **Newly Developed Online Course Assignments.** For newly developed online courses offered for the first time under this contract, the originating instructor has the first right of refusal to teach all sections of the online course he/she has developed the first four times it is offered on the schedule (fall and spring semesters), subject to Article 6.3 and Article 15.4. This applies only to courses never before offered online, not additional sections of courses previously offered online. During this period, in the event the originating instructor opts not to teach certain sections of such course, or in the event the originating instructor’s desire to teach certain sections of such course would place the instructor’s teaching load above the maximum described in Article 6.3 or Article 15.4, the remaining sections of such course may be made available to full-time and part-time faculty and then assigned to adjuncts as per Article 15.1 of the contract. After the originating instructor has offered the course four times, assignment of this and any other newly developed sections of this course will be done in accordance with the online course seniority list within a department, per Article 6.26.m. If the instructor is prepared to teach the course but the course is cancelled due to low enrollment, the applicable three-year time period will be extended.

g. Available course sections for online courses will be assigned to current originating instructors and current full-time faculty members first as per Article 15.1 of the contract provided that the faculty member has completed the required training as specified in Article 6.26.h.

Any additional sections of online courses will be assigned to adjuncts in accordance with the online course seniority list within a department, per Article 6.26.m.
A full-time faculty member lower on the seniority list or not currently on the seniority list shall be assigned an online section over a more senior adjunct only when the full-time faculty member needs to meet the contractual full-time load specified in Article 15.1 provided that the faculty member has completed the required training as specified in Article 6.26.h and there are no other sections available for which the full-time faculty member is qualified to teach.

h. **Training.** The College shall provide access to training for faculty and staff involved in online learning activities. Faculty and staff will be trained in the technology, special skills and methods necessary for instruction in the online learning environment. The College shall pay for all reasonable and appropriate costs associated with such training including, but not limited to, fees, travel and per diem outside the academic work year.

i. **Off-Campus Travel.** A faculty member who is required to visit off-campus sites will be reimbursed for expenses as per 7.6.a of the contract.

j. **Evaluation.** Evaluation of faculty members teaching online learning courses shall follow the evaluation procedures set forth in the contract for regular classroom courses.

k. **Class Size.**

1) Class size maximums in effect for existing courses shall apply to such courses that are converted to an online learning format.

2) Class size maximums for new courses in an online learning format shall be established in accordance with Article 6.2 of this Agreement.

l. **Technical Support.** Technical support shall be available for online learning purposes.

m. **Online Course Seniority Lists.** Assignment of ongoing online courses beyond the three-year period provided to course originators will be done in accordance with seniority. The online course seniority list is a record of each course and the number of semesters each instructor has taught it online. The online course seniority list shall be updated annually prior to assignments being made for the fall semester. Each summer session and/or winter session will be credited as a semester, but no more than two semesters may be credited towards placement on the list in the twelve-month period from September 1 to August 31 each year. Bargaining unit members may protest placement on the online course seniority list in accordance with Article 15.3 of the collective bargaining agreement.

n. **Ownership And Compensation.**

1) Faculty responsible for the development and origination of an online learning course shall retain ownership of the materials and videos, and copyrights thereto, created for use in the online learning course. Such materials shall be shared for a maximum of one semester in the event that the originating instructor opts not to, or cannot, teach any or all sections of the course.

2) Nothing in this contract shall require the College to pay any additional compensation for the development, origination and use, per (1) above, of an online learning course.
Use Of Externally Developed Online Learning Courses.

1)  
   (a) Nothing in this Article and Section or in any other Article or Section of this Agreement shall preclude the College from sponsoring an online learning course not currently taught at the College which was developed by someone at another institution or business who is not a member of the College’s faculty, or from providing a reception site for such a course.

   (b) Before exercising this right, the College will give the appropriate Academic Department of the College a “right of first refusal,” meaning that the College will notify the appropriate Academic Department (notification will also be given to the Federation) of its decision to use an externally developed online learning course unless the Academic Department opts to develop and present a comparable course. Unless the Academic Department initiates its proposal and begins the academic review process, including consideration of a Selected Topic offering, within 30 days of the College’s notification, the right of first refusal will be forfeited.

2)  
   With respect to courses that are currently being taught at the College, the College will not sponsor an online learning course developed by someone at another institution or business who is not a member of the College’s faculty, or provide a reception site for such course, without discussions with and consent of the Federation.

Conversion Of Currently Taught Courses to an Online Learning Format.

With respect to courses currently being taught at the College, the College retains the right to offer such a course or a section of a program in online learning format and modality through a faculty member employed by the College. The College will not hire a new faculty member to teach the course via online learning unless the academic department is unwilling or unable to offer the course in an online learning format through presently employed faculty.

Early Start. Online courses shall be opened for student access one (1) week before a course is to begin. A faculty member may request their online course open two (2) days earlier, without compensation, but it is the responsibility of the faculty member to notify students of the earlier opening date.

6.27 Wintersession. Wintersession is the schedule of classes held between the fall and spring semesters. Classes are held weekdays during a period between New Year’s Day and Martin Luther King, Jr. holiday. Classes canceled shall be made up in the manner specified after the College consults with the affected faculty member.

Department Chairpersons shall prepare and submit to the College a tentative list of Wintersession courses no later than September 15th from courses that have been voluntarily submitted. The College shall determine the Wintersession schedule after consultation with the Department Chairpersons no later than November 1st.

Wintersession assignments are voluntary for all faculty, full-time, part-time, and adjunct, and paid at the adjunct rate or overload rate in accordance with Schedule A.3 of the parties’ current collective bargaining agreement notwithstanding Article 6.12 of said agreement. Full-time faculty may apply Wintersession contact hours toward fifteen (15) net contact hours of a normal full-time teaching load for the Spring Semester of the academic year in which the course is taught.
The maximum Wintersession teaching load for all faculty shall be one (1) assignment as defined by Article 15.4, except that one (1) or two (2) credit courses need not be the same course. To illustrate, teaching a section of HEA-206 and a section of PEH-100 is within one (1) assignment. The President or designee may waive this restriction.

Each Wintersession will be credited as a semester on adjunct assignment rosters, but no more than two (2) semesters may be credited towards placement on the assignment roster in the twelve-month period from September 1 to August 31 of each year (Article 15.2).

During this time, this agreement may only be amended by the parties’ mutual agreement in writing.

ARTICLE VII
Personnel Policies for Full-Time Faculty

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

7.2 *Sabbatical Leave.*

a. A tenured faculty member may be eligible for sabbatical leave after completion of six (6) consecutive years of faculty service from date of original appointment or from date of return from previous sabbatical leave. Consecutive years of service shall include sick leaves. Leaves without pay shall not be included, but shall not be considered an interruption of otherwise consecutive service.

b. Sabbatical leaves may be granted for study, formal education, research, writing, travel, and/or other experience of professional value, in each instance relating to the applicant's discipline or for the purpose of increasing the recipient's value to the College.

c. Sabbatical leaves may be granted for one (1) year at one-half salary or one-half year at full salary.

d. Applications for sabbatical leave must be made in writing (using the application form set forth in Appendix 2) and delivered to the Office of the President of the College with a copy to the Chairperson of the Sabbatical Leave Committee by October 15th of the sixth or subsequent year for leaves intended to commence the following academic year. The application shall clearly indicate the purpose of the leave and, if for study, the name of the institution at which the study is intended, the identity of the study, the courses to be pursued, their relationship to the applicant's discipline and its immediate or ultimate value to the College. Applications for other of the purposes outlined above shall state in detail their specific educational objective in direct relationship to the applicant's field of endeavor and shall demonstrate the benefit which such leave will bring to the individual and College. The Committee may consider granting priority status to applicants who have received retrenchment notice.

1) Faculty on approved sabbatical leave are ineligible for overload teaching assignments at OCC.
2) Faculty who plan to incorporate outside employment while on sabbatical leave, including teaching at institutions other than OCC, and except as provided in 3 below, must include such employment within their sabbatical leave applications. Such employment must be an integral part of the sabbatical and be consistent with the goals of the sabbatical.

If, while on sabbatical leave, a faculty member wishes to undertake new outside employment which was not indicated in the sabbatical application he/she must submit an amended application to the Sabbatical Leave Committee which shall make a recommendation to the President.

Failure to comply with this provision will constitute a violation of the conditions under which leave was granted and may result in the rescission of such leave.

3) Faculty who have notified the College of outside employment pursuant to Article 6.14 of the collective bargaining agreement may continue with such employment during a sabbatical as long as such notice remains on file and in effect.

e. A Sabbatical Leave Committee composed of eight (8) tenured faculty members elected by the faculty shall review all applications, evaluate and place in priority order those that it determines most meritorious and which will most benefit the applicant and College and shall submit its recommendations to the President of the College by February 1st. A representative designated by the President will meet with the Committee during its deliberations to inform the Committee members of the costs associated with the leave relative to replacement costs for the sabbatical. Committee recommendations shall be subject to the approval of the President who may select therefrom such recipient(s) as in the President's judgment are consistent with the purposes of this Article and are economically justified; such number, however, shall not exceed 5% of the full-time faculty. The selection of the President shall be announced on or prior to March 15th.

f. If due to unforeseen circumstances a sabbatical leave proposal changes significantly, it is expected that the faculty member will simultaneously notify the President of the College and the President of the Federation or their designees to work out an alternative strategy.

g. The period of sabbatical leave shall be credited as continuous service for all purposes. Sabbatical leave recipients remain employees of the College and salary shall be subject to normal deductions for social security, income taxes, etc. All fringe benefits such as retirement and health insurance shall continue during the term of such leave.

h. A faculty member returning from sabbatical leave shall have maintained his/her seniority in the department from which he/she left to go on leave.

i. Upon return from sabbatical leave, the recipient will submit to the President, within six (6) months, with copy to the Sabbatical Leave Committee and copy to the individual's personnel file, a report inclusive of appropriate descriptive and supporting data relative to such leave. The application form (See Appendix 2) should form the basis of, but does not supplant, the requirement for a final report.

j. If a sabbatical leave recipient fails to return and complete one (1) full year of service at the College following such leave, or fails to timely submit the sabbatical leave report provided for in subparagraph (h) herein, he/she must repay to the College the full amount received or credited to his/her benefit while on sabbatical leave.
7.3 *Retirement.* Present coverage by the New York State Teachers Retirement System, the New York State Employees Retirement System, and the Teachers Insurance and Annuity Association of America and its affiliate the College Retirement Equities Fund, which are presently in full force and effect, shall be continued.

7.4 *Health/Dental Benefits.*

The Federation and the College agreed to a new health benefit plan known as the OCC PPO Plan administered by MVP, herein after referred to as “The Plan,” which became effective January 1, 2008. The plan document has now been agreed upon by the parties and is incorporated by reference herein. The parties have agreed to the Benefit Plan Summary, Summary Plan Description, and all applicable riders for accuracy and completeness. If a conflict exists the Summary Plan Description will control.

a. The College agrees to provide both individual and family (inclusive of eligible spouse, domestic partner, and children) health benefit coverage under The Plan to all full-time and part-time faculty who submit the requisite enrollment materials.

b. Faculty enrolled in this program shall contribute 20% to the premium cost for individual or family coverage. Faculty contributions shall increase as follows:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1, 2015</td>
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<tr>
<td>January 1, 2016</td>
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<td>21.0%</td>
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<tr>
<td>January 1, 2018</td>
<td>21.5%</td>
</tr>
<tr>
<td>January 1, 2019</td>
<td>22.0%</td>
</tr>
</tbody>
</table>

c. Benefits as specified in The Plan shall not be diminished during the life of the contract.

d. The Plan will include the following language with respect to the coverage of anesthesiologist charges:

   “Out of network: covered in full without regard to UCR except that when an individual makes a choice and elects an out of network provider, coverage is limited to UCR.”

e. The following deductibles shall apply: $100 per year for individual coverage and $300 per year for family coverage for out of network benefits only.

f. Information obtained by the administrators of The Plan shall be used as per the guidelines outlined within the Health Insurance Portability and Accountability Act (HIPAA) and cannot be used for any other purpose.

g. Employees, spouses, domestic partners, and children shall be eligible to enroll in The Plan within the first 31 days of 1) employment, 2) a change in family status, 3) termination of other outside coverage, 4) and all other circumstances specified in the Summary Plan Description. If an eligible employee fails to enroll (him/herself and/or eligible spouse, domestic partner, children) when he/she first becomes eligible, he/she may enroll during the next Open Enrollment period, or the first of the month following a 90-day waiting period, provided that all required enrollment materials are submitted.

h. The College reserves the right to self insure, alter benefits plans or change benefits carriers, provided that any changed plan shall be substantially the same or provide improved coverage and benefits.
For faculty members retiring on or after September 1, 2017, the College agrees to continue health and prescription drug benefit coverage to a Faculty member who meets the requirements of 12 years of College service and at least age 58 and who qualifies for a retirement benefit through either the NYS Employee Retirement System, NYS Teachers Retirement System, or the SUNY Optional Retirement Program (TIAA-CREF).

For faculty members retiring prior to September 1, 2017, the College agrees to continue health and prescription drug benefit coverage to Faculty members hired on or prior to May 3, 2011 who retire at or over age 55 by meeting the requirements of 5 years of College service and at least age 55 and qualified for a retirement benefit through either the NYS Employees Retirement System, NYS Teachers Retirement System, or the SUNY Optional Retirement Program (TIAA-CREF).

For faculty members retiring prior to September 1, 2017, the College agrees to continue health and prescription drug benefit coverage to Faculty members hired after May 3, 2011 who retire at or over age 55 by meeting the requirements of 10 years of College service and at least age 55 and qualified for a retirement benefit through either the NYS Employees Retirement System, NYS Teachers Retirement System, or the SUNY Optional Retirement Program (TIAA-CREF).

The retired faculty member may be required to make contributions at no greater than the rate required of active bargaining unit members. Upon reaching the age of Medicare eligibility, Medicare will become the primary benefit; however, there shall be no diminution of benefit to the retiree.

The College shall provide the Summary Plan Description to Faculty enrolled in The Plan and shall make the Summary Plan Description available to all other eligible Faculty.

The College will provide dental benefits coverage under the Onondaga County Municipal Benefits Agreement (Type M Basic plus 100% prosthetic) to all full-time and part-time faculty who submit the requisite enrollment materials. Employees enrolled in this program shall contribute 10% to the premium cost for individual or family coverage, including spouse, domestic partner and children. Faculty member contributions shall increase as follows:

<table>
<thead>
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<td>January 1, 2018</td>
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</tr>
<tr>
<td>January 1, 2019</td>
<td>13%</td>
</tr>
</tbody>
</table>

To the extent, and so long as, permitted by the Onondaga County Employees Benefits Association, retirees (inclusive of spouses, domestic partners and children to the extent permitted by the terms of the Onondaga County Municipal Benefits Association) may participate at 100% cost in dental benefits (Type M Basic plus 100% prosthetic) under the Onondaga County Municipal Benefits Agreement.

The College will provide a Prescription Drug benefit to all full-time and part-time faculty who submit the requisite enrollment materials. Faculty enrolled in this program shall contribute copayments as follows:

Retail (30 Day Supply):
- Generic – $10 copay
- Brand Name (Formulary) – $30 copay
- Any Non-Formulary – $60 copay

Mail Order Pharmacy (90 Day Supply):
- Generic – $15 copay
- Brand Name (Formulary) – $45 copay
- Any Non-Formulary – $90 copay
1) Co-payment modifications will be incorporated into appropriate plan documents such as Benefit Plan Summary, Summary Plan Description, and any other applicable riders or documents.

2) Employees shall pay the lesser of the retail price or the respective copay amount.

n. The parties will convene a joint labor management committee to periodically review the college’s health plans and benefits, usage and options for the purpose of considering and proposing to the College and the OCCFTA’s health insurance alternatives in an effort to optimize coverage and minimize cost.

o. See also Appendix 4 for Side Letter of Agreement.

7.5 Educational Benefits.

a. Tuition waivers shall be requested for any employee taking any courses at State University of New York member colleges consistent with the State University of New York policy.

b. Faculty members, their spouse and children shall be allowed to take courses at the College for credit or audit, without tuition cost, on a space available basis.

7.6 Professional Benefits.

a. The College shall reimburse expenditures for travel and necessary expenses, consistent with County policy, made by faculty members whose attendance at professional meetings and conferences has been approved in advance by the President or his/her designee.

b. The College shall provide faculty the opportunity to use College vehicles for travel approved by the President within the State of New York.

7.7 Leaves With Pay.

a. Sick Leave.

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

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

2) Unused sick leave credit shall accumulate to, but not exceed 165 days, which equates to 1,155 hours.

3) The Department Chairperson shall be responsible for forwarding on a monthly basis a written report to the President or designee and the faculty member regarding each employee's attendance, his/her sick leave use and accumulation.

4) Each full-time/part-time bargaining unit member shall be entitled to four (4) emergency leave days per academic year to be charged against the faculty member's sick leave accrual. Such leave shall only be approved for situations beyond the control of the faculty member, such as car accidents, emergency child care, or bereavement, or other urgent, personal business which cannot be deferred. Emergency leave may not be used for
routinely scheduled appointments of any sort. Faculty members shall be expected to notify the College in the same manner as class cancellation. All emergency leave must be approved by the first supervisory level outside the bargaining unit. Emergency leave is not accrued. Emergency leave days that exceed four (4) per year need the approval of the Chief Academic Officer or designee which shall not be withheld unreasonably.

5) Observance of religious holidays shall be charged against the sick leave accrual, but shall not be considered emergency leave. Notification of observance of religious holidays must be given to the first supervisory level outside the bargaining unit, and faculty shall be expected to notify the College in the same manner as class cancellation.

6) A physician's statement verifying the employee's incapacity or inability to perform the job duties may be required upon the request of the Chief Academic Officer or designee in case of:

(a) absence of five (5) consecutive instructional or non-instructional days or more;

(b) unverified absence in excess of five (5) instructional or non-instructional days (or the equivalent in hours) in a semester except for employees who have accumulated one hundred and sixty-five (165) days of sick leave, which equates to 1,155 hours; provided that the College believes that the person's past work performance indicates a pattern of abuse of sick leave. In such a case, the College shall pay any uncovered medical expenses or provide the required exams through the college.

Upon return from sick leave of thirty (30) days or more, the employee may be requested to submit to the Chief Academic Officer or designee a physician's statement attesting to the employee's recovery and physical fitness to perform the duties of his or her assignment. In such a case, the College shall pay any uncovered medical expenses or provide the required exams through the college.

7) Whenever possible, such as for scheduled hospital or office visits, notification of sick leave is to be made in written form and submitted to the Chief Academic Officer or designee in advance of the date leave is to be taken.

8) For all faculty (including Librarians, Counselors, and Instructor Assistants) absence attributable to illness shall be charged against sick leave as follows: each net contact hour and each office hour shall be one (1) hour of sick leave. Absence for a full week shall be charged to accumulated sick leave as 35 hours.

b. Extended Sick Leave. Employees with five or more years of satisfactory service may in the case of verified serious and protracted illness receive additional sick leave with full pay after all other credits have been exhausted. Such additional sick leave may be granted at the discretion of the President and shall be up to one calendar month for those having five years and up to ten years employment; two calendar months for the ten to fifteen year employee and the maximum of three calendar months for the fifteen or more year employee. Employees may be given consideration for extended sick leave with full pay only once during their tenure. If granted by the President, the employee's entitlement shall be determined by his/her years of service at the time of application and unused days, if any, shall remain available to the employee for further discretionary utilization. Calculation of remaining extended sick leave credits will be based upon the number of calendar days in the month(s) originally requested.

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

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

7.8 **Targeted Retirement Incentive Program.**

a. **Eligibility.** All full-time members of the bargaining unit who have at least ten (10) years of continuous, full-time service with the College, are at least 55 years of age at the time of retirement, and were on the payroll or on approved paid or unpaid leave as of 5/21/96 and who remained in continuous employment at the College from that date until date of retirement and are eligible to retire under the terms and conditions of one of the retirement plans set forth in Section 7.3 of the collective bargaining agreement shall be eligible to apply for the Targeted Retirement Incentive Program. Eligibility shall be precluded by the acceptance of any other early retirement incentive offered by Onondaga County or the College.

b. **Application.** Eligible members shall make written applications to the President of the College via registered mail, return receipt requested, on or before September 30 for targeted retirement at the end of the Spring Semester.

c. **Approval.** Applications for the Targeted Retirement Incentive Program shall be approved by the President up to a maximum of twenty (20) full-time members per year. Application approval shall be based on the order of receipt of application except where the College has academic reasons for delaying an individual's retirement for one (1) year. The College will provide the individual and the Federation the reasons for delaying an individual's retirement. Once an application has been approved, it may not be withdrawn. The maximum number of retirements may be increased upon mutual agreement between the College and the Federation.

d. **End of Eligibility for Targeted Retirement Incentive Program.**

1) Effective 9/1/97, full-time faculty must retire no later than one (1) year after attaining the minimum age for retirement for unreduced benefits with minimum years of service pursuant to the provisions of the New York State Retirement System in effect for Tiers II, III, and IV as of the date of this agreement in order to receive an incentive.

2) Notwithstanding d. 1) above, full-time faculty may continue working after meeting the criteria specified in d. 1) above for retirement. The incentive will be reduced 25% per year for each year the faculty member continues working.

3) Full-time faculty who do not retire pursuant to d. 1) or d. 2) above do not receive an incentive.

e. **Payment.** Payment of the incentive, which is 50% of an individual's 1995-96 base annual salary, shall be in a lump sum payment made within thirty (30) days after retirement, or two (2) equal lump sums, the first within thirty (30) days after retirement and the second within thirty (30) days of the beginning of the following calendar year.
Faculty may elect to deploy part of the incentive in the College's supplemental retirement annuity program, subject to both Internal Revenue Service rules and regulations and procedures of TIAA-CREF, which is the administrator of the College's supplemental retirement annuity program.

f. **Limitation of Review.** The grievance and arbitration procedure of the collective bargaining agreement shall not be applicable to this subsection except with respect to order of receipt of applications and amount of payment.

g. Individuals with ten (10) or more years of continuous full-time service at Onondaga Community College who are retrenched may receive the payment and disbursement specified in d. and e., respectively, above.

h. Excluded from the Targeted Retirement Incentive program are part-time faculty; adjunct faculty; temporary faculty appointments; full-time faculty who commence employment after 5/21/96; i.e. new hires; full-time faculty who resign, retire, or are terminated between 5/22/96 and 8/31/97; full-time faculty who resign or are terminated between 9/1/97 and their eligibility period to retire.

### 7.9 Alternate Assignment.

a. Full-time faculty may accept alternate non-instructional assignments, as offered by the College President for a maximum of three years with the following conditions of employment.

b. Faculty on alternate assignment will retain full-time faculty status with all the contractual benefits of bargaining unit members for a maximum period of 12 months. The salary shall be calculated according to a formula to be mutually agreed upon, the maximum of which shall not exceed the faculty salary plus non-instructional overload compensation (Schedule A 2. c. 2) for the period of the assignment.

c. The employment of the faculty during the twelve-month period on alternate assignment shall be considered as continuous faculty service.

d. Faculty on alternate assignment who continue to serve in such capacity for an additional 24-month period shall be deemed to be on a leave of absence from faculty status and shall not be credited with continuous service, but shall be eligible to return to faculty status without loss of seniority. Terms and conditions of employment during this 24-month period are to be mutually agreed upon between the College President and faculty on alternate assignment.

e. Any faculty on alternate assignment who continue to serve in such capacity for a period in excess of 36 months shall be considered to have waived faculty status and shall not be included among the members of the bargaining unit.

f. The parties may extend, by mutual agreement, the duration of either the alternate assignment with retention of all contractual benefits of a bargaining unit member or the period of leave of absence from faculty status.

### 7.10 Medical Leave Bank

Full-time and part-time faculty may voluntarily donate one (1) emergency day from their sick day accruals per academic year during designated open periods. There shall be two open periods for donation to the Medical Leave Bank from November 1 to December 1 and April 15 to May 15. Unused time will remain in the Medical Leave Bank.
Only those full-time and part-time faculty faced with a medical leave in the first seven (7) years of employment who have exhausted all of their sick leave are eligible to apply for additional medical leave from the bank. The request to use the medical leave bank needs the approval of the College President or designee which shall not be withheld unreasonably. A medical leave is any medical necessity which requires the faculty member’s absence for a period of seven (7) consecutive calendar days as defined in Article 6.12 due to the faculty member’s health condition. The faculty member must provide medical verification from a physician to support a request for medical leave because of the faculty member’s health condition. Elective or optional surgery is not considered a reason to use this medical leave bank.

The maximum amount of time that can be received through the Medical Leave Bank based on availability shall not exceed the equivalent of three (3) calendar months during the seven (7) years of eligibility. The Medical Leave Bank may be used to compensate for days in the academic calendar as defined by Article 6.12. The balance of what a faculty member may be receiving from any other form of compensation such as Social Security Disability benefits, long-term or short-term disability benefits, Worker’s Compensation or compensation from a retirement system will be deducted from the pay or equivalent hours received through the Medical Leave Bank. The employee shall not obtain outside employment while receiving funds from the Medical Leave Bank, otherwise compensation received from the bank will cease. If a medical leave bank recipient fails to return to work for one (1) complete semester following such leave due to any reason other than medically unable to work, the recipient must repay to the College the full amount received or credited from the College through the Medical Leave Bank. The College may waive the seven (7) year employment restriction for faculty members facing extenuating circumstances.

Medical Leave Donation and Record-Keeping – The medical verification form and the forms to request and donate leave are set forth in Appendix 3A and 3B. The President of the OCCFTA or designee shall serve as the person responsible for matters relating to leave donation including notifying members of the donation periods. The Office of Human Resources shall be responsible for matters relating to medical leave usage, including record-keeping, with regular reports to the Federation.

To request a medical leave and use of the Medical Leave Bank, please refer to the following forms:

1. Physician’s Certification of Employment Illness and/or Injury
2. Faculty Medical Leave Bank Request Form
3. Faculty Medical Leave Bank Donation Authorization

Copies of the forms will be available in the Onondaga Community College Employee Website.

ARTICLE VIII
Personnel Policies for Part-Time Faculty

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

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

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

a. Sick Leave.

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

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

2) Unused sick leave credit shall accumulate to, but not exceed 165 days, which equates to 1,155 hours, prorated on the basis of hours worked.

3) The Department Chairperson shall be responsible for forwarding on a monthly basis a written report to the President or designee and the faculty member regarding each employee's attendance, his/her sick leave use and accumulation.

4) Each part-time bargaining unit member shall be entitled to four (4) emergency leave days per academic year to be charged against the faculty member's sick leave accrual. Such leave shall only be approved for situations beyond the control of the faculty member, such as car accidents, emergency child care, or bereavement, or other urgent, personal business which cannot be deferred. Emergency leave may not be used for routinely scheduled appointments of any sort. Faculty members shall be expected to notify the College in the same manner as class cancellation. All emergency leave must be approved by the first supervisory level outside the bargaining unit. Emergency leave is not accrued. Emergency leave days that exceed four (4) per year need the approval of the Chief Academic Officer or designee which shall not be withheld unreasonably.

5) Observance of religious holidays shall be charged against the sick leave accrual, but shall not be considered emergency leave. Notification of observance of religious holidays must be given to the first supervisory level outside the bargaining unit, and faculty shall be expected to notify the College in the same manner as class cancellation.

6) A physician's statement verifying the employee's incapacity or inability to perform the job duties may be required upon the request of the Chief Academic Officer or designee in case of:

(a) absence of five (5) consecutive instructional or non-instructional days or more;

(b) unverified absence in excess of five (5) instructional or non-instructional days (or the equivalent in hours) in a semester except for employees who have accumulated one hundred and sixty-five (165) days of sick leave, which equates to 1,155 hours; provided that the College believes that the person's past work performance indicates a pattern of abuse of sick leave. In such a case, the College shall pay any uncovered medical expenses or provide the required exams through the college.

Upon return from sick leave of thirty (30) days or more, the employee may be requested to submit to the Chief Academic Officer or designee a physician's statement attesting to the employee's recovery and physical fitness to perform the duties of his or her assignment. In such a case, the College shall pay any uncovered medical expenses or provide the required exams through the college.
Whenever possible, such as for scheduled hospital or office visits, notification of sick leave is to be made in written form and submitted to the Chief Academic Officer or designee in advance of the date leave is to be taken.

7) For all faculty (including Librarians, Counselors, and Instructor's Assistants) absence attributable to illness shall be charged against sick leave as follows: each net contact hour and each office hour shall be one (1) hour of sick leave. Absence for a full week shall be charged to accumulated sick leave as 35 hours.

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

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

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

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

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

8.7 **Medical Leave Bank.** See Article 7.10.
ARTICLE IX
Personnel Policies for Adjunct Faculty

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

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

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

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

9.5 Health Benefit Fund.

a. The College shall establish a Health Benefit Fund, as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014-15</td>
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<td>$40,000</td>
</tr>
<tr>
<td>2018-19</td>
<td>$45,000</td>
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</table>

b. Any post-probationary adjunct, excluding OCC retirees, who purchases health benefits as per article 9.2 of the contract can apply by October 31st for a portion of the amounts allocated towards the Health Benefit Fund annually to help defray the costs of his/her health benefit. Once enrolled, a post-probationary adjunct’s coverage and application for a portion of the annual Health Benefit Fund allocation will continue as long as the adjunct is employed by the College for at least one course during the calendar year. The annual Health Benefit Fund allocation will be split equally among all adjuncts applying for the funds, except any Senior Adjuncts applying for the funds will be counted twice for the calculation. In no event will the College’s contribution exceed the percentage that the College is contributing towards the full-time faculty’s premium cost, as specified in Article 7.4.b. The funds can only be used for health (and not dental) benefits.

9.6 Senior Adjunct - After 10 years of continuous teaching (at least one (1) semester per academic year) at Onondaga Community College, an adjunct faculty member will be considered a “Senior Adjunct.”

a. A Senior Adjunct will be eligible to apply for the Presidential Incentive Grants.

b. A Senior Adjunct will be eligible for additional Health Benefit Fund benefits, under Article 9.5.b.
ARTICLE X
Salaries for Full-Time and Part-Time Faculty

Matters relating to salaries and other economic considerations shall be as set forth on Schedule A annexed.

ARTICLE XI
Salaries for Adjunct Faculty

Matters relating to salaries and other economic considerations shall be as set forth on Schedule A annexed.

ARTICLE XII
Rank and Qualification for Full-Time and Part-Time Faculty

12.1 Rank.

a. There shall be four (4) academic ranks: Instructor, Assistant Professor, Associate Professor and Professor.

b. Appropriate rank equivalents shall be assigned to Counselors, Librarians and Audio-Visual Coordinators based upon qualifications.

c. Instructor's Assistants shall not receive rank or rank equivalents, but shall be considered according to specialty license, experience and/or meritorious achievement.

d. Change in rank shall be at the sole discretion of the President. In making his/her decision, the President will consider the results of the review process set forth in Schedule B annexed.

e. In no event shall denial of discretionary change in rank be subject to the Grievance Procedure provided herein except when procedures have been deficient.

ARTICLE XIII
Appointments/Reappointments/Tenure
Full-Time and Part-Time Faculty

13.1 Appointments. Appointments to positions covered by this agreement shall be at the discretion of the Board upon the recommendation of the President. In making his/her recommendation to the Board, the President shall consider the recommendation(s) of the department in which the appointment is to be made.

13.2 Temporary Appointments.

a. Types.

1) Leave Replacements. Where the College authorizes a member of the bargaining unit to be absent by reason of a paid leave of absence, unpaid leave of absence, or alternate assignment the College may appoint either a temporary leave replacement or adjunct faculty member(s) to carry out the workload of the absent faculty member for the duration of the leave.
Leave replacements will undergo evaluation annually consisting of three (3) peer classroom observations, three (3) sets of student evaluations from different sections/courses, and action by the leave replacement's department with recommendation to the Chief Academic Officer or designee, who makes the decision to discontinue or continue.

2) Temporary Appointments. Where a full time position represented by the bargaining unit becomes vacant due to sudden, unexpected or unforeseen separation of the incumbent from College service for such emergency situations as, but not limited to, illness, death, resignation, or retirement, the College may appoint a person on a temporary basis to carry out the workload of the separated faculty member. The duration of this temporary assignment shall be no longer than the remainder of the academic year where the appointment is made prior to February 15th or the succeeding academic year where the appointment is made after February 15th.

b. Status and Rights. Temporary appointees are bargaining unit members whose terms and conditions of employment are those specified in this agreement, excluding Article XIII (save 13.2 and 13.3f) and excluding section 5. b. 9) and sections 6 and 7 of Schedule B. Temporary appointees have no contractual right to employment beyond the term specified in their appointments.

c. Appointments. Paragraphs (a) and (b) shall not limit the right to the College to appoint adjunct faculty member(s) to carry out workload on a temporary basis. The terms and conditions of adjunct faculty are those specified in this agreement for adjunct faculty.

13.3 Probationary Appointments.

a. All initial full-time appointments shall be for a period of one academic year. Appointments beginning with the Spring semester shall be treated as though begun in the following Fall. All appointments shall be subject to yearly renewal for up to four (4) years pending satisfactory performance.

b. The granting of the fifth appointment constitutes the award of tenure.

c. Written notice of non-renewal of the first probationary appointment must be given on or before March 15th preceding the effective date of the notice (May 15th for first year faculty employed mid-year). Written notice of non-renewal of the second and third probationary appointment must be given on or before December 15th preceding the effective date of notice. Notice of denial of tenure must be given on or before December 15th of the fourth year of service. A faculty member denied tenure shall be granted one terminal year of employment covering the next academic year.

d. No reason need be given by the College for non-renewal of a probationary appointment at the expiration of the first or second year of service. Unless the faculty member shall notify the College, in writing to the contrary, written reasons shall be supplied within ten (10) working days of the notification of non-renewal in the event of termination of a probationary appointment at the expiration of the third or fourth year of service.

e. The non-renewal of a probationary appointment shall not be subject to the grievance procedure herein with the exception only of non-renewal at the end of the fourth probationary year and in such instance grievance may be initiated by the affected faculty member at Stage II of the grievance procedure.
f. Full-time teaching by temporary leave replacements employed subsequent to September 1978 may be used for credit toward tenure to the extent that such service exceeds one (1) academic year and provided that such service is continuous, is in the same department and leads to full-time appointment.

g. If employment is terminated before completion of the probationary period, prior service shall not be credited toward completion of probationary service upon the return of the faculty member to full-time employment. Approved leaves without pay shall not be considered as a termination of employment nor credited toward completion of the probationary period.

h. Dismissal (termination other than non-renewal) of a faculty member during the probationary period shall be for just cause and upon thirty (30) days' written notice or pay in lieu thereof.

13.4 Termination of Tenure of Full-Time Faculty.

a. Until retirement of a faculty member, an appointment with tenure is terminable by the College only for adequate cause which includes only: (a) moral turpitude, (b) failure to maintain high standards of teaching, or (c) retrenchment.

b. Retrenchment Definition & Procedure.

1) Retrenchment shall be defined as a reduction in staff.

2) Upon determination by the College of the need to retrench bargaining unit employees, the College will give those faculty members thus affected preliminary written notice thereof on or before January 15th (October 1st in cases of program curtailment), and final notice by Registered or Certified Mail as soon as possible, but not later than March 15th, with copy of such notice to the Federation.

3) Affected faculty within a given department, discipline or subdiscipline shall be terminated in the inverse order of their appointment.

4) In the event a vacancy exists in other academic areas at the time of retrenchment, tenured faculty members, affected by retrenchment, qualified in such other academic areas, shall be given priority consideration for employment in such areas. The effective seniority date, for individuals reassigned following retrenchment, shall be the date of initial assignment to the new discipline or job title.

5) Retrenched tenured faculty members shall for a period of two (2) years have a right to be reinstated/recalled in inverse order of his/her retrenchment to a vacancy for which he/she is qualified. During this period, a retrenched tenured faculty member's position will not be filled by a replacement unless the retrenched faculty member has been offered reappointment to the same or an equivalent position and has declined. Notice of reinstatement/recall to subsequent position vacancies shall be by written notice to qualified retrenched employees. Such notice shall be by Registered or Certified Mail addressed to the last address filed in the Office of the President by the employees. If an employee fails to notify the Office of the President, in writing, within two (2) weeks of receipt of notice of reinstatement/recall indicating acceptance thereof (or within four [4] weeks of mailing thereof) the employee shall be deemed to have refused reinstatement/recall and the College shall have no further employment obligation to him/her. The letter to the employee shall state the above time limits.
6) Upon written request, retrenched, tenured faculty members shall be placed on unpaid leave of absence for the first year of the aforesaid two-year period.

7) Grievances involving terminations for reasons of retrenchment shall be initiated at Step I.

c. Dismissal Procedure.

1) Termination of a tenured faculty member for reasons other than retrenchment shall be subject to the grievance procedure provided herein, and may be initiated at Step II of the Grievance Procedure.

2) In the processing of a grievance for dismissal of a tenured faculty member, the burden of proof shall be upon the College. At least five (5) days before the hearing at Step II, the College shall present reasonably detailed and formally written charges to the aggrieved party and the Federation.

ARTICLE XIV
Miscellaneous

14.1 Personnel Files. Individual personnel files shall be deemed confidential insofar as such practice is consistent with any applicable laws, rules and regulations. A faculty member shall have the right to review his/her own personnel file at any reasonable time upon written request made to the President and have copies made of any and all material in said file. Said review shall take place in the Office of the President, or in any alternative location designated by the President, during the normal business hours of the College. An advisor of the faculty member’s own choosing may accompany the faculty member.

14.2 Secretarial Assistance. The College shall strive to provide at least one (1) secretary for each department of average size.

14.3 Federation President. The President of the Federation shall receive a reduced teaching load of six (6) contact hours per semester.

14.4 Contract Distribution. The College and Federation shall share the cost of producing and distributing copies of this agreement.

14.5 Right of Representation. When a faculty member is brought before the College President or designee and disciplinary action is contemplated, he/she shall have the right to have a Federation representative present. The Federation shall be notified at least 48 hours in advance of any such hearing.

14.6 Subcontracting. No bargaining unit member shall suffer loss of employment due to subcontracting of bargaining unit work.

14.7 Education Law, Section 6309. Upon the adoption of enabling legislation by the Onondaga County Legislature and approval of the Onondaga County Executive, the provisions of Section 6309 of the Education Law (Chapter 358, Laws of 1987, adopted 23 July 1987) shall be incorporated herein and made a part hereof.
14.8  Discipline Procedure.

a.  Introduction.

The purpose of this section is to provide for a prompt, equitable, and efficient procedure in the event of the discipline of bargaining unit members. Discharge is covered separately in other parts of the Agreement. The parties to this agreement recognize the importance of counseling and the principle of corrective discipline. Prior to initiating the process described below, the President, or designee, will attempt to resolve matters of discipline informally.

No bargaining unit member shall be disciplined unless for just cause and in accordance with c. below.

b.  Definitions.

1) “Suspension” means the temporary removal, with pay, of a bargaining unit member from the performance of his/her duties pending determination of charges specified by c. below.

2) “Discipline” means the progressive application of a penalty consisting of a written reprimand, suspension without pay for a period not to exceed one (1) semester. Oral warnings or oral counseling shall not be construed as discipline.

c.  Process.

1) A bargaining unit member subject to discipline, including suspension, shall receive written notice of charges, specifications and penalty. No disciplinary proceeding shall be commenced more than nine months after the occurrence alleged of in the complaint. The College will provide a faculty member with a copy of a complaint within twenty-five (25) days of its receipt by the College or initiation by the College on its own.

2) A bargaining unit member may either accept the discipline or appeal same to Step II of the grievance procedure. Time frames for appeal to the President shall be ten (10) working days from date of receipt of notice of charges and specifications.

3) The President or his/her designee shall set a hearing date and hear the appeal of discipline at Step II of the grievance procedure.

4) The bargaining unit member shall either accept the President's decision or appeal same to arbitration in accordance with Step III of the grievance procedure.

14.9  Workers’ Compensation. The College shall provide New York State Workers’ Compensation, in accordance with statutory requirements.
ARTICLE XV
Adjunct Faculty Assignment Procedure

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

15.2 **Assignment Rosters.** The Academic Department Chairperson shall place adjunct faculty on assignment rosters according to discipline. Placement on an assignment roster shall be determined by placement on the previous roster plus semesters of service in that discipline since determination of the previous roster. An adjunct faculty member must teach two (2) semesters before his/her name is added to the assignment roster, retroactively to the first semester he/she taught. Each summer session will be credited as a semester, but no more than two semesters may be credited towards placement on the assignment roster in the twelve-month period from September 1 to August 31 each year. There shall be no credit for summer school assignments prior to the 1990 summer session. Semesters of service used for placement on one assignment roster may not be used for placement on any other roster. The relative standing on one assignment roster does not affect the relative standing on another assignment roster. Where seniority is tied, roster placement will be determined by alphabetical order of last name at the time of hire in the fall semester and reverse alphabetical order of the last name at time of hire in the spring semester.

The single assignment roster was constituted using the 1991-92 discipline and subdiscipline designations (also allowing for changes per 15.3). On the assignment roster, after each adjunct faculty member’s name, the subdisciplines he or she is qualified to teach will be listed. As new adjunct faculty are hired, they will be added to the roster using the same designations.

Initial placement of full-time retirees on the adjunct assignment rosters shall be determined by the number of semesters taught as a full-time faculty member in any given discipline. Tenured full-time retirees shall not be probationary as long as they continue to teach in the same disciplines and subdisciplines in which they had been teaching.

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

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

There shall be no changes in existing disciplines used to determine assignment rosters for the duration of this agreement. The College shall provide the Federation with a listing of all disciplines and subdisciplines in effect at the commencement of this agreement.

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

a. Adjunct faculty will make assignment requests on a form on which they list course and time preferences.

b. Based on the order of roster standings and the request forms, the chairperson makes assignments.

c. To the extent work is available, each post-probationary adjunct on the roster receives two assignments in order of roster standing. Then each probationary adjunct on the roster receives one assignment in order of roster standing.

d. To the extent further work is available, additional assignments are made in order of roster standing with each adjunct faculty member receiving as close to 11.9 credit hours as desired within the approved subdisciplines before anyone lower on the roster receives any additional assignments.

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

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

a. if an adjunct faculty member withdraws from an assignment one (1) week or less before the start of an assignment, or

b. in the event that reasonable efforts are made to contact adjunct faculty from the appropriate assignment roster and none are available or reachable, or

c. under other emergency circumstances.

d. If an adjunct is credited with the development of a course that has been approved by the curriculum committee, then he/she shall be guaranteed the right to teach all sections of that course up to the 11.9 limit for the first two semesters it is taught, regardless of his/her rank on the assignment roster. He/she may waive the right for one or both semesters by notifying the Department Chairperson in writing. This stipulation only applies to courses developed beginning September 1, 2001.

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

Any adjunct who has been granted post-probationary status in a discipline or subdiscipline may only be removed from an assignment roster for just cause.

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

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

**ARTICLE XVI**

**Adjunct Faculty Evaluation**

16.1 *Evaluation.* An adjunct faculty member shall be evaluated each of the first six terms (fall and spring semester assignments only) in which an adjunct member has received an assignment. An adjunct will only achieve post-probationary status upon successful completion of all procedures as prescribed in Article 16.3 of the collective bargaining agreement.

16.2 *Limitation of Review.* The parties agree that the adjunct faculty evaluation process described herein shall not be grievable except as to compliance with procedural requirements. The power of an arbitrator to fashion a remedy shall be limited to the award of one (1) additional semester for evaluation, but in no event shall such award result in successful completion of the probationary period.

16.3 *Procedures.* The procedures for adjunct faculty evaluation are as follows:

a. The College shall provide adjunct faculty members with a calendar of events including dates of completion for each element of the evaluation procedure. Timelines designated below are based on a semester with 15 weeks of instruction. For courses that are shorter or longer in duration, the completion dates will be adjusted accordingly. Prior to evaluation the adjunct faculty member shall be advised of the forms and procedures to be used in evaluation.

b. The College shall appoint a faculty observer from among the full-time faculty within the adjunct's department no later than the end of the fourth week of classes. Appointments shall be voluntary except in the event that there are insufficient volunteers.

c. The faculty observer shall conduct at least one (1) classroom observation of the adjunct faculty member by the end of the eleventh week of classes. Classroom observation shall be performed in accordance with forms and procedures used for classroom observations of full-time, non-tenured faculty.

d. The College shall conduct at least one (1) student evaluation of the adjunct faculty member by the end of the ninth week of classes. The College shall provide results of the student evaluation to the adjunct faculty member and faculty observer. Student evaluation will be one element of the adjunct faculty evaluation process and will not be the sole criterion for determining reappointment or non-reappointment. The existing student evaluation form will not be changed except by mutual agreement of the parties.

e. The faculty observer will complete the classroom observation form and provide a copy to the adjunct faculty member. The faculty observer shall also forward the completed classroom observation form and the results of the student evaluation to the Department Chairperson.
f. The Department Chairperson shall prepare a written evaluation report for the President or designee based upon the faculty observer's classroom observation form, the student evaluation and departmental recommendation, if any. The report may propose for consideration that the adjunct faculty member be reappointed for another semester or not reappointed for another semester. The report may also propose reappointment with a plan to improve instruction.

g. The evaluation report of the Department Chairperson shall be made available to the adjunct faculty member by the end of the fourteenth week of classes. The member may respond in writing or appeal all or part of the evaluation report by serving written notice thereof upon the President or designee. Service must occur not later than one week from the date of receipt of the evaluation report by the member. The President or designee shall hold a hearing and call for such evidence as may be relevant to the appeal. The determination of the President or his/her designee to accept, modify or reject the report shall be final and binding.

h. The final evaluation report, which includes the classroom observation form, student evaluation and department recommendation, if any, shall be reviewed by the President or designee who shall then determine whether to reappoint or not reappoint the adjunct faculty member. The President or designee shall provide written notice of his determination to the member and the Department Chairperson prior to the start of the next succeeding semester or session.

i. In the event that a faculty member teaches only during the summer session, the adjunct may request to be evaluated. If approved by the President or designee, then such evaluation will be limited to one session and shall be counted towards completion of the probationary period.

16.4 Post-Probationary Evaluation.

a. After successful completion of probation, adjunct faculty members will be evaluated on an as-needed basis. The President or designee shall determine such need and will consider input from the adjunct's department. The procedures for the evaluation shall be consistent with the procedures established for probationary adjunct faculty evaluations.

b. Post-probationary adjunct faculty teaching in an additional discipline or subdiscipline shall be observed and evaluated for two more semesters in each additional discipline or subdiscipline before achieving post-probationary status in the additional disciplines or subdisciplines.

ARTICLE XVII
Grievance Procedure

The Grievance Procedure shall be as set forth in Schedule C hereto annexed and incorporated herein by this reference. Such procedure shall be applicable except as otherwise restricted by this Agreement.
ARTICLE XVIII
Term, Amendment and Modification

This Agreement shall be effective September 1, 2014 and remain in effect until August 31, 2019.

FOR
THE ONONDAGA COMMUNITY COLLEGE
FEDERATION OF TEACHERS
AND ADMINISTRATORS
AFT, LOCAL 1845

[Signature]

FOR
ONONDAGA COMMUNITY COLLEGE

[Signature]

Dated this 15 day of May 2015.

Approved as to form:

County Attorney
SCHEDULE A
Salaries/Economic Considerations

1. Pay Period. All personnel covered by this agreement shall be paid weekly or bi-weekly. Faculty shall be compensated only for days of instruction or attendance when otherwise required and days of paid leave of absence as provided herein. Attendance accountability shall be certified by the Department Chairperson on a bi-monthly basis.

2. Salaries for Full-Time and Part-Time Faculty.

a. Salary Ranges.

1) The following salary ranges shall be in effect for each respective rank:

<table>
<thead>
<tr>
<th>Academic Year</th>
<th>Instructor’s Assistant</th>
<th>Instructor</th>
<th>Assistant Professor</th>
<th>Associate Professor</th>
<th>Professor</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014-15</td>
<td>$38,250 to highest base annual salary within rank</td>
<td>$44,500 to highest base annual salary within rank</td>
<td>$50,750 to highest base annual salary within rank</td>
<td>$57,000 to highest base annual salary within rank</td>
<td>$63,250 to highest base annual salary within rank</td>
</tr>
<tr>
<td>2015-16</td>
<td>$39,015 to highest base annual salary within rank</td>
<td>$45,390 to highest base annual salary within rank</td>
<td>$51,765 to highest base annual salary within rank</td>
<td>$58,140 to highest base annual salary within rank</td>
<td>$64,515 to highest base annual salary within rank</td>
</tr>
<tr>
<td>2016-17</td>
<td>$39,795 to highest base annual salary within rank</td>
<td>$46,298 to highest base annual salary within rank</td>
<td>$52,800 to highest base annual salary within rank</td>
<td>$59,303 to highest base annual salary within rank</td>
<td>$65,805 to highest base annual salary within rank</td>
</tr>
<tr>
<td>2017-18</td>
<td>$40,591 to highest base annual salary within rank</td>
<td>$47,224 to highest base annual salary within rank</td>
<td>$53,856 to highest base annual salary within rank</td>
<td>$60,489 to highest base annual salary within rank</td>
<td>$67,121 to highest base annual salary within rank</td>
</tr>
<tr>
<td>2018-19</td>
<td>$41,403 to highest base annual salary within rank</td>
<td>$48,168 to highest base annual salary within rank</td>
<td>$54,933 to highest base annual salary within rank</td>
<td>$61,699 to highest base annual salary within rank</td>
<td>$68,463 to highest base annual salary within rank</td>
</tr>
</tbody>
</table>

2) Employees presently and/or hereafter employed, shall be compensated at salary levels within the foregoing ranges applicable to their respective rank or title. There are no specific steps.

3) In the event that application of adjustments and/or salary increases result in salary determination in excess of the stated range for the rank or title of one or more employees, such employee(s) shall nevertheless receive salary to the full extent of the increase, applicable to their situation, and as to such instances the foregoing ranges shall be determined to be amended upward accordingly.
4) Part-time faculty shall receive a salary within the appropriate range prorated on the basis of the hours worked.

b. Salary Adjustments. The base annual salary of each full-time and part-time unit member on payroll from one academic year to the next shall be increased during the term of this Agreement as follows:

In 2014-15: Salary rates will be increased by 2.0% over the 2013-14 rates.
In 2015-16: Salary rates will be increased by 2.0% over the 2014-15 rates.
In 2016-17: Salary rates will be increased by 2.0% over the 2015-16 rates.
In 2017-18: Effective September 1, 2017, salary rates will be increased by 2.0% over the 2016-17 rates. Effective with first payroll date in March 2018, salary rates will be increased by an additional 0.25% over the current base rate.
In 2018-19: Effective September 1, 2018, salary rates will be increased by 2.0% over the 2017-18 rates. Effective with first payroll date in March 2019, salary rates will be increased by an additional 0.25% over the current base rate.

c. Overload Compensation.

1) Instructional Overload Compensation. A full-time faculty member who teaches in excess of 30 net contact hours per academic year, 18 net contact hours per semester or during the summer session, shall be paid additional compensation at an overload rate equivalent to the post-probationary adjunct per-credit rate for that academic year. A faculty member may teach a maximum of one overload course per semester; two overload courses per year. However, this restriction may be waived by the President and/or designee.

2) Non-Instructional Overload Compensation. A faculty member who is requested to and with the approval of the President and/or designee who does become employed beyond the academic year shall be compensated for such service on a per diem (1/200) basis.

d. Change in Rank.
For those awarded change in rank, the annual salary of a faculty member whose rank is changed shall be increased at the beginning of the academic year the change in rank takes effect to the greater of:

(1) the minimum salary in rank as indicated in Schedule A.2.a.1, or
(2) his/her salary adjusted as indicated in Schedule A.2.b. and increased by rank as follows:

<table>
<thead>
<tr>
<th>Rank Change</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructor Assistant to Instructor</td>
<td>$1,125</td>
</tr>
<tr>
<td>Instructor to Assistant Professor</td>
<td>$3,250</td>
</tr>
<tr>
<td>Assistant Professor to Associate Professor</td>
<td>$5,500</td>
</tr>
<tr>
<td>Associate Professor to Professor</td>
<td>$7,750</td>
</tr>
</tbody>
</table>

e. Longevity. The College shall pay all full-time bargaining unit employees who have completed 10, 15, 20 and 25 years, and every additional five (5) year period thereafter of full-time service with the College a premium of $125.00 in equal installments commencing on the anniversary date on which the employee first becomes eligible for the longevity premium. Any employee hired on or after the fall semester of 1984 shall not be eligible for such longevity premium.
3. **Salaries for Adjunct Faculty.**

a. The following rates shall apply for adjunct faculty:

<table>
<thead>
<tr>
<th>Year</th>
<th>Probationary Adjunct</th>
<th>Post-Probationary Adjunct</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014-15</td>
<td>$1,191 per credit hour</td>
<td>$1,249 per credit hour</td>
</tr>
<tr>
<td>2015-16</td>
<td>$1,206 per credit hour</td>
<td>$1,265 per credit hour</td>
</tr>
<tr>
<td>2016-17</td>
<td>$1,221 per credit hour</td>
<td>$1,281 per credit hour</td>
</tr>
<tr>
<td>2017-18</td>
<td>$1,236 per credit hour</td>
<td>$1,297 per credit hour</td>
</tr>
<tr>
<td>2018-19</td>
<td>$1,251 per credit hour</td>
<td>$1,313 per credit hour</td>
</tr>
</tbody>
</table>

b. The following hourly rates shall apply for tutors, adjunct clinical instructors in Physical Therapist Assistant, Respiratory Therapy and Surgical Technology:

<table>
<thead>
<tr>
<th>Year</th>
<th>Tutors</th>
<th>Diagnostician</th>
<th>Health Adjuncts</th>
<th>PTA Assistant</th>
<th>PTA Therapist</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014-15</td>
<td>$26.91/hr</td>
<td>$33.95/hr</td>
<td>$39.87/hr</td>
<td>$38.28/hr</td>
<td>$53.01/hr</td>
</tr>
<tr>
<td>2015-16</td>
<td>$27.19/hr</td>
<td>$34.30/hr</td>
<td>$40.29/hr</td>
<td>$38.68/hr</td>
<td>$53.56/hr</td>
</tr>
<tr>
<td>2016-17</td>
<td>$27.47/hr</td>
<td>$34.65/hr</td>
<td>$40.71/hr</td>
<td>$39.08/hr</td>
<td>$54.11/hr</td>
</tr>
<tr>
<td>2017-18</td>
<td>$27.75/hr</td>
<td>$35.00/hr</td>
<td>$41.13/hr</td>
<td>$39.48/hr</td>
<td>$54.66/hr</td>
</tr>
<tr>
<td>2018-19</td>
<td>$28.03/hr</td>
<td>$35.35/hr</td>
<td>$41.55/hr</td>
<td>$39.88/hr</td>
<td>$55.21/hr</td>
</tr>
</tbody>
</table>

4. **Experiential Credit.** Faculty members evaluating experiential credit shall be compensated for each hour requested at the rate of Ten Dollars ($10) per credit hour for portfolios or examinations and/or Twenty Dollars ($20) per credit hour for practicums and clinicals. The Academic Departments shall be responsible for seeing that the work is performed and distributed equitably.

5. **Direct Deposit.** The program providing for the direct deposit of the payroll checks of bargaining unit members shall be continued, subject only to the terms and conditions applied by the depository bank.

6. **Flexible Benefit Plan.**

a. The College will continue a Flexible Benefit Plan selected by the College in consultation with the Federation intended to qualify as a “cafeteria plan” under Section 125 of the Internal Revenue Code of 1986 and rulings and regulations issued thereunder, as amended from time to time, for full-time and part-time bargaining unit members.
b. The purpose of the Plan allows participating bargaining unit members described above to pay for eligible, non-taxable expenses with pretax compensation limited to the maximum contribution limits for medical expenses or dependent child care as set by the Internal Revenue Service regulation.

c. The College shall make no contribution to any bargaining unit member’s participation in the Plan. The College shall pay an administrative fee required by the Plan.

d. Funds designated by participating bargaining unit members to pay for eligible medical and dependent child care expenses but not used during the calendar year shall not return to the participating bargaining unit member but shall be used by the College to offset the cost of administering the Plan.
SCHEDULE B
Evaluation Procedure

1. Statement of Purpose.
   a. The evaluation procedures outlined below are intended to assist faculty members and departments in collecting and assessing information, and in making recommendations to the Reappointment/Tenure and Promotions Committees. The evaluation process is intended to assist departments in assessing the individual's teaching effectiveness, creativity, and initiative; responsibility in meeting College and department duties; contributions to departmental decision-making, planning, and implementation of policy and instruction; and contributions to the College beyond normal expectations. The provisions of this schedule (Schedule B, Evaluation Procedure) which relate directly or indirectly to the factor process of evaluation and all matters set forth herein pertaining thereto, including the content of the evaluation packet referred to herein, shall be neither grievable nor arbitrable, substantively or procedurally, at a level in the process preceding receipt by the Reappointment/Tenure Committee of individual packets.
   b. The core of the system includes evaluation by:
      1) Self (the individual faculty applicant)
      2) Peers (tenured colleagues)
      3) Students (allowing for flexibility by discipline)
   c. Optional components will include community, committee services, administration or relevant “other.”
   d. The evaluation process will originate with the individual faculty member, proceed through departments to an all-college committee, and finally to the President of the College.

2. Evaluators. Evaluations in this process for reappointment, change in rank, and tenure will be the responsibility of the tenured members of the department as directed below. Where it is impossible for a department to comply with the directions, the Department Chairperson will meet with the Reappointment/Tenure and Promotions Committees and arrange for alternate evaluators. These evaluators will, whenever possible, be selected from related disciplines or departments. Alternate evaluators shall vote with the tenured department members. In rare situations the Reappointment/Tenure Committee may agree to other evaluators. In all cases, alternate evaluators must be approved by the Reappointment/Tenure and Promotions Committees.

3. Description of Forms.
   a. All forms must be submitted in duplicate (one original and one copy). Both copies are submitted to the Reappointment/Tenure or Promotions Committee. A faculty member is also encouraged to retain an additional copy of all documents for his/her own records. The forms to be included in the individual packet are as follows:
      Required:
      - Recommendation Sheet
      - Faculty Professional Profile
      - Updated Vita Sheet
      - Self-Assessment/First Year Self-Assessment
      - Student Evaluations
      - Classroom Visit Appraisals
May be submitted by faculty member:
Committee Appraisal(s)

May be submitted with approval of tenured department members:
Community Evaluation(s)
Administrative Evaluation(s)
Letter(s) of Support from Mentor(s)
Miscellaneous

1) **Recommendations Statement.** This is to be filled in by the Department Chairperson after evaluation and signed by the candidate and Department Chairperson.

2) **Faculty Professional Profile.** This must be included in the packet of materials submitted to the Reappointment/Tenure Committee or the Promotions Committee.

3) **Updated Vita Sheet.** An updated vita sheet must be filed by each faculty member each year in the department. An updated vita sheet for each year must be included in evaluation packets sent to the Reappointment/Tenure or the Promotions Committees.

4) **Self-Assessment Forms.** There are three (3) self-assessment forms: First-Year Self-Assessment Form for reappointment, Self-Assessment Form for reappointment and tenure, and Self-Assessment Form for change in rank. These forms are available from the Reappointment/Tenure and Promotions Committee.

When preparing the Self-Assessment Form or First-Year Self-Assessment Form, the candidate should review *Suggestions for Preparing a Reappointment and Tenure Packet* available from the Reappointment and Tenure Committee.

(a) **First-Year Candidates.** The Candidate being evaluated must respond to the First-Year Self-Assessment Form and must send copies to all tenured members of the department by the first on-hand day of the spring semester. In consultation with the candidate, three tenured members will be assigned by the Department Chairperson to respond. All tenured members of the department may respond in writing if they choose.

(b) **All Other Candidates.** The Candidate being evaluated must respond to the Self-Assessment Form and must send copies to all tenured members of the department two weeks before the first meeting of the tenured department members at which the candidacy is being discussed. In consultation with the candidate, three tenured members will be assigned by the Department Chairperson to respond. For reappointment/tenure, these responders must be different each year. If this is not possible, the Department Chairperson must consult with the Reappointment/Tenure or Promotions Committees for an alternate arrangement. All tenured members of the department may respond in writing if they choose.

5) **Classroom Observation**

(a) **Reappointment/Tenure.** At least three classroom observations must be made by tenured members each year. The Department Chairperson, in consultation with the candidate, will assign the observers. These observers must be different each year.

(b) **Change in Rank.** At least three classroom observations must be made by tenured members within the past academic year (fall, spring, or summer). The Department Chairperson, in consultation with the candidate, will assign the observers.
Alternate arrangements must be made in consultation with the Reappointment/Tenure or Promotions Committees. Multiple observations of the same class section are not acceptable.

6) Student Evaluation.

(a) Reappointment/Tenure. Student evaluations from a minimum of four sections within the past academic year (fall, spring, or summer) must be included in the reappointment/tenure packet. The four sections should represent a minimum of two terms (fall, spring, and/or summer), except in the case of first-year and second-year candidates for whom evaluations from one term shall be sufficient.

(b) Change in Rank. Student evaluations from a minimum of six sections within the past two academic years (fall, spring, or summer) must be included in the change in rank packet. The six sections should represent a minimum of three terms (fall, spring, and/or summer) in the two-year period, including at least one from the semester in which the application is made.

(c) The documents should include all student comments. Results of student evaluations will be those compiled from official College instruments according to College procedures.

7) Community Evaluation. A faculty member may elect to include pertinent evaluation(s) by professionals (peers) outside the College in such instances where the role of the faculty member involves interaction with agencies that are directly committed to the curriculum involved. The evaluator must be acceptable to the tenured members of the department involved. The explicit nature of the evaluation and the instrument or format to be used must also be acceptable to the tenured department members. Community evaluation(s) may not be used to supplant department evaluations.

8) Administrative Evaluation. The department and the faculty member may elect to include pertinent evaluation by administrators within the College in such instances where the role of the faculty member is directly involved with the Administration. The selection of the administrator and the explicit nature of the evaluation and the instrument or format to be used must be approved by the tenured department members. Administration evaluations may not be used to supplant department evaluations.

9) Miscellaneous. At the discretion of the department, and in consultation with the Reappointment/Tenure and Promotions Committees, additional kinds of evaluation and data may be submitted if approved by the Reappointment/Tenure and Promotions Committees.

10) Committee Appraisal. The individual may choose to submit Committee Evaluation forms to the department if seeking recognition for committee work.

4. Procedures.

a. Submittal Dates. It is the responsibility of the Committees to notify departments in advance of the deadlines in the contract. It is the responsibility of the departments to forward to the Committees all documents and recommendations prior to the deadlines. The President will make all decisions relative to reappointment and give notification of same as provided in Article XIII hereof. The President will make all decisions relative to change in rank and give notification of same by May 1st of each year. First year reappointment packets, in order to assure consideration, must be submitted to the President by February 22. In order to assure consideration, all recommendations
relative to reappointment (including tenure) and change in rank must be submitted to the President at least two months in advance of the applicable decision dates stated above. The President shall notify the Reappointment/Tenure and Promotions Committees and the individual of the action by the applicable decision date.

b. **Departmental Procedures.**

1) Necessary forms and directions will be distributed by the Chairperson of the Reappointment/Tenure or Promotions Committees.

2) The Department Chairperson will assign at least three tenured members to receive forms when completed and to respond in writing. If this is impossible, alternate evaluators will be approved by the Reappointment/Tenure and Promotions Committees. Tenured evaluators and alternate evaluators will be rotated each year. Completed forms will be available to all tenured members of the department.

3) Tenured members and any alternate evaluators will meet with the Department Chairperson to review and discuss the information in the completed packet. Any additional information referenced during the reappointment, tenure, and promotion meeting must be produced, validated and shared with the candidate in order to be considered by the Department. In such cases, the candidate shall be immediately appraised and given the opportunity for rebuttal before further discussion and/or a vote is held. The tenured members may require additional information before taking action. This may include, but is not limited to, additional classroom observations, verification of credentials, interviews with professors, obtaining additional relevant information directly from the candidate, etc.

4) All tenured members, all approved evaluators, and the Department Chairperson, even if untenured, will vote. Candidates will not vote.

5) If a candidate is applying for reappointment/tenure and/or change in rank, a separate vote for each recommended action will be required.

6) A statement of recommendation, if unanimous, will be written by a tenured member and signed by the Department Chairperson and all tenured department members and evaluators.

7) In cases of disagreements, the Department Chairperson will assign one member to write a minority report. The majority and minority reports shall include recommendations for action and may include recommendations for improvement. These statements should be written in consultation with concurring members. Tenured members may write individual reports, if desired. Each statement must be signed by concurring tenured faculty and alternate evaluators. The candidate is free to attach comments to any part of the evaluation, including the majority and minority reports. The majority and minority reports must address the same area(s) of disagreement, but are not restricted to them.

8) All individuals who abstain from a vote for Reappointment, Tenure, and Promotion must justify the reason for the abstention in writing.

9) The completed packets, including statements and vote, will be forwarded to the Reappointment/Tenure or Promotions Committees by the Department Chairperson. The recommendation statement must be signed by the candidate to indicate that all evaluation materials have been read.
c. **Non-Classroom Faculty.** Non-classroom faculty, including counselors and librarians, shall follow the same evaluation procedures as classroom faculty. Evaluation instruments that are developed by those departments may be used to supplement or replace inappropriate instruments with the approval of the Reappointment/Tenure and Promotions Committees.

5. **Reappointment and Tenure Committee.**

a. A Reappointment and Tenure Committee shall be elected and shall consider all departmental evaluations for reappointment and tenure. The Committee shall be composed of six (6) tenured faculty members, at least two of whom must be full professors, and the President or designee. Each faculty member shall serve three (3) years. Because of the enormous workload and responsibility of this Committee, faculty members should have no other major College responsibilities.

b. When a candidate is applying for either reappointment or tenure and change in rank in the same year, the Chairperson of the Reappointment and Tenure Committee must inform the Promotions Committee of its recommendation concerning reappointment or tenure.

c. The responsibilities of the Committee shall include, but not be limited to, the following:

1) Preserve the confidentiality of its deliberations.
2) Protect the confidential nature of individual packets.
3) Maintain a neutral position until all information is received and deliberations undertaken.
4) Approve alternate evaluators in consultation with the department as recommended in the procedures.
5) Receive and/or require spoken or written testimony, documentation, verification, etc., from faculty and/or administration of the College, as it deems necessary to complete its deliberations.
6) A candidate may request a hearing with the Committee during its deliberation. In order to avoid direct confrontation, the Committee shall invite the dissenting sides to separate meetings. If new information is brought forth, the Committee shall transmit this in writing and shall request a written rebuttal.
7) Advise individuals and departments of deficiencies which are noted by the Committee.
8) Make its own recommendations to the President regarding reappointment and tenure. All individuals who abstain from a vote for Reappointment or Tenure must justify the reason for the abstention in writing.
9) Forward the candidates’ packets and recommendations of the Committee for reappointment and tenure, whether approved or denied. In cases where the Committee recommendation is not unanimous, the majority and minority reports of the Committee shall accompany the recommendation. These reports should relate to issues raised by the candidate and/or department members and shall be available to them also.
10) Report its recommendations promptly to the departments concerned.
11) Receive and forward notification of the President’s actions promptly to department concerned.
6. **Change in rank.**

a. The candidate for change in rank has the responsibility for collecting, labeling, and including all evidence beyond that in the regular evaluation procedures which is to be considered in each category. It must be understood that inadequately documented cases will result in a lesser evaluation.

b. Except as may otherwise be established by the College, to be eligible to make application for change in rank to the following ranks, a faculty member must possess those qualifications set opposite thereto or the equivalent and be in at least the fourth year of their present rank at OCC. In all cases, full-time employment is defined as full-time work for one employer. Years of full-time employment may include sabbatical leaves and reassigned time. The committee may consider comparable hours of relevant training, such as in specialized licensure or certification, if graduate-level courses are not available in the candidate’s subject field.

<table>
<thead>
<tr>
<th>Rank</th>
<th>Requirement</th>
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<tbody>
<tr>
<td><strong>Assistant Professor</strong></td>
<td>(1) Master's Degree in subject area or closely allied and three years of full-time employment in subject area or closely allied field.</td>
</tr>
<tr>
<td></td>
<td>(2) Bachelor's Degree in subject area or closely allied field plus 30 credit hours of relevant graduate-level courses, and three years of full-time employment in subject area or closely allied field.</td>
</tr>
<tr>
<td></td>
<td>(3) Bachelor's Degree in subject area or closely allied field, 15 credit hours of relevant graduate-level courses, and five years of full-time employment in subject area or closely allied field.</td>
</tr>
<tr>
<td></td>
<td>(4) Bachelor's Degree in subject area or closely allied field plus eight (8) years full-time experience teaching, counseling or librarianship at Onondaga Community College.</td>
</tr>
<tr>
<td><strong>Associate Professor</strong></td>
<td>(1) Doctorate in subject area or closely allied field.</td>
</tr>
<tr>
<td></td>
<td>(2) Master's Degree in subject area or closely allied field plus six years of full-time employment in a subject area or closely allied field of which three years must be teaching, counseling, or librarianship at the college level.</td>
</tr>
<tr>
<td></td>
<td>(3) Bachelor's Degree in subject area or closely allied field plus 40 credit hours of relevant graduate-level courses and passing comprehensive examination in subject area or closely allied field and six years of full-time employment in subject area or closely allied field, of which three years must be teaching, counseling, or librarianship at the college level.</td>
</tr>
<tr>
<td></td>
<td>(4) Bachelor's Degree in subject area or closely allied field plus 40 credit hours of relevant graduate-level courses in subject area or closely allied field, plus nine years of full-time employment in subject area or closely allied field, of which four years must be teaching, counseling or librarianship at the college level.</td>
</tr>
<tr>
<td></td>
<td>(5) Bachelor's Degree in subject area or closely allied field plus fifteen years full-time experience teaching, counseling or librarianship at Onondaga Community College.</td>
</tr>
</tbody>
</table>
**Professor**

(1) Doctorate in in subject area or closely allied field, plus six years of full-time teaching, counseling or librarianship at the college level.

(2) Master's Degree in subject area or closely allied field and 15 years of full-time employment, of which at least ten years must be in the field of education, with six of these years in college level teaching, counseling or librarianship.

(3) Recognized authority on the subject area. (The term "recognized authority" is defined as one who has published significant work in his/her subject area and/or by virtue of consultation and innovation has become distinguished in the academic community.)

c. In the tenured evaluation meeting, a separate vote shall be taken for each action if a candidate is applying for reappointment, tenure and/or change in rank.

d. Evaluations for change in rank shall be considered on the basis of job performance from the day of appointment or from the date of previous change in rank. This assumes that a person is appointed at the appropriate rank according to qualifications or else has chosen to accept the line position available with no guarantee for future automatic change in rank.

e. Individuals applying for change in rank will be reviewed by the Promotions Committee and a recommendation that the candidate is (1) recommended for promotion or (2) not recommended for promotion will be made by the committee.

The Promotions Committee will assign fifty percent (50%) of the consideration to teaching, counseling, or librarianship and the remaining fifty percent (50%) to a minimum of two factors from the following:

- service to the student (e.g., mentorship, club advisement)
- service to the department
- service to the college (e.g., committee work, demonstrated institutional leadership roles)
- service to the community
- instructional development
- resource development/grantsmanship
- scholarship/exceptional professional outcomes
- professional growth
- mentorship of junior faculty
- student advisement
- special projects

Note: Both service to the Faculty Association and/or service to the Federation may be used within any of the starred factors.

To be promoted from Associate Professor to Professor, candidates must evidence consistent/on-going commitment to the profession. The Promotions Committee will assign fifty percent (50%) of the consideration to teaching, counseling, or librarianship and the remaining fifty percent (50%) to a minimum of two factors from the above listed starred factors as defined in the self-assessment form.
f. **Charges.** A Promotions Committee shall be appointed and shall consider all recommendations for change in rank.

1) The Committee shall be composed of six (6) tenured members, at least two of whom must be full professors. Each faculty member will serve three (3) years. The Committee shall select one of its members as Chairperson. The Committee must maintain a permanent record of its deliberations.

2) When a candidate is applying for either reappointment or tenure and change in rank in the same year, the Chairperson of the Reappointment and Tenure Committee must inform the Promotions Committee of its recommendation concerning reappointment or tenure.

3) The responsibilities of the Promotions Committee shall include, but not be limited to, the following:

   (a) Meet with the President of the College or designee, the President of the Federation or designee and candidates for promotion, collectively, to assure mutual consistent understanding of the criteria for promotion and the specific types and amounts of documentation expected from candidates.

   (b) Determine eligibility of candidate according to Schedule B, section 6.a. No candidate shall be considered lesser or better qualified by any criteria other than these. Committee members shall not introduce additional criteria.

   (c) Preserve the confidentiality of its deliberations. The preservation of confidentiality does not nullify the requirement of accountability. Preservation of confidentiality is said here to mean: do not discuss matters before the Committee with any persons not members of the Committee; confine discussions to meetings of the whole Committee and avoid discussions with other members of the Committee in any context other than meetings of the whole Committee.

   (d) Protect the confidential nature of individual packets. The preservation of confidentiality does not nullify the requirement of accountability. Preservation of confidentiality is said here to mean: hold all records and materials in a safe place, and do not remove any records or materials from the immediate area of that safe place; do not mark or make notes directly on any materials submitted by candidates.

   (e) Maintain a neutral position until all information is received and deliberations undertaken.

   (f) Approve alternate evaluators in consultation with the department as recommended in the procedures when the candidate is applying for change in rank only.

   (g) Establish deadlines for departments and forward and collect the necessary data.

   (h) Receive and/or require additional spoken or written testimony, documentation, verification, etc., from faculty and/or administration of the College, as it deems necessary to complete its deliberations. The burden is placed on the Committee to do so or accept the candidates' materials as matters of fact. A candidate's failure to comply can result in a lesser evaluation provided that the committee's requirement is timely.
(i) A candidate may request a hearing with the Committee during its deliberations. In order to avoid direct confrontation, the Committee shall invite the dissenting sides to separate meetings. If new information is brought forth, the Committee shall transmit this in writing, and shall request a written rebuttal.

(j) The committee is instructed to deliberate as a committee of the whole and not as individual members of the committee. Furthermore, the Committee will review the packets only, unless the College has cause to raise an issue, notifies and gives specifics about an issue which must be shared with the candidate. The candidate shall be afforded an opportunity to respond to issues raised within the timeframe established for the review process.

(k) Advise candidates and candidates’ Department Chairpersons of deficiencies which are noted by the Committee.

(l) Make committee recommendations. Committee must provide unsuccessful candidates justification for its decision and advice on how to improve. All individuals who abstain from a vote for Promotion must justify the reason for the abstention in writing.

(m) The Committee will prepare a one page summary for each candidate providing the rationale for its decision and send its recommendations to the President, or designee, accompanied by all documents prepared by and/or used by the Committee.

(n) Report its recommendations to the department concerned.

(o) Receive notification of President’s recommendations. The President must inform candidates recommended by Committee but not selected for promotion and provide said candidates with justification and advice on how to improve. The President forwards a copy of each promotion packet and all documentation prepared by and/or used by the Committee or President in deliberations to Human Resources where the documents will be held in confidence and not released without subpoena.

(p) In the event the College brings an issue to the process described by j. above, then the candidate may, after the President makes a final decision, challenge through Schedule C (The Grievance Procedure) the validity and/or relevance of the issue to the denial of the promotion. Remedy may include promotion.
SCHEDULE C
Grievance Procedure

1. **Definition, Miscellaneous Provisions and Statute of Limitations.**

   a. The term “Grievance” shall mean a complaint by any person covered by this agreement or by the Federation (hereinafter grievant) regarding an alleged “violation,” “misinterpretation,” or “inequitable application” of any term or provision of this agreement.

   b. The contract shall not provide for the handling of alleged grievances which occurred prior to the execution hereof, unless, at said time, said grievances are presently in process; nor shall it prejudice in any way any of the other rights which said faculty member or members have at their disposal.

   c. Every employee or group of employees covered by this agreement shall have the right to present grievances in accordance with the appropriate procedures as outlined herein.

   d. Every person or organization who has the right to bring a grievance hereunder has the right to be represented at all stages thereof by any representative of his/her own choice, except that if the Federation is not chosen as the representative of the grievant, it shall have the right to have a representative present at each stage of the grievance procedure, which representative may participate to the extent of presenting the position of the Federation.

   e. In any instance where the Federation is not represented in the grievance procedure, each administrator or hearing officer rendering a decision will notify the Federation in writing of the decision and/or resolution of the grievance at each level. The Federation may appeal any grievance which seems to violate any term of the contract or affects working conditions of the employees in the bargaining unit as set forth herein.

   f. The failure of an administrator or hearing officer at any level to communicate a decision to the grievant and the Federation within the proper limits shall permit the grievance to proceed to the next stage of the grievance procedure.

   g. Failure of a grievant or the Federation to appeal a grievance to the next higher stage within the proper time limit shall constitute a withdrawal and shall bar further action of the grievance.

   h. Hearings and conferences held under this procedure shall be conducted at a time and place which will afford fair and reasonable opportunity for all interested parties to attend. Said hearings shall be scheduled so as to avoid interference with class schedules. When such hearings and conferences are held during class hours or working hours, all employees whose presence is required shall be excused for that purpose without loss of payment from the College.

   i. Grievances must be initiated in writing within twenty-five (25) working days of the occurrence of the event giving rise thereto or of the date when the grievant or the Federation knew or should have had knowledge thereof.

   j. Working days for the purposes hereof shall be days on which the College is open excluding the period between commencement and the first day of registration of the Fall semester.
2. *Grievance Procedures.*

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

1) The parties are in accord that grievances should, if possible, be discussed first between the grievant and the administration on an informal basis in an attempt in good faith to resolve the differences without invoking the steps as hereinafter set forth.

2) Step I. The grievant shall present his/her grievance in writing to the immediate supervisory administrator who shall have the authority to render a decision disposing of the grievance. The grievance shall be in writing and shall set forth specifically the nature of the grievance; the facts relating thereto. The administrator shall communicate in writing his/her decision to the grievant and representative before the end of the sixth working day after the grievance has been presented.

3) Step II. If the grievance has not been resolved at Step I, the grievant may appeal the decision to the President of the College within ten (10) working days after receiving the First Step disposition. Dismissal grievances (grievances from tenured faculty members who allege that their dismissal violates the provisions of this contract or violates their academic freedom) may be initiated at this Step II. The appeal shall be in writing and shall be accompanied by a copy of the grievance. The President and his/her designees shall set a hearing date within twenty (20) working days of receipt of the grievance and the grievant and representative at Step I shall be notified of such hearing date at least two (2) working days in advance thereof. At the Step II hearing, the grievant and representative may appear and present oral and written statements or arguments, either directly or through witnesses. The President shall communicate his/her decision in writing, together with the supporting reasons to the grievant and representative within ten (10) working days after completion of the hearing.

4) Step III. If a grievance has not been resolved at the conclusion of Step II, it may be appealed to arbitration pursuant to a written notice filed with the Public Employment Relations Board (PERB) or the American Arbitration Association within ten (10) working days after receipt by the grievant and representative of the decision rendered by the President. The arbitrator shall be selected by the parties pursuant to the procedures of PERB or the American Arbitration Association. The parties will thereupon be bound by the Voluntary Labor Arbitration Rules and Procedures. The arbitrator's decision shall be in writing and shall set forth his/her Findings of Fact, his/her Conclusions, and Order, which shall be binding on all parties. The arbitrator shall not have authority to add to, subtract from, or to modify the expressed provisions of this agreement or any provisions incorporated by reference herein. The cost of arbitration, including the fees and expenses of the arbitrator, shall be shared equally by all of the parties.
APPENDIX 1
Faculty Outside Employment Form

This is to provide prior written notice of outside employment pursuant to Article 6.14 of the collective bargaining agreement. The outside employment is scheduled outside my scheduled work day at the College and will not interfere with my work at the College.

Signed ____________________________ Dated ____________________________

Duration of Anticipated Employment:

Starts ____________________________

Ends ____________________________

Indeterminate ____________________________
APPENDIX 2
Sabbatical Leave Application

Sabbatical Leave Applications will be competitively evaluated. To assure full consideration by the Sabbatical Leaves Committee, complete this application thoroughly, including clearly defined tasks and measurable outcomes. Wherever possible, answer in behavioral terms that are specific, measurable, achievable, realistic and/or timebound. Read this application thoroughly and carefully before you begin to complete it.

Article 7.2.f.

If due to unforeseen circumstances a sabbatical leave proposal changes significantly, it is expected that the faculty member will simultaneously notify the President of the College and the President of the Federation or their designees to work out an alternative strategy.

Article 7.2.i.

Upon return from sabbatical leave, the recipient will submit to the President, within six (6) months, with copy to the Sabbatical Leave Committee and copy to the individual's personnel file, a report inclusive of appropriate descriptive and supporting data relative to such leave. The application form (See Appendix 2) should form the basis of, but does not supplant, the requirement for a final report.

<table>
<thead>
<tr>
<th>Full Name:</th>
<th>Time Requested for Sabbatical Leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Fall 20__, Spring 20__, Full 20__ - 20__</td>
</tr>
<tr>
<td>Department:</td>
<td>Rank:</td>
</tr>
<tr>
<td>Date of Initial Appointment at OCC:</td>
<td></td>
</tr>
<tr>
<td>Prior Leaves (indicate semester(s) and year(s));</td>
<td></td>
</tr>
<tr>
<td>Sabbatical:</td>
<td>Leave without pay:</td>
</tr>
<tr>
<td>Other interruptions of consecutive service:</td>
<td></td>
</tr>
</tbody>
</table>

Education:

<table>
<thead>
<tr>
<th>Degrees</th>
<th>Date Received</th>
<th>Institution</th>
<th>Major</th>
</tr>
</thead>
</table>

Other relevant, specialized training:
Onondaga Community College
Sabbatical Leave Application

1. Check ( ) one of the following:
   _____ study       _____ formal education    _____ research    _____ writing    _____ travel
   _____ other experience of professional value which supports College goals and objectives

2. What is the nature of your sabbatical leave (i.e. descriptive title)?

3. What is the purpose of your sabbatical leave (explain in such detail that someone unfamiliar with the nature of your sabbatical can understand it)?

4. What are the expected results of your sabbatical leave?

5. How will you measure achievement of these results?

6. How are these results achievable within the time available for your sabbatical leave?

7. What are the reasons for applying for a sabbatical leave?
8. Applicants for sabbatical leave for Formal Education ONLY:

8.1 What is the name and address of the college/university/institution at which study will occur?

8.2 What is the name of the major/curriculum in which you have enrolled or will enroll?

8.3 What are the names of courses in which you have enrolled or will enroll?

8.4 How is the formal education related to your discipline?

8.5 How is the formal education related to one or more of the College’s goals and objectives (refer to vision, mission and goals from the College’s Strategic Plan)

8.6 What is the value of this sabbatical leave to you and how do you measure this value?

8.7 What is the value of this sabbatical leave to the College’s goals and objectives and how do you measure this value?

8.8 What is the cost-benefit relationship of your sabbatical leave to you and to the College and how do you measure this relationship?
9. Applicants for sabbatical leave for all other categories except formal education:

9.1 How is your sabbatical leave (i.e. study, research, writing, travel, other professional experience) related to your discipline?

9.2 How is your sabbatical leave related to one or more of the College’s goals and objectives (refer to vision, mission and goals from the College’s Strategic Plan)

9.3 What is the value of your sabbatical leave to you and how do you measure this value?

9.4 What is the value of your sabbatical leave to the College’s goals and objectives and how do you measure this value?

9.5 What is the cost-benefit relationship of your sabbatical leave to you and to the College and how do you measure this relationship?
10. What is the amount of outside compensation you anticipate earning in conjunction with and while on sabbatical leave?

11. Will you teach or perform counseling or librarian duties for pay for the College while on sabbatical leave? If so, explain fully the times and dates of these assignments.

12. Have you been given retrenchment notice? _____yes _____no

13. All applicants must complete the following sabbatical leave timetable outlining the activities proposed to be done during the sabbatical with target dates for completion. This timetable should include: what is going to be done; how; with and by whom. (Attach additional sheets if necessary)

SABBATICAL LEAVE TIMETABLE

<table>
<thead>
<tr>
<th>Activities</th>
<th>Month Completed</th>
<th>How</th>
<th>Person(s) Responsible</th>
</tr>
</thead>
</table>


14. All applicants must answer this question if the application includes a plan to sustain or implement the results of the sabbatical after completion of the leave:

14.1 What activities need to be sustained or implemented after completion of the leave?

14.2 When will these activities be completed?

14.3 How will these activities be completed?

14.4 Who is responsible for completing those activities?

14.5 How are the activities achievable within the dates specified in 14.2?

________________________________________________________________________
Signature of Applicant                                      Date

________________________________________________________________________
Signature of Department Chairperson                       Date
APPENDIX 3A
Medical Leave Bank
Request Form

TO: Human Resources

FROM: Employee’s Name & Department

DATE:

Employee ID No.

I am requesting use of the Medical Leave Bank for a period effective when my sick leave balance is depleted. I understand that the maximum amount of time I may receive from this bank cannot exceed the equivalent of three (3) calendar months based upon my verified medical leave. I understand that if I am receiving compensation from any other source(s) during this time, I must notify Human Resources. I understand that receiving additional compensation may reduce the amount of compensation that I receive through the Medical Leave Bank. If I fail to return to work for a minimum of one (1) complete semester due to any reason other than medical circumstances, I must repay the College the full amount received.

____________________________________
Employee’s Signature

Human Resources Use Only

____ Supporting documents received to verify medical leave request through ____________

____ Employee’s sick leave balance will be exhausted/or at zero on ____________________

Please forward to College President/Designee

College President Designee Use Only

Leave Request: Approved

Denied

__________________________ ______________________
Signature of College President/Designee Date

Please forward to OCCFTA President/Designee

OCCFTA President/Designee Use Only

____ Hours available in bank as of ________________.

__________________________ ______________________
Signature of OCCFTA President/Designee Date

Please forward to Human Resources

Human Resources Use Only

Medical Leave Bank Hours used ________________.

Please forward to OCCFTA President/Designee
TO: Human Resources

FROM: ____________________________ ____________________________
Employee’s Name & Department Employee ID No.

DATE: ____________________________

RE: ____________________________

I would like to donate _____________ hours [up to seven (7)] of my accrued annual sick leave.

My signature below indicates that I understand and agree that:

- I have a sick leave balance which is equal to or greater than the amount of leave that I am requesting to donate.
- The maximum that I can donate is seven (7) hours of my emergency day sick leave that I have earned in the leave year and I must have accumulated hours to be donated when the donation occurs.
- The minimum amount of leave that I can donate is one (1) hour.
- After my faculty medical leave donation has been charged against my sick leave balance, it is irrevocable and cannot be withdrawn.
- I am receiving no financial or other benefit from this donation.
- This medical leave donation is voluntary.

______________________________
______________________________
Employee’s Name (Please Print) Employee’s Signature

______________________________
______________________________
Witness Date

Human Resources Use Only

The above employee has ____________ hours of accrued sick leave available to donate as of ________________ and this amount is no more than seven (7) hours of his/her leave earnings for this academic year. I have deducted the amount from the donor’s sick leave record.

______________________________
______________________________
Human Resources Date

Return copy to employee and OCCFTA President/Designee
APPENDIX 4
Side Letter of Agreement

The parties agree to the following with respect to health insurance benefits:

1. The definition of “stepchild” contained in Section 3, 3(C) (4) of the health insurance SPD is modified to provide:

   The Plan Participant’s stepchild who lives in the Faculty member’s household or for whom the Faculty member contributes and provides at least 50 percent to the support of that stepchild.

2. For purposes of Section 3 of the health insurance SPD, the criteria of support will be deemed to have been met if the Faculty member contributes at least 50 percent to the support of the dependent, and that dependent qualifies as an exemption on the most recent income tax return filed by the Faculty member.

3. There are certain situations where an employee in the bargaining unit can remain eligible for benefits, even though his/her status changes from that of an active employee, or employment terminates. They are:

   (1) If the employee is on an approved leave of absence without pay, he/she may remain part of the group by making direct payments for benefits to the College.

   (2) A surviving spouse, dependents or domestic partner enrolled in the Program at the time of an employee’s death will be eligible for benefits for ninety (90) days from the date of the employee’s death at no cost to the spouse, dependents or domestic partner. After that time, if the employee had ten (10) or more years of service, the surviving spouse, dependents or domestic partner can maintain eligibility by making direct premium payments.

   (3) If any employee dies and either an accidental death benefit is payable by a retirement or pension plan administered by New York State, or death benefits are payable under the Workers’ Compensation Law of New York, the spouse, dependents or domestic partner enrolled at the time of the employee’s death may then continue benefits by making direct payments.

   (4) If an employee submits satisfactory proof of total disability, has been disabled for at least ninety (90) consecutive calendar days, and has made all required payments during time off the payroll, waiver of required contributions will then be allowed for a period of one (1) year, while the employee remains totally disabled.

   (5) For faculty members retiring on or after September 1, 2017, the College agrees to continue health and prescription drug benefit coverage to a Faculty member who meets the requirements of 12 years of College service and at least age 58 and who qualifies for a retirement benefit through either the NYS Employee Retirement System, NYS Teachers Retirement System, or the SUNY Optional Retirement Program (TIAA-CREF).

For faculty members retiring prior to September 1, 2017, the College agrees to continue health and prescription drug benefit coverage to Faculty members hired on or prior to May 3, 2011 who retire at or over age 55 by meeting the requirements of 5 years of College service and at least age 55 and qualified for a retirement benefit through either the NYS Employees Retirement System, NYS Teachers Retirement System, or the SUNY Optional Retirement Program (TIAA-CREF).
For faculty members retiring prior to September 1, 2017, the College agrees to continue health and prescription drug benefit coverage to Faculty members hired after May 3, 2011 who retire at or over age 55 by meeting the requirements of 10 years of College service and at least age 55 and qualified for a retirement benefit through either the NYS Employees Retirement System, NYS Teachers Retirement System, or the SUNY Optional Retirement Program (TIAA-CREF).

The retired faculty member may be required to make contributions at no greater than the rate required of active bargaining unit members. Upon reaching the age of Medicare eligibility, Medicare will become the primary benefit; however, there shall be no diminution of benefit to the retiree.

The benefit Program for employees in the above situations may be modified as per Contract.

4. With respect to Medicare coverage:

**Employees Age 65 and Older**

If you are age 65 or over, working full time, and on Medicare, the negotiated Benefit Plan is your primary carrier and Medicare is secondary. After retirement, Medicare is primary.

**For the Medicare Eligible**

A retired employee, eligible employee dependent or disabled enrollee who becomes eligible for Medicare will continue to qualify for benefits under the negotiated Benefit Plan. However, the benefits provided through the negotiated Benefit Plan will be reduced by the amounts payable by Medicare.

You should apply to Social Security for enrollment in Medicare at least three (3) months before you or your eligible spouse becomes 65. It is important that you enroll for both Part A and Part B of Medicare in a timely manner, as failure to do so may result in a higher cost for Part B coverage, as well as a delay in the date your Medicare Part B coverage becomes effective. Additionally, if you are eligible for Part A or Part B Medicare, whether you enroll or not, the benefits payable under the negotiated Benefit Plan will be reduced by the benefits you have received, or would have received under Medicare.

The Social Security Administration will make available to you a detailed brochure concerning the coverage provided under Medicare. All you need to do is request this from any local Social Security Administration office.
APPENDIX 5
Side Letter of Agreement
Implementation of Schedule B and Article 16.1

Schedule B – Evaluation

The parties agree that faculty undergoing Reappointment, Tenure, and Change in Rank applications during the 2014-2015 & 2015-2016 academic years shall not be subject to the Classroom Observation and Student Evaluation requirements of this collective bargaining agreement (Schedule B), but rather the requirements of the 2008-2014 collective bargaining agreement. All other provisions and procedures of the 2014-19 collective bargaining agreement shall be applicable.

Article 16.1 – Adjunct Evaluation

In order to implement the six-semester adjunct evaluation process outlined in Article 16.1 of the 2014-2019 collective bargaining agreement, the parties agree that current probationary adjunct instructors must complete six semesters of evaluation to achieve post-probationary status.

Credit for each semester of evaluations already completed shall be awarded toward the six-semester requirement, and evaluations shall continue in accordance with Article 16.1 until the six semesters of evaluations are completed.

Those probationary adjunct instructors who have successfully completed six semesters or more of evaluations and are recommended and approved shall be awarded post-probationary status.

Additionally, probationary adjunct instructors currently in their eighth semester completing the evaluation requirements of the 2008-2014 collective bargaining agreement (e.g., at least 5 evaluations) in the Spring 2015 semester shall be awarded post-probationary status. All requirements of Article 16.1 and Article 16.3 must be successfully completed before post-probationary status shall be considered and/or awarded by the College.