

AGREEMENT

Made by and between

THE BOARD OF TRUSTEES OF CAYUGA COMMUNITY COLLEGE

(hereinafter referred to as the “College” or “Employer” or “Board”)

AND

THE CAYUGA COMMUNITY COLLEGE PART-TIME FACULTY ASSOCIATION, NYSUT, AFT, AFL-CIO

(hereinafter referred to as the “Association”)

ARTICLE 1 – Recognition

The Employer hereby recognizes the Association as the exclusive collective bargaining representative of those employees in a bargaining unit at Cayuga County Community College comprised of part-time adjunct employees in instructional and non-instructional positions whose titles are set forth below. A part-time adjunct non-instructional employee is considered working 78% of a full time position, with primarily or exclusively non-instructional duties.

- Adjunct Lecturer
- Math Specialist (but may be required to teach as well)
- Wellness and Intervention Services Specialist
- Vocational & Education Counselor
- Coordinator, Bridge-to-College Programs and the First-Year Experience
- Student Success Advocate
- PT and Sub Librarian
- Clinical Instructor Sub
- Nursing Lab Instructor

ARTICLE 2 – Association and Employee Rights and Responsibilities

- 2.1 Association Membership. The Employer and the Association hereby agree that employees have the right to freely organize, join or support, or refrain from joining or supporting, the Association for the purpose of engaging in collective bargaining or negotiation and other lawful, concerted activities for mutual aid and protection. The Employer and the Association undertake and agree that they will not directly or indirectly deprive, coerce, or harass any employee in the enjoyment of any right conferred upon him/her by the provisions of Article 14 of the Civil Service Law; that they will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership, or lack thereof, in the Association or his/her participation, or lack thereof, in any lawful activity of this Association or in collective negotiations with the Employer or his/her institution of any grievance or complaint under this agreement.
- 2.2 Use of Facilities. The Association, or its representatives, shall be permitted to transact official Association business on College property conditioned upon the understanding that such usage not conflict with the normal college operations. The Association will make advance arrangements with the College pursuant to current procedures for room reservations as utilized by the faculty.
- 2.3 Dues Deductions. The Association shall notify the Employer, in writing, as to the amount of its dues and any change thereof. Upon receipt of appropriate individual member written authorization, the Employer shall deduct the regular membership dues of the Association from the salary of each such member and remit said

deductions promptly to the Association until otherwise notified in writing by the member.

2.4 Contract Distribution. Copies of this Agreement shall be printed by the College and made available upon request to all members of the bargaining unit.

2.5 Tuition Waiver. Part-time faculty members may enroll in credit courses at the College free of charge, on a space available basis (applications are available in the Human Resources Office) and subject to the following conditions:

- (a) Part-time faculty working up to an equivalent of three or four credit hours in a given semester may take up to four credit hours in the same semester. Three credits may be transferred to members of the immediate family (spouse, dependent children) during the same semester.
- (b) Part-time faculty working up to an equivalent of five or six credit hours in a given semester may take up to six credit hours or transfer up to four credit hours to members of their immediate families (spouse, dependent children) during the same semester.
- (c) Part-time faculty working up to an equivalent of seven to twelve credit hours in a given semester may take up to twelve credit hours or transfer up to seven credit hours to members of their immediate families (spouse, dependent children) during the same fiscal year in which the semester falls (September 1-August 31.)

Adjunct, non-instructional faculty are eligible for tuition waivers as set forth below:

Weekly Hours

7 – 12 hours worked – up to 4 credit hours per semester

12 ½ -17 hours worked - up to 7 credit hours per semester

17 ½ hours and over - up to 9 credit hours per semester

The following applies to all tuition waivers for adjunct faculty (instructional and non-instructional)

*Waivers cover tuition only/

*Waivers are credited after all other tuition entitlements are applied.

*Waivers may be used only for credit bearing courses.

*An Adjunct employed in both a teaching and non-teaching capacity is eligible for waivers in one category only.

*No carryover of unused credit hours is allowed beyond the applicable semester or fiscal year.

*Waivers are subject to class availability.

- 2.6 Equal Employment Opportunities. All applicants possessing the required qualifications shall receive equal opportunity for employment and upon employment shall be treated equally regardless of race, color, age, religion, sex, marital status, handicapping conditions, sexual orientation, national origin, or political affiliation in all matters including but not limited to recruitment, employment, upgrading, promotions, demotions, transfers, lay-offs, terminations, training, rates of pay and/or other forms of compensation. Additionally, the provisions of this agreement shall be applied equally to all qualified employees without discrimination as listed above. Nothing in this provision shall limit an employee's rights to pursue a remedy to a violation of this Article, which may include actions outside of the contractual Grievance Procedure.
- 2.7 Adjunct Faculty Handbook. The parties agree that the College's "Responsibilities of Adjunct Faculty Members or Adjunct Faculty Handbook ('Handbook')," as it may be amended from time to time by the College, contains important information concerning the work of an adjunct. Adjuncts should consult the foregoing for additional information about working at the College. To the extent there is any conflict between the Handbook and this Agreement, the Agreement will control.

Association members will be notified when such changes are made to the "Responsibilities of Adjunct Faculty Members or Adjunct Faculty Handbook."

- 2.8 Scheduled Class Sessions. To comply with State Education Department and College policies, all scheduled class meetings and laboratories must be held for the full-class period, although a class break of up to fifteen minutes may be allowed during longer evening classes. Faculty are expected to be present in the classroom or laboratory as scheduled.

It is understood that bargaining unit members on occasion will require the need for a substitute on a short-term basis. While adjuncts shall be afforded the right to make a recommendation as to who shall be the substitute, Division Chairs shall have the final discretion in this regard. Furthermore, the College shall have the ability to approve activities in lieu of cancelled classes which shall include workshops for students through the Center for Student Engagement and Academic Advisement.

ARTICLE 3 – Management Rights

The Employer retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services;

to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend, and discharge employees; to hire, lay off, assign, transfer, promote and determine the qualifications of employees; to determine the schedule of its various departments, and to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercises of these rights as are expressly provided in this Agreement or provided by law.

ARTICLE 4 – Employee Records

4.1 Employee Records. The College shall maintain one official Personnel File for each employee. This file should be located in the Human Resources office and shall contain, among other things, the following items:

- A. Copies of any evaluations of the employee.
- B. Information relating to the employee's academic and professional accomplishments submitted by the employee to be placed in the file at his/her request.
- C. Any other materials which become pertinent to an employee's evaluation for any purpose. The Personnel File shall be available for review by the employee's representative, under written authorization by the employee, during normal office hours.
- D. The parties expressly agree that documentation concerning an adjunct may be maintained by College personnel separate and apart from the Personnel File and may be used for any purpose with regard to the adjunct. Copies of materials shall be made by the College and furnished to the employee upon his/her request and at his/her expense.
- E. An employee will be notified at the time of inclusion, of any material that is disciplinary in nature, in his/her official Personnel File and will be provided a copy thereof.
- F. A bargaining unit member may request the removal of any document which they deem to be inappropriate, subject to the approval or denial of such request by the College.

ARTICLE 5 – Discipline

The College recognizes and subscribes to the concept of progressive discipline including:

- A. Verbal or written warning
- B. Suspension
- C. Termination

However, nothing contained in this section shall preclude the College from advancing to the final step (or skipping steps) in any circumstance deemed appropriate. Furthermore, the Union recognizes that the College maintains the right to select (or not select) adjuncts for assignment. Such does not constitute disciplinary action that would require the application of progressive disciplinary steps.

ARTICLE 6 – Compensation

Applicable salaries and matters of economic concern for the term of this Agreement shall be as set forth in Appendix A, hereto annexed and incorporated herein by this reference.

ARTICLE 7 – Other Economic Benefits

- 7.1 Retirement Programs. The Employer shall continue contributions to the several retirement programs available to employees at the rate authorized by law, and employees shall continue to be eligible for those retirement benefits and allowances permitted by law. To the extent available pursuant to law, employees may participate in the applicable New York State Retirement program.
- 7.2 Health Insurance. The College shall permit adjuncts to purchase the same health insurance benefits as provided by the College to full-time employees at the College at the Bargaining Unit member's own expense at the premium equivalent rate as determined by the College, as long as participation by the employee is permitted by the terms of the applicable health insurance plan and in accordance with applicable premium payment requirements set forth by the College. An adjunct is eligible to participate in the health insurance program only as set forth below:
 - (a) Enrollment in the health insurance program is for the period of January 1 through December 31 only. An adjunct may enroll in the health insurance program only during the College's normal, open enrollment period which currently occurs in late fall;

- (b) An adjunct is eligible to enroll in the health insurance program if, at the time of open enrollment, the adjunct is currently teaching nine (9) or more credits during the fall semester or for non-instructional adjuncts, is working 17.5 hours or more per week.
- (c) Payment of the premium shall be made by the adjunct in advance, with 25% of the premium paid to the College on each of the following dates: (1) at open enrollment; (2) February 1; (3) May 1; and (4) August 1. Failure to make the required quarterly premium payment when due results in immediate termination from the health insurance program;
- (d) Participation in the health insurance program in one calendar year does not guarantee participation in the following calendar year. If an adjunct does not meet the criteria set forth in (b) above in the open enrollment period in a fall semester, he or she is not eligible to participate in the health insurance program the following calendar year.

7.3 Malpractice Insurance. The College will provide malpractice insurance to those employees in nursing who are required to have such coverage in connection with their College employment.

7.4 Workers' Compensation Insurance. Part-time faculty members are covered by Workers' Compensation Insurance.

7.5 Credit Union. Part-time faculty members who wish to have deductions made from their wages to deposit in area banking or credit union institutions shall complete the appropriate payroll deduction forms available from the College.

ARTICLE 8 – Past Practices

This agreement represents the total agreement between the parties, and the parties agree that all past practices with respect to subjects covered by this agreement, whether expressed, inferred, or implied, which conflict with any part of this agreement are superseded by it.

ARTICLE 9 – Grievance Procedure

The Employer and the Association mutually agree that all grievances shall be processed free of coercion, discrimination, or reprisal.

- A. A “grievance” is defined as an allegation by the Association or a member or members of the bargaining unit of a violation of a specific term, condition, or provision of this Agreement.

- B. The grievance procedure shall be as follows:

Step One. Prior to the filing of any written grievance an attempt shall be made to resolve the grievance informally.

If an informal resolution is not reached, a written grievance must be filed with the College no later than ten (10) calendar days following the date on which the act or omission giving rise to the grievance occurred. A written reply to the grievance shall be made within fifteen (15) calendar days following receipt of the grievance.

Step Two. An appeal from an unsatisfactory decision at Step 1 shall be presented in writing to the office of the President by the grievant within seven (7) calendar days of receipt of the Step 1 determination. A written reply to the Step 2 appeal shall be made within ten (10) calendar days.

Step Three. An appeal to arbitration from an unsatisfactory decision at Step 2 may be made by the Association through submission in writing to the American Arbitration Association with copy to the College within ten (10) calendar days of receipt of the Step 2 determination. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply in the selection of an arbitrator and all proceedings relating to the arbitration of the grievance shall be subject to such rules and the arbitrator's determination. The President or his/her designee may initiate a contract grievance at this Step 3 and proceed directly to arbitration.

- C. The arbitrator shall have no power to add to or subtract from, modify, or expand the provisions of this agreement in arriving at the determination; shall confine the decision solely to the interpretation of this agreement; and shall not require either party to do or refrain from doing an act beyond his/her, its, or their powers, as provided by law or otherwise.

The arbitrator shall consider only the precise issue submitted for arbitration, and shall have no authority to determine any other issue or question not so submitted, nor include in the decision observations or declarations of opinion not essential to the reaching of the determination.

All fees and expenses of the arbitrator shall be equally divided between the parties, except that each party shall bear the cost of preparing and presenting its own case.

- D. The award of the arbitrator shall be in writing, shall be signed by the arbitrator, and shall be final and binding on the parties and be subject only to the provisions of Article 75 of the New York Civil Practice Law and Rules.

The parties may mutually agree in writing to extend the time limits. A failure by the Association to advance a grievance to the next step within the applicable time limits shall constitute a settlement of the grievance on the merits.

ARTICLE 10 – College Calendar

The Association shall select a representative to serve a one-year term on any College-wide calendar committee.

ARTICLE 11 – Travel Expense

- A. Lodging will be reimbursed at an appropriate rate approved in advance by the President or appropriate vice president.
- B. Upon presentation of meal receipts to the Business Office, faculty members will be reimbursed up to \$50 (including tips) per day for authorized meal expenses.
- C. Where approved in advance, travel expenses incurred on official College business will be reimbursed, if accompanied by appropriate documentation.
- D. Employees who are required to travel on official College business will be reimbursed at the approved IRS mileage rate for the use of his or her own vehicle. Travel to or between the Auburn or Fulton campus is not subject to any reimbursement.

ARTICLE 12 – Labor-Management

The parties agree that they will meet to discuss issues relating to promotions, assignments, appointments, seniority and evaluations through the formation of a Labor/Management Committee.

ARTICLE 13 – Term

This agreement shall be effective as of September 1, 2016, and remain in effect through August 31, 2024.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the dates as indicated in the manner following:

CAYUGA COUNTY COMMUNITY COLLEGE


By: 
Tony Franceschelli, Chair of the Board

Date: 5/11/23

By: 
Dr. Brian M. Durant, Ed.D., President

Date: 5/11/23

CAYUGA COUNTY COMMUNITY COLLEGE
PART-TIME FACULTY ASSOCIATION

By: 
Carolyn Stevenson, President

Date: 5/11/23

APPENDIX A
SALARIES AND ECONOMIC CONSIDERATION

Basic Salary Plans.

A. Minimum Salary Levels. The minimum salary levels for the unit job titles shall be:

1. The following rates shall apply for adjunct instructional faculty for each of the following academic years: 2016-2017; 2017-2018; 2018-2019; 2019-2020; 2020-2021; 2021-2022; 2022-2023 and 2023-2024:

<i>Adjunct Instructor</i>	<i>\$995 per credit hour</i>
<i>Adjunct Assistant Professor</i>	<i>\$1,095 per credit hour</i>
<i>Adjunct Associate Professor</i>	<i>\$1,213 per credit hour</i>
<i>Adjunct Professor</i>	<i>\$1,339 per credit hour</i>

The parties agree that if the overload rate in the full-time faculty collective bargaining agreement is increased for the period 2023-24, such increase shall also apply to the adjuncts.

B. Additional Lump Sum Payment (An individual is not eligible for the below payment unless he or she served as an adjunct instructional employee for the entirety of the period from academic year 2016-2017 through 2021-2022, subject to the language below.)

1. If an adjunct instructional employee has taught at least six (6) and fewer than nine (9) credits in each of the following academic years -- 2016-2017; 2017-2018; 2018-2019, 2019-2020, 2020-2021 and 2021-2022 he or she shall receive a one-time payment of \$1,200.
2. If an adjunct instructional employee has taught nine (9) or more credits in each of the following academic years -- 2016-2017; 2017-2018; 2018-2019, 2019-2020, 2020-2021 and 2021-2022 he or she shall receive a one-time payment of \$2,100.

Any bargaining unit member whose assignments in the 2020-2021 or fall semester of 2021 academic years were reduced in a fashion that would deny them eligibility of the above referenced one-time payment, shall be held harmless and be deemed eligible for such payment. Notwithstanding the foregoing, an adjunct who dropped to teaching zero (0) credits in 2020-2021 and the fall semester of 2021 will not be eligible for the above payment.

Such payments shall be provided within 30 calendar days after ratification by both parties.

C. Increase in Stipend Level. Procedures relative to stipend increases applicable to all adjunct faculty staff at the College shall follow both the quantitative and qualitative requirements as outlined in the “Responsibilities of Adjunct Faculty Members or Adjunct Faculty Handbook.”

D. Increases Provided to Date. The following non-instructional positions have already received increases in their salaries as set forth below:

- Math Specialist (but may be required to teach as well)
- Wellness and Intervention Services Specialist
- Vocational & Education Counselor
- Coordinator, Bridge-to-College Programs and the First-Year Experience
- PT and Sub Librarian
- Clinical Instructor Sub
- Nursing Lab Instructor

2016-17 = 1% (not to base)

2017-18 = 1.5% (not to base)

2018-19 = 1.9%

2019-20 = 1.9%

2020-21 = 2.0%

2021-22 = 2.0%

The Student Success Advocate position is paid \$23.59 per hour.

APPENDIX B ACADEMIC FREEDOM

The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties, but research contracted with an outside organization should be based upon the written consent and agreement of the President or the academic vice president.

It is the policy of the Board of Trustees to maintain and encourage full freedom, within the law, of inquiry, teaching, and research. In the exercise of this freedom, part-time teaching faculty and part-time professional staff may, without limitation, discuss their subjects in the classroom. They may not, however, claim as their right the privilege of discussing in the classroom controversial matters which have no relation to their subjects. In their roles as citizens, part-time teaching faculty and part-time professional staff have the same freedoms as other citizens. However, in their extramural utterances, they have an obligation to indicate that they are not speaking for the institution.

INTELLECTUAL PROPERTY RIGHTS

The policy governing intellectual property rights for courses at the College is essentially the same for all courses, regardless of the medium, the contents and materials developed by bargaining unit members (lecturing, illustrations, notes, test, etc.) remain the property of the part-time teaching faculty or part-time professional staff, and the course identity, its description and broader objectives, are the property of the College.