

# Agreement

by and between



Monroe Community College

and



September 1, 2022 through August 31, 2027

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# Agreement

This agreement (“the Agreement”) entered into this 1st day of August 2022, and effective September 1, 2022, by and between the Board of Trustees (“the Board”) of Monroe Community College located at 1000 East Henrietta Road, Rochester, New York, and the Faculty Association (“Faculty Association”) of Monroe Community College located at 1000 East Henrietta Road, Rochester, New York.

## *Witnesseth*

Whereas, the Board and the Faculty Association, as parties to this Agreement are desirous of entering into a written contract with respect to salaries, wages, personnel rules, and benefits, and

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement,

Now, therefore, in consideration of the foregoing mutual covenants, it is hereby agreed as follows:

## Article 1 – Definitions

- 1) The term “**Faculty**” means all full-time teaching faculty and professional staff as recognized in Article 3, Section A.
- 2) The term "**Faculty Association**" means the duly recognized representative of the Faculty for purposes of collective bargaining and grievances under the provisions of the New York State Public Employees' Fair Employment Act.

The Faculty Association represents all Faculty set forth in Article 3, Section A.

- 3) The term "**Board**" means the Board of Trustees of Monroe Community College.
- 4) The term "**working day**" means any day the college administrative offices are open for a normal day of business.
- 5) The term "**College**" shall mean Monroe Community College.
- 6) The term “**appointment year**” shall mean the length of an individual’s professional obligation to the College as set forth in the appointment letter. For those employees who are employed for a 12-month period, their appointment year shall begin on September 1 and end on August 31, with the exception of their first appointment year, which will begin on their first date of employment with the College. For traditional 10-month faculty members, the appointment year will begin on or before September 1 of each year and will end June 30 or 10 months after the beginning date, whichever is earlier. In no event shall the appointment year for a traditional 10-month faculty member begin before August 25, as determined by the academic calendar approved by the Board of Trustees. Faculty members shall not be charged leave time for days that fall outside of their appointment year.

## Article 2 – Preamble

The Board and the Faculty Association declare it to be their mutual policy that in order to promote harmonious relations between the College and the Faculty, the principle of collective negotiations is to be employed pursuant to the New York State Public Employees' Fair Employment Act and that no article or section in this Agreement is to be construed to be in any violation of the laws of the State of New York. Both parties to this Agreement furthermore affirm that public employment is to be regarded as a lifelong career and that, as such, the terms and conditions of employment and working conditions shall be of the highest caliber to attract and maintain in employment with the College, the best personnel available. The parties furthermore affirm that each member of the Faculty shall, at all times, be a dedicated, courteous, and efficient representative of the College realizing full well that each faculty member is performing an essential public service. Both parties agree that nothing in this Agreement shall be the basis for discrimination for reasons of race, color, national origin, religion, creed, age, disability, sex, gender identity, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, military status, domestic violence victim status, or criminal conviction.

## Article 3 – Recognition

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

- |                      |                                       |                                     |
|----------------------|---------------------------------------|-------------------------------------|
| 1) Adjunct Faculty   | Coordinators                          | Managers                            |
| Advisors             | Counselors                            | Professional Staff                  |
| Assistant Directors  | Department Chairpersons               | Part-time Faculty                   |
| Associate Directors  | Directors (except as indicated below) | Teaching faculty                    |
| Coaches              | Lecturers                             | Specialists                         |
| Clinical Supervisors | Librarians                            | Other Certified Instructional Staff |
- 2) This unit does not include the President, Vice Presidents, Executive Assistant to the President, General Counsel, Assistants to the President, Assistants to Vice Presidents, Associate Vice Presidents, Assistant Vice Presidents, Executive Dean, Deans, Associate Deans, Assistant Deans, Director of Human Resources, Associate Director of Human Resources, Assistant Director of Human Resources, Controller, Assistant Controller, Internal Auditor, Director of Public Safety and professional personnel of the MCC Foundation, Inc.

**Section B: Lecturers.** Persons appointed to this title shall have all rights and responsibilities of full-time faculty except any matter pertaining to tenure. Appointments shall not be greater than one year and there shall not be more than fifteen (15) individuals appointed to this title.

**Section C: Faculty Responsibilities.** The Board and the Faculty Association recognize that by long standing practice appropriate professional responsibilities of the Faculty in the various departments of the College include but are not limited to the following: teaching, performing professional and administrative duties, developing new educational media, advising and counseling students, and participating in departmental or institutional functions. In addition, the academic departments shall have primary, but not sole, responsibility for the determination of the preparation and assignment of courses and teaching schedules and the maintenance of office hours.

**Section D: Exclusivity.** The Board recognizes the Faculty Association as exclusive bargaining agent for collective bargaining and grievances until seven months prior to the expiration of this Agreement.

**Section E: Faculty Association Procedures.** It is further recognized that the Faculty Association has complete control over its internal procedures, that it may create its own committees or other mechanisms for conducting its activities as the recognized representative of the Faculty for the purpose of collective bargaining and grievances. The Faculty Association may determine the procedures of its own committees and set the qualifications for membership.

**Section F: Dues.** The College shall deduct from the wages of each faculty member and remit to the Faculty Association, on a bi-weekly basis, regular membership dues. The College shall deduct from the wages of each faculty member covered by this Agreement who is not a member of the Faculty Association, an agency shop fee equal to the regular dues levied on Faculty Association members and remit such agency fee to the Faculty Association on a bi-weekly basis.

**Section G: No Right to Strike.** The Faculty Association affirms that it does not have the right to strike against the College, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

## Article 4 - Faculty Governance

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

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

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

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

## Article 5 - Academic Freedom and Tenure

**Section A: Academic Freedom and Tenure.** The Board and the Faculty Association agree that the 1940 statement of the American Association of University Professors (AAUP) on academic freedom and tenure, and subsequent approved interpretive comments (1970), shall be used for deliberations and actions pertaining to academic freedom and tenure at the College.

**Section B: Non-renewal.** Exception to the above shall be that notice for non-renewal of a term contract, either tenure track or non-tenure track, shall be not less than six months.

## Article 6 - Faculty Personnel Records

**Section A: Official Files.** The College shall maintain only one set of official files with two sections each containing a faculty member's academic and professional records. Data necessary for processing a faculty member's salary and fringe benefits shall be excluded from the official files and shall not be considered part of the official files.

**Section B: Official Closed File Section.** The official closed file shall contain only materials accumulated prior to or pertaining to the faculty member's initial full-time appointment to the College. This section shall only be examined by the President, appropriate Vice President or designee.

**Section C: Official Open File Section.** The official open file shall contain only materials accumulated following the faculty member's initial appointment to the College.

- 1) **Addition of Material.** No material will be placed in a personnel folder except by the appropriate Vice President or designee and unless a copy of such material has been sent to the faculty member. The faculty member shall have the right to respond to any material filed and said response shall be attached to the file copy. This material must be added to the file within one year of the date that the appropriate administrator first knew of this information. After a period of five (5) consecutive years the faculty member may apply to the appropriate Vice President and seek the removal of unfavorable material from the personnel file. The only documents which shall be used as the basis for reappointment, evaluation, promotion, continuing appointment, discipline, suspension, or discharge are those that are in the official open file and accessible to the faculty member. No unsigned documents or anonymous communications shall be filed.
- 2) **Examination of File.** The open file may be examined by a faculty member with a witness. Only authorized personnel shall examine the official files and a memorandum of the use of these files, including the date, by whom used, and the purpose of the use shall be placed in the faculty member's file, except when used for day to day administrative maintenance of the files.

## Article 7 – Termination

**Section A: Temporary Appointments.** The services of the faculty members having temporary appointments may be terminated at any time by the President, notwithstanding any other provisions of this Agreement.

There shall be no right of appeal from such a termination.

**Section B: Term Appointments.** Notwithstanding any other provision of this Agreement, the services of faculty members having term appointments shall cease automatically at the end of their specified terms.

After a faculty member has received a term appointment, such faculty member may not be reappointed as a temporary for the next contractual year.

Except as provided in Article 5, there shall be no right of appeal from the non-renewal of a term appointment.

**Section C: Incapacity.** The services of a faculty member may be terminated at any time for physical or mental incapacity after receipt of the recommendation of the President and upon medical advice of the faculty member's personal physician in attendance, a College appointed physician, and, in the event of a difference of opinion, a physician recommended by the Monroe County Medical Association.

**Section D: Just Cause.** The services of faculty members on continuing appointment, as defined in the Board of Trustees' Policy Manual, may be terminated only for just cause after such notice and opportunity to be heard is provided.

**Section E: Notice.** When the President has information or has received a complaint against a faculty member containing allegations which, if true, might serve as grounds for termination for just cause, and such information or complaint is deemed by the President to be substantial, the President shall discuss it with the faculty member concerned. If the President believes that a basis for charges exists, such charges shall be served in writing upon the faculty member concerned.

**Section F: Hearing by Faculty Committee.** If a faculty member so charged requests, said faculty member shall be entitled to a hearing before a standing committee of the Faculty. The standing committee shall be selected by the individual so charged. The committee, in consultation with the President and the faculty member concerned, shall determine whether the hearing is public or private. The President shall have the option of attending the hearing, but the conduct of the hearing shall be determined by the committee. The faculty member charged shall be entitled to be present, to be represented by a person of the faculty member's choice, to present witnesses on the faculty member's own behalf, and to confront and question witnesses against said faculty member. All testimony shall be taken under oath. A full stenographic record of the hearing will be taken and made available to parties concerned. The committee shall transmit its decision to the Board, accompanied by a transcript of the hearing.

**Section G: Procedure After Hearing Before Faculty Committee.** After receipt and review of the decision of the faculty committee and the transcript of the hearing by the Board, the Board may elect to accept the decision of the faculty committee or to review the case based upon the record of the hearing, accompanied by argument, oral or written or both, by the principals or their representatives. The decision of the faculty committee shall be sustained, or the proceeding be returned to the faculty committee with objections specified. After reconsideration by the faculty committee, the Board shall make its final decision.

**Section H: Hearing by Board of Trustees.** If the faculty member charged does not request a hearing before a faculty committee, said faculty member may request a hearing before the Board. The Board, in consultation with the President and the faculty member concerned, shall determine whether the hearing is public or private. The Board shall elect one of its own members to act as presiding officer, shall have the option of being represented by counsel, and shall determine the conduct of the hearing. The faculty member charged shall be entitled to be present, to be represented by a person of the faculty member's choice, to present witnesses on the faculty member's behalf, and to confront witnesses against said faculty member. All testimony shall be under oath. A

full stenographic record of the hearing shall be taken and made available to the parties concerned. The decision of the Board, upon the completion of the hearing, shall be final.

**Section I: Rights of Appeal.** A decision of the Board to terminate the services of a faculty member may be appealed in the courts as provided by law. Such decision shall not be subject to the grievance procedure of this Agreement.

**Section J: Failure to Testify.** If the faculty member charged refuses to answer at the hearing a question pertinent to the charges against said faculty member, the Board may regard such refusal as sufficient to warrant that the faculty member's services be terminated.

**Section K: Failure to Attend Hearing.** If the faculty member charged fails to request or to attend a hearing, the Board may, after receiving the recommendation of the President, take such action, if any, as it deems advisable. There shall be no right of appeal from such action of the Board.

**Section L: Suspension.** If the President deems it to be in the best interest of the College, a faculty member upon whom charges have been served may be suspended by the President, with or without salary, pending final action upon such charges by the Board.

If a faculty member against whom charges have been served is suspended without salary and subsequently is reinstated to the faculty member's position by action of the Board and no disciplinary action against said faculty member is taken by the Board, the faculty member shall be paid the salary which otherwise would have been received during the period of such suspension.

**Section M: Termination Procedures for Full time Faculty Not Accorded Full Academic Rank.**

- 1) **Probationary Period.** The procedures contained in this section are not available until a faculty member has completed five consecutive full-time annual appointments.
- 2) **Just Cause.** The services of a faculty member who is not accorded full academic rank may be terminated for cause after notice and opportunity to be heard is provided as described below.
- 3) **Notice.** When the appropriate Vice President has information or has received a complaint against a faculty member containing allegations which, if true, might serve as grounds for termination for just cause and such information or complaint is deemed by the appropriate Vice President to be substantial, the Vice President shall discuss the problem with the faculty member concerned. If the appropriate Vice President thereafter believes that a basis for charges exists, a written notice specifying such charges shall be served upon the faculty member concerned. No such notice may be issued for acts that occurred more than two years prior to the service of the notice of discipline.
- 4) **Hearing.** If a faculty member so charged requests, said faculty member shall be entitled to a hearing before a panel of three persons, chosen as follows: the College and the Faculty Association shall each select one member of the panel; the two members thus chosen shall select by mutual agreement the third member of the panel. The panel, in consultation with the appropriate Vice President and the faculty member charged, shall determine whether the hearing shall be public or private. The appropriate Vice President shall have the option of attending the hearing. The faculty member charged shall be entitled to be present, to be represented by a person of the faculty member's choice, to present witnesses in the faculty member's own behalf, and to confront and question witnesses against said faculty member. All testimony shall be under oath. A full stenographic record of the hearing will be made available to the parties concerned. The decision of the hearing panel shall be transmitted to the appropriate Vice President and to the faculty member so charged, accompanied by a transcript of the hearing. A decision of a majority of the panel is sufficient.

- 5) **Rights of Appeal.** After transmittal of the decision of the hearing panel and the transcript, the faculty member so charged, or the appropriate Vice President may elect to appeal the panel's decision to the President. The faculty member and the Vice President may submit to the President a brief or report in support of their position. The President shall review the transcript and any briefs or reports so submitted and will either affirm or reverse the decision of the hearing panel. The decision of the President shall be final and shall not be subject to grievance procedures.
- 6) **Suspension.** If the appropriate Vice President deems it to be in the best interest of the College, a faculty member upon whom charges have been served may be suspended by the appropriate Vice President, with or without salary, pending final action upon such charges pursuant to this Article. If a faculty member against whom charges have been served is suspended without salary, and subsequently is reinstated to their position pursuant to this Article, and no disciplinary action against such faculty member is taken, the faculty member shall be paid the salary which he/she otherwise would have received during the period of such suspension.
- 7) **Failure to Request a Hearing.** If the faculty member charged fails to request a hearing, the President may, after receiving the recommendation of the Vice President, take such action, if any, as deemed advisable.

**Section N: Employee Discipline.** If a Faculty Association represented member is called into a meeting with an investigating manager in which the member is a likely subject of discipline, the member will be advised of their right to representation by the Faculty Association. Management acknowledges its long-standing practice that the Faculty Association will be timely consulted about any incident that has disciplinary implications prior to any final disciplinary action.

## Article 8 - Retraining, Crossover Assignment, Reassignment, Reduction in Force, and Recall

**Section A: Determination.** For Faculty having completed five consecutive years of full-time employment except for those with temporary and grants funded status, reassignment and/or reduction in force, as determined by the College, may result from an underutilization of staff, program retrenchment or financial exigency.

### **Section B: Utilization of Staff.**

- 1) **Annual Review.** There shall be an annual review process conducted by the President or the President's designee to determine any anticipated problems, such as underutilization of staff, enrollment declines or other program difficulties. Areas within the College that anticipate growth and a need for additional faculty members will be indicated. Prior to notification, the appropriate division head and/or Vice President shall meet with the affected department to discuss anticipated problems.
- 2) **Notification of Underutilization of Staff and/or Program Retrenchment.** At least one (1) year in advance of the effective date of reassignment and/or reduction of faculty, the President shall notify in writing the faculty member, the chairperson of the Faculty Resources Committee, the department affected, the appropriate division head and/or Vice President, and the President of the Faculty Association. The President or their designee shall meet with the chairperson of the Faculty Resources Committee and of the department affected to discuss appropriate utilization of the faculty. The effective date of layoff shall be August 31.

**Section C: Financial Exigency.** If a layoff is anticipated due to a financial exigency, the President shall notify in writing the faculty member(s) affected and the Faculty Association at least thirty (30) working days prior to the effective date of said layoff. The College and the Faculty Association will discuss possible ways of avoiding such a layoff. Such discussions will not extend the effective date of layoff except by written agreement of both parties to this Agreement. The College shall first determine which non-personnel expenditures shall be curtailed before laying off faculty.

**Section D. Identification.** In the department affected, full time faculty with the least seniority shall be the first to be reassigned or laid off.

Seniority shall be based upon the number of years of service from the initial date of fulltime employment at the College, minus non-compensated leaves of one semester or more. In situations where two or more faculty members have the same number of years of service based on the above, the following criteria, in the order listed, shall be used to determine seniority:

- 1) Part time employment prior to full time employment.
- 2) Adjunct employment prior to part time or full-time employment.
- 3) Date of application for full time employment.
- 4) Date of full-time appointment letter.

The College shall maintain a seniority listing of full-time faculty by department as determined from the above criteria.

**Section E: Crossover Assignment.**

- 1) Crossovers are encouraged by the various departments as an educationally effective means of maintaining educational standards and enabling the College to most effectively utilize existing Faculty.
- 2) Crossover assignments will be possible when course offerings or job assignments are available because of resignation or retirement; when adjunct, part time, or overload sections are currently offered by the departments; and when program expansion and/or enrollment increases are anticipated. A full-time position will be considered available in a teaching department if 36 contact hours were utilized for overload/adjunct sections during the previous year.
- 3) Faculty seeking crossover assignments in another department shall meet the required standards for the specific job assignment(s). These standards shall not exceed those which applied when the most recent department members were hired. The department, upon request, shall convey to the faculty member its written standards and its position on the faculty member's qualifications in relation to these standards.
- 4) When a crossover assignment is part of a plan leading to reassignment and that plan has been approved by the appropriate Vice President, the Faculty Resources Committee, and the receiving department, the faculty member shall be eligible for the following assistance:
  - a. Use of tuition reimbursement funds, federal, state, local, or other funds which may become available for retraining purposes.
  - b. Release time up to the equivalent of fifty percent of the faculty member's normal workload for one appointment year. Such release time may be utilized over a period of no more than two years.
  - c. Non-compensated leaves of absence for retraining purposes.
  - d. During a non-compensated leave of absence for retraining purposes and for a period of up to one year, the College shall continue the same fringe benefits program.

- 5) Faculty with crossover assignments maintain all rights and privileges in their original departments.

**Section F. Reassignment.**

- 1) Reassignment will be possible when departmental positions are available because of resignation or retirement; when adjunct, part time, or overload sections are currently offered by the departments; and when program expansion and/or enrollment increases are anticipated. Faculty identified for reassignment or layoff shall be considered for reassignment only to departments that have or anticipate a need for additional faculty members.
- 2) Faculty seeking reassignment to another department shall meet the required standards for entrance into that department. These standards shall not exceed those which applied when the most recent department members were hired. The department, upon request, shall convey to the faculty member, the Faculty Resources Committee, the appropriate Division Dean or Vice President, its written standards, and its position on the faculty member's qualifications in relation to these standards. A full-time position will be considered available in a teaching department if 36 contact hours were utilized for overload/adjunct sections during the previous year.
- 3) A faculty member identified for reassignment shall consult with the original department, the receiving department, the Faculty Resources Committee, the appropriate Division Dean or the Vice President in developing an acceptable retraining plan. The resulting plan shall be reviewed and approved by the receiving department, the Faculty Resources Committee, the Division Dean, and the appropriate Vice President. Reassignment will take place on a date indicated in the approved plan providing the requirements of the plan have been met.
- 4) A faculty member whose retraining plan has been fully approved shall be eligible for the following assistance relative to retraining efforts:
  - a. Use of tuition reimbursement funds, federal, state, local, or other funds which may become available for retraining purposes.
  - b. Release time up to the equivalent of fifty percent (50%) of the faculty member's normal workload for one appointment year. Such release time may be utilized over a period of no more than two years.
  - c. Non-compensated leave of absence for retraining purposes.
  - d. During a non-compensated leave of absence for retraining purposes and for a period of up to one year, the College shall continue the same fringe benefits program.
- 5) If a faculty member is reassigned to another department under the terms of this article, and a vacancy should occur in the former department, the faculty member shall have the right of first refusal to be reassigned back to the former department. In the event that two or more faculty members have been reassigned from the same former department, the right of first refusal will be given to the faculty member with the most seniority.

**Section G: Departmental Review.** A faculty member who has been reassigned to another department under the terms of this article shall be subject to the following conditions:

- 1) The receiving department shall review the job performance of the reassigned faculty member at least once each semester, during a period not to exceed four semesters.
- 2) The criteria to be used in this review process shall be the Faculty Evaluation Guidelines (Article 54).

- 3) The purposes of this review shall be to evaluate critically the faculty member's effectiveness in fulfilling new responsibilities and to offer assistance and advice on any aspects of the faculty member's performance in need of further attention and improvement. The accomplishments, strengths, and progress made by the faculty member will also be identified in the review. Upon the receipt of a positive review after the first, but no later than the fourth semester (second year), this special review process will terminate.
- 4) If the reviewing department is dissatisfied with the performance of the faculty member after reasonable efforts have been made to provide advice, guidance, and opportunities for retraining, the department shall refer the matter to the appropriate Division Dean for recommendation to the appropriate Vice President who shall make a recommendation to the President. This recommendation should be made no later than the end of the third semester (one and one-half years) of the review period.
- 5) The President, after reviewing the faculty member's performance, the circumstances involved, the recommendation of the department, the recommendation of the appropriate Division Dean, and the recommendation of the appropriate Vice President, shall make a determination on the feasibility of retraining and/or reassignment of the faculty member to another position at the College. In the event the President does not recommend additional retraining or reassignment, the Board and the Faculty Association shall be notified and the Faculty Association may communicate its views prior to final action by the Board.

**Section H: Recall.** Recall may result because of an additional need for Faculty, program reestablishment or the alleviation of financial exigency. A tenured faculty member who is laid off will retain seniority at the effective date of layoff for up to three (3) years.

During that three-year period, the faculty member shall be notified of any professional vacancy in the College that the faculty member is then qualified to fill.

Recall shall proceed according to the principles of seniority. Recalled Faculty shall be reappointed at the same rank and employment status held at the time they were laid off. If the laid off faculty member is not recalled within the three-year period, the faculty member's appointment and seniority shall automatically be terminated.

## Article 9 - Vacation Leave

### **Section A: Accumulation.**

- 1) All professional staff will accumulate vacation at the rate of two (2) days per calendar month.
- 2) By August 31 of each calendar year, no member of the professional staff may have vacation leave in excess of 20 days in their vacation bank. Any days in excess of 20 will be forfeited.
- 3) On September 1 of each calendar year, a member of the professional staff may exchange up to five (5) accumulated vacation days at said member's rate of pay on August 31 of the previous year.
- 4) Vacation leave may be taken at such time as is deemed appropriate by the member's supervisor.
- 5) Members of the professional staff who terminate employment shall be compensated for all accumulated vacation on the next pay day following resignation.
- 6) Members of the teaching faculty shall not accumulate vacation.

**Section B: Working a Scheduled Holiday/Vacation Day.** If a faculty member is asked to work on an official College holiday or if a faculty member has approved scheduled vacation time and is subsequently asked to work on that day, the faculty member has the option of receiving equal time off or equal compensation for time worked in lieu of time off.

## Article 10 - Sick Leave

**Section A: Computation.** Faculty shall earn sick leave at the rate of twelve (12) days per year. This leave will be credited at the rate of one (1) day per month. These credits become cumulative up to a maximum of two hundred twelve (212) days.

The unit of computation for sick leave credits for teaching faculty shall not be less than one half day. Professional staff may charge sick leave in any increment.

If a teaching faculty member reports absent during a regular teaching semester, the faculty member will be charged one (1) day sick leave for each weekday until such teaching faculty member resumes their duties.

Teaching faculty on documented extended sick leave (in excess of five (5) consecutive workdays) will be charged one (1) day sick leave for each weekday during the contractual year. No sick days will be charged for designated holidays, winter break, spring break and, for 10-month employees, for days outside the appointment year.

Sick leave constitutes absence for reasons of illness or injury, dental, optical or medical appointments, quarantine regulations and serious illness in the immediate family or household requiring care and attendance by the faculty member or when through exposure to a contagious disease a physician certifies that the faculty member's presence at place of duty jeopardizes the health of others.

Immediate family includes parents, stepparents, spouse, domestic partner, children, stepchildren, children of a domestic partner, brother, sister, grandparents, grandchildren or any person who is an actual member of the faculty member's household. Charges against earned sick leave credits shall be made only when absence for illness occurs on a working day. Sick leave credits cannot be earned during periods of leave of absence without pay.

**Section B: Sick Leave at Half Pay.** After all earned sick leave credits have been used, Faculty having continuing appointments may, upon the approval of the President, be granted sick leave with one half pay for a period of six months continuing from the expiration of the normal sick leave period.

**Section C: Authorization by Board of Trustees.** In unusual circumstances where undue hardship is evident, sick leave with half pay, in addition to that already authorized in Section B may be granted by the Board upon the recommendation of the President.

### **Section D: Teaching Substitutes.**

- 1) **Planned absence.** The College will provide paid substitute teaching faculty from the first day of a planned sick leave absence when one-week advance notice is given to the appropriate department chairperson.
- 2) **Unplanned absence.** When sick leave is unplanned and necessitates coverage for one week or less, the substitute will not receive compensation. If unplanned sick leave extends beyond one week, the substitute will receive compensation from the first day of absence.

**Section E: Reporting.** When absence is necessary under the provisions of sick leave, the faculty member or person acting in their stead must notify the office of the appropriate Department Chair or Director or designee in a timely fashion so that adequate provision can be made to cover the absence. A standardized form will be developed for this reporting with a copy provided for the faculty member.

Faculty members are expected to submit an authenticated biweekly statement, indicating the amount of leave taken during the period. The form for reporting leave is included in the Appendix. Failure to submit this report by the appropriate return dates will result in a loss of accumulated leave for that period. No accumulation will be recorded until the necessary reports are completed to the current date. If the above procedure cannot be followed due to illness, appropriate credit will be given at the time the individual returns to work.

**Section F: Additional Sick Leave.** After the completion of five (5) years of service, each faculty member shall be granted, in addition to earned sick leave, up to a maximum of thirty (30) days of sick leave if a certificate or affidavit by the attending physician showing the incapacity or inability of the member to perform duties is submitted to the College. Any of the 30 days that were not used as a result of this provision will be held in a separate "bank" to be used in the future.

This provision is a contract grant of thirty (30) days sick leave and can be used as needed during a faculty member's employment at the College.

In addition, faculty members who have not accumulated the necessary sick leave credits may be granted by the President, a maximum of thirty (30) days advance leave which shall not be deducted from future accumulations of sick leave.

**Section G: Catastrophic Sick Leave Bank.** For the first year of this agreement, no employee contributions of sick leave to the catastrophic leave bank are needed. The Labor-Management Committee will review annually the contribution formula to ensure adequate days in the catastrophic bank. If additional days are needed, as determined by the Labor-Management Committee, each faculty member shall on September 1st of each year contribute one day of sick leave from their sick leave accumulation. These sick leave days will be accumulated in a catastrophic sick leave bank and would be available to each contributor who has exhausted individual sick leave and is required to be on leave because of a verifiable illness or disability. The individual lifetime maximum amount that any one person can draw from this bank is ninety (90) days. Disputes regarding the verification of illness shall be resolved by a College-appointed physician.

## Article 11 – Parental Leave

**Section A: Notification of Pregnancy.** A faculty member who is pregnant shall notify the appropriate department head, Division Dean, or Vice President in writing of the desire to take leave and shall give such notice as soon as possible. The faculty member shall provide the College with the attending physician's approval of the length of time said faculty member may remain at work. The faculty member may, with the attending physician's approval, continue in active employment as late as said approval indicates.

**Section B: Charging of Leave.** All or any portion of a leave taken by a pregnant faculty member because of, connected with, or resulting from said pregnancy may be charged to available vacation leave or sick leave in accordance with Articles 9 and 10.

### **Section C. Additional Leave.**

- 1) All full-time faculty will be eligible to receive twenty (20) consecutive days of paid parental leave. These days may be taken consecutively or, when mutually agreed upon by the faculty member and the supervisor, may be taken non-consecutively. Accessing such leave will commence on the birth or adoption of a child, must be taken after any documented sick leave and must be taken within six (6) months of the birth/adoption unless documented medical leave extends beyond six months. For parents other than the birth mother, such leave may be taken any time within six months of the birth/adoption. Designated holidays, winter and spring breaks and, for 10-month employees, days outside the appointment year do not apply to the use of such parental leave for teaching faculty.
- 2) During the first year of this agreement, 2000 hours will be moved from the Catastrophic Sick Leave bank to the Parental Leave bank. The Labor-Management Committee will review annually the contribution formula to ensure adequate days in the parental leave bank.
- 3) A faculty member shall be entitled upon request to additional unpaid leave to be taken up to one year after birth.

**Section D: Child Rearing.** A faculty member may be granted leave for child rearing in accordance with the guidelines established under Article 18 (Other Leaves of Absence).

**Section E: Return from Leave.** A faculty member on leave shall be treated in accordance with the provisions of Article 19 (Rights and Benefits of Faculty Members on Leave).

## **Article 12 - Adoption Leave**

**Section A: Leave.** A faculty member who is adopting a minor child may be granted leave in accordance with Article 11, Section C.

**Section B: Return.** A faculty member has the right to be reinstated in a position of equivalent pay within one year from the adoption date in accordance with the provisions of Article 19 (Rights and Benefits of Faculty Members on Leave).

## **Article 13 - Leave for Professional Advancement for The Benefit of The College**

**Section A: Policy.** A restricted number of leaves for professional advancement may be made available to Faculty who meet the requirements set forth. The objective of such leave is to increase each faculty member's value to the College in relation to the annual college goals and thereby improve and enrich its program. Such leave shall not be regarded as a reward for service nor as a vacation or rest period occurring automatically at stated intervals.

**Section B: Purpose.** Leaves for professional advancement shall be granted for study, formal education, research, writing, or other experiences of professional value.

**Section C: Eligibility.** Faculty who have completed at least six years of service within the College, or who, if they previously have had a leave for professional advancement, or sabbatical leave and have completed at least six years of service within the College from the date of return from their last leave, shall be eligible for leave for professional advancement.

**Section D: Terms and Conditions.** Leaves for professional advancement may be granted for periods of one year at rates not to exceed one half salary or for periods of one-half year at rates not to exceed full salary. Faculty on leave for professional advancement may, with the prior approval of the President, accept fellowships, grants in aid or earned income to assist in accomplishing the purpose of their leaves. In such cases, the President may adjust the leave for professional advancement salaries to reflect such income, either prior to or during the periods of such leave, so that total compensation shall not exceed the total gross income of the faculty member for the period if said faculty member was not placed on the leave for professional advancement.

**Section E: Applications.** Applications for leaves for professional advancement shall be submitted to the appropriate Vice President, the Division Dean, and to the appropriate faculty governance committee on leaves for professional advancement as early as possible, usually about the first of January but in no event later than March 1. The College shall appoint one ex-officio standing member of the aforementioned committee. Each application shall include a statement outlining the program to be followed while on leave, indicating any prospective supplementary income and stating that the applicant intends to continue as a faculty member for at least one year of service upon return from the leave, and will also submit a comprehensive leave for professional advancement report to the President within three months from the date of return.

**Section F: Procedures.** Copies of the application are to be presented to the appropriate Department Chairperson, Division Dean, Vice President, and the ad hoc committee on leaves for professional advancement. The faculty ad hoc committee will then review the applications and make its recommendations to the President. The Vice Presidents then recommend to the President the number of Faculty who should be granted leave. The final recommendation to the Board will be made by the President, in consideration of the above recommendations and the financial position of the College.

**Section G: Approval.** The Board may grant such leaves for professional advancement as it deems appropriate, upon the recommendation of the President.

**Section H: Substitutes.** During the absence on leave for professional advancement of faculty members, the President shall make appropriate arrangements for carrying on the activities of the College with due regard to the reasonable workload of other faculty members. Faculty on leave shall not be required or permitted to contribute toward the salary of substitutes during their absence.

## Article 14 - Bereavement Leave

In the event of death in the immediate family, a faculty member shall be eligible for four (4) working days with pay. "Immediate family" shall include parent, stepparent, foster parent, spouse, domestic partner, mother-in-law, father in law, parent of domestic partner, child, stepchild, child of a domestic partner, brother, sister, grandparents, grandchildren, or any other individual who is an actual member of the faculty member's household. Normally, said absence is to be reported to the appropriate Division Dean or Vice President on the first day.

## Article 15 - Personal Leave

Each ten (10) month teaching faculty member and twelve (12) month teaching faculty member will receive three (3) personal leave days per appointment year to be used for personal business. Each professional staff member will receive four (4) personal leave days per appointment year.

Personal leave days will not accumulate from year to year. Such leave must be approved in advance by the appropriate administrative person. Unused personal leave days will be added to the faculty member's sick leave bank at the end of the fiscal year.

## Article 16 - Leave for Jury Duty, Court Attendance or Official Hearing

On proof of the necessity of jury duty, attending court, or official hearing pursuant to subpoena or other order of the court, Faculty shall be granted a paid leave of absence. The appropriate administrative person shall be notified in advance by said faculty member requesting such leave. Upon notification to serve jury duty, the faculty member will advise the appropriate Vice President or Division Dean. In order to best accommodate the faculty member's work schedule, the faculty member will seek a deferment. Substitutes for faculty on leave for jury duty shall be paid from the first day.

Any faculty member who takes leave pursuant to this article shall remit to the College all remuneration received less parking and mileage fee reimbursement during the period of leave.

## Article 17 - Military Duty

Any faculty member who is required to render ordered military duty shall notify as soon as possible the appropriate Vice President and such leave will be granted as authorized under the laws of the United States or the State of New York. The time allowed for such military leave shall be reported to the appropriate authorities in conformance with the prescribed regulations.

## Article 18 - Other Leaves of Absence

**Section A: Application.** Applications for leaves of absence, without salary, shall be made to the President. Each such application shall include a statement of the purpose for which the leave is requested, its anticipated duration, and its value to the applicant or the College.

**Section B: Approval.** The President may grant Faculty, other than persons having temporary appointments, a leave of absence, without salary, not to exceed a total of three (3) months during each year of service. The Board, after receiving the recommendation of the President, may grant a leave of absence, without salary, for any period beyond three (3) months.

**Section C: Notification.** The College shall notify applicants for such leave in a timely fashion.

## Article 19 - Rights and Benefits of Faculty on Leave

**Section A: Compensated Leave.** Faculty on compensated leave for professional advancement shall continue to receive the benefits and protection of this Agreement.

**Section B: Non-compensated Leave for Professional Advancement.** Faculty on non-compensated leave for professional advancement shall, upon their return, begin receiving compensation and advancement of seniority as though they had been employed by the College during such leave. Faculty on non-compensated leave for professional advancement receive no economic fringe benefits paid by the College while on leave. Faculty on non-compensated leave for professional advancement may maintain health insurance, life insurance and disability insurance at the faculty member's own expense.

**Section C: Non-compensated Leave, Not Related to Professional Advancement.** Faculty on non-compensated leave, not related to professional advancement shall be reinstated at the rank and seniority held at the time of departure. The salary for a returning faculty member will be computed by using the base salary previously paid plus the raise, if any, for the year the faculty member returns.

Faculty on non-compensated leave not related to professional advancement receive no economic fringe benefits paid by the College while on leave. Faculty on non-compensated leave not related to professional advancement may maintain health insurance, life insurance and disability insurance at the faculty member's expense.

## Article 20 - Health Insurance

**Section A: Coverage.** Faculty and their qualified family members, including domestic partners and the children of domestic partners, shall be eligible for college-sponsored health insurance coverage.

**Section B: College Contribution toward Health Insurance.** The College will contribute 80% of the premium cost of the PPO plan, 80% of the premium cost of the Enhanced Plan, and 85% of the cost of the Standard Plan. Faculty members will be responsible for the balance of the premium cost of the plan.

Faculty member contributions will be paid through payroll deduction on a pre-tax basis.

Any other plans, when and if offered, enrollees shall contribute 15% of the premium cost of the plan.

**Section C: Health Coverage Options.** The college agrees to offer a variety of health insurance options including point of service and preferred provider plans. The college agrees to offer options the cost of which will exceed the college contribution.

**Section D: Health Insurance Coverage for Retired Faculty.** (See Article 27, Section D).

## Article 21 - Dental Insurance

Faculty shall be eligible to enroll in the College-sponsored Blue Cross/Blue Shield MCC Smile Saver Program. This program includes 70% for Class II (Basic Restorative), 70% for Class III (Major Restorative), and 50% for Class IV (Orthodontic) services. This coverage applies to the Blue Cross/Blue Shield Schedule of Allowances.

The College will pay the full cost of this benefit.

## Article 22 - Life Insurance

Faculty up to age 75 shall be entitled to membership in the College-sponsored Life Insurance Program. The College reserves the right to change insurance carriers as long as comparable benefits are provided. This program consists of an amount of insurance equal to two- and one-half times the annual salary to a maximum of \$250,000. Any faculty member electing to participate in this program shall have 50 percent of this premium paid by the College.

If available through the carrier, a faculty member may add an additional one and one-half times annual salary at their own expense.

## Article 23 - Disability Insurance

Faculty shall be eligible for membership in the College-sponsored Group Disability Program.

The total disability insurance program includes a monthly waiver benefit which provides for payment of retirement premiums while the individual is receiving disability benefits. For new faculty members of the College there is a one year waiting period for actual enrollment. This program, subject to a six-month waiting period by the enrolled faculty member, provides 60 percent of the basic monthly salary to a maximum monthly income benefit of \$5,000.

The above benefits are reduced by any Social Security payments or disability payments payable under New York State Teachers' Retirement System or New York State Employees' Retirement System.

The disability insurance program shall contain the three percent (3%) escalator clause. Any faculty member electing to participate in this program shall have 50 percent of this premium paid by the College.

## Article 24 - Liability Insurance

The College agrees to provide liability insurance protection for Faculty arising out of any act or omission which occurred or is alleged to have occurred while the faculty member is acting within the scope of their public employment or duties. Coverage is \$10,000,000 per person, per event.

## Article 25 - Flexible Spending Account

Each year each faculty member can create flexible spending accounts for medical and child care expenses on a pre-tax basis as permitted by law. Current law permits a maximum of \$2,550 can be used for unreimbursed medical expenses and a maximum of \$5,000 can be used for dependent childcare. Each year of this Agreement, the College will distribute \$762 per person to Faculty which can be used for such deductible expenses as permitted by the IRS.

Monies designated to those accounts but not used during the year cannot be returned to the individual, however, up to \$500 of unused monies will automatically be rolled over to the following year. Unused monies in excess of \$500 will be used in subsequent years to offset the administrative cost of the program. The monthly administrative charge required by the plan shall be the responsibility of the faculty member.

## Article 26 - Tuition Reimbursement

The College agrees to budget the amount of \$80,000 per year for tuition reimbursement. This reimbursement is available only for courses at duly accredited colleges and universities.

A deadline of August 31 shall be established for the submission of any request for tuition reimbursement. Any requests submitted later than August 31 will be considered only after the initial approved requests have been honored.

The maximum amount available for any year is \$4,000 per faculty member. The maximum amount available will be distributed equally when the total approved request exceeds the budgeted amount.

A voucher policy will be established with any colleges or universities that agree to payment by voucher. If a voucher payment is not possible, payment for tuition of an approved request will be made to the faculty member who can satisfactorily show proof of enrollment. A faculty member who has received a tuition payment must notify the College of a successfully completed course. If a course is not successfully completed, the faculty member must reimburse the College through payroll deduction.

## Article 27 – Retirement

**Section A: Membership in Retirement Programs.** Faculty members may, if eligible, become members of any one of the following systems: New York Employees' Retirement System, New York State Teachers' Retirement System, or Teachers Insurance and Annuity Association (TIAA) and College Retirement Equities Fund (CREF).

In accordance with New York State regulations, a faculty member not electing a system within thirty (30) days of the faculty member's eligibility date will automatically become eligible only for the New York State Teachers' Retirement System. The retirement program shall be paid by the College to the full extent permitted by law.

**Section B: Voluntary Retirement.** Faculty members who wish to retire under the provisions of the retirement systems of which they are members shall, prior to applying for such retirement, notify the President with respect to the effective date of such retirement.

**Section C: Application for Unused Sick Leave.** All members, except members of the New York State Teachers' Retirement System, are granted application of unused sick leave as additional service credited towards their retirement program (not to be paid in cash to the individual) upon retirement up to a total of 212 days.

### **Section D: Health Insurance Coverage for Retired Faculty.**

- 1) For those retired faculty with fifteen (15) or more continuous years of full-time service as employees of the College, who have reached the age of 55 or for those retired faculty with a minimum of 12 years continuous full-time service who have reached age 65 at the time of retirement, the College agrees to provide health insurance coverage that approximates the coverage provided to active employees. For those faculty who are eligible for Medicare, the College agrees to provide additional health insurance coverage which increases their coverage to that approximating the non-Medicare faculty. The Board may grant the above benefit to a retiree with less than fifteen (15) years of service.
- 2) Health insurance eligible employees who retire prior to 9/1/2014 will receive fully paid health insurance premiums.
- 3) Effective 9/1/2014, the College contribution to health insurance premiums for those retirees eligible for employer provided health insurance coverage will be as follows:
  - a. For health insurance eligible retirees with 25 or more years of service, the College will contribute 100% of the health insurance premium cost.
  - b. For health insurance eligible retirees with 20-24 years of service, the College will contribute 95% of the health insurance premium cost.
  - c. For health insurance eligible retirees with less than 20 years of service, the College will contribute 90% of the health insurance premium cost.

- 4) Effective 9/1/22, the College contribution to health insurance premiums for those retirees hired after 9/1/22 who are eligible for employer provided health insurance coverage will be as follows:
  - a. For health insurance eligible retirees with 20 or more years of service, the College will contribute 82% the health insurance premium cost.
  - b. For health insurance eligible retirees with less than 20 years of service, the College will contribute 70% of the health insurance premium cost.

**Section E: Phased in Retirement Program.** Members who have at least 12 years of service with Monroe Community College and have met or who are within one to three years of meeting the requirements in Article 27 for retirement from the College may elect a phased in retirement option over a period of no more than three years. This option, if elected, will reduce the faculty member's workload and salary for the duration of the "phased in" retirement. The minimum amount of workload reduction for this program is 20% and may be up to 50%, taken in 10% increments when possible.

- 1) **Work Assignments.** An employee who elects the phased in retirement option will have their workload reduced a minimum of 20%, up to a maximum of 50%, and a corresponding reduction will be made to the individual's salary. Workload reductions are subject to approval by the employee's immediate supervisor and the Vice President of their division. Mutually agreed upon changes may be made to the employee's assignment to allow for participation in this program if those changes are consistent with the employee's job responsibilities and duties at the time that they elect to participate in this program. Any FCH taught beyond the reduced workload, including summer and intersession, will be compensated at the overload rate.
- 2) **Irrevocable Letter of Retirement.** To be eligible for this phased in retirement option, the employee must submit an irrevocable letter of retirement. The employee's eligibility for retirement benefits will be determined by the collective bargaining agreement in effect on the date of the letter. A summary of the employee's benefits in retirement shall be provided to the employee once the request for participation in this program is approved. By submitting the irrevocable letter of retirement, the employee is relinquishing their continuing or annual appointment in exchange for a term appointment with basic due process protections.
- 3) **Professional Responsibilities.** Employees who elect to participate in this program are subject to the same professional responsibilities that they had prior to their participation in this program. Employees participating in this program are expected to maintain the same level of effort and quality of work that was expected prior to their decision to retire and failure to maintain this level of effort or quality of work may result in the employee having to retire earlier than anticipated under the program. Prior to invoking the right to require the employee to retire earlier than anticipated, management will meet with the employee, counsel them regarding their work performance and allow them a reasonable time to improve their work performance. Management will advise the employee of their right to have a Faculty Association representative in any meeting that addresses their performance and that could lead to the early termination of their participation in this program. If the employee fails to improve after counselling, the College may force early retirement by not renewing the term appointment after giving the employee the contractually specified minimum of six months' notice for term appointments or half of the time remaining in their phased retirement plan if that time is less than six months.
- 4) **Entitlement to Benefits.** Employees who elect to participate in this phased in retirement program will maintain the same health, dental, life and disability insurance benefits in place at the time that they submit their irrevocable letter of retirement. An employee who elects to participate in this program will have their paid time off benefits (vacation, personal and sick leave) reduced by the same prorated amount as their workload and salary reduction. Should a wage increase be negotiated during the employee's phased in retirement period, the employee will receive the

negotiated increase. If the increase is a dollar amount, rather than a percentage, the employee will receive a prorated share of the dollar amount increase – this prorated share will be the same as the employee’s prorated workload. A percentage increase will be based on the employee’s prorated salary under this program. Employees who participate in this program shall not be eligible to participate in: Parental/Adoption Leave, Tuition Reimbursement, Salary Equity, Leave for Professional Advancement for the Benefit of the College, and Early Retirement.

- 5) Approval. Participation in this program shall be subject to the approval of the employee’s immediate supervisor and divisional vice president. The decision to deny an employee’s request for phased in retirement will be subject to the grievance procedure but is not subject to arbitration.
- 6) Retirement. The employee’s retirement will occur at the end of the term specified in their irrevocable letter of retirement, or sooner, upon 30 days’ notice by the retiree, or due to performance issues as set forth above. At retirement, participants in this program will be subject to Article 27 and Article 58 of the collective bargaining agreement.

**Section F: Privileges.** Retirement status shall carry with it each of the following privileges: use of the library, recreational and study facilities, faculty dining privileges, and College parking. The Board may at its option grant emeritus rank in accordance with Article 58 of this Agreement.

## Article 28 - Supplemental Retirement Accounts

The College agrees to make available payroll deductions for supplemental retirement accounts. The College will maintain a list of carriers jointly approved by the Faculty Association.

## Article 29 - Savings and Credit Union

The College will provide payroll deduction services for the Rochester and Monroe County Employees Federal Credit Union.

## Article 30 - Direct Deposit

The College will provide a payroll deposit plan during the life of this Agreement.

## Article 31 - Faculty Association Office

The College agrees to provide an office, if possible, centrally located, and a desk, chair, telephone, file cabinet, and a computer for the Faculty Association. The Faculty Association agrees to pay the cost of the telephone trunk line, local calls, tie line calls, and long-distance calls.

## Article 32 - Adjunct Faculty

**Section A: Purpose and Implementation.** This article and this article alone will contain the benefits, working conditions, and salary for adjunct faculty. The purpose of this article is to recognize the contributions of adjunct faculty, to attract and maintain a high caliber of adjunct faculty, and to ensure the continued quality of education at the College. Both parties agree that nothing in this article shall be the basis for discrimination for reasons of race, color, national origin, religion, creed, age, disability, sex, gender identity, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, military status, domestic violence victim status, or criminal conviction.

## **Section B: Professional Working Conditions.**

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

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

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

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

Assuming available section(s) and that the adjunct faculty member has the qualifications to teach the available section(s), beginning in Fall 2008 an adjunct faculty member with five (5) years continuous teaching service at MCC and ninety (90) FCH of MCC experience will be assigned to at least one course per semester, including summer. Continuous service is defined as having no service break longer than one year. Adjunct class assignments shall be placed on the Master Schedule no later than three (3) weeks prior to the beginning of each semester, beginning with Intersession 2009. (See Appendix A23-28)

**Section D: Payment for Cancellation.** If an adjunct class assignment is cancelled less than ten (10) working days prior to the start of the class, and if it is the first time that the adjunct faculty member has been appointed to teach the particular course, the adjunct faculty member will receive a payment of \$300 for the time spent preparing to teach the course.

**Section E: Compensation.** An adjunct faculty member may teach no more than ten (10) contact hours in any one semester. Exceptions to this limit may be agreed to jointly by the Vice President, Academic Services and the Faculty Association. Adjuncts will be compensated as follows:

Amount Per Contact Hour Per Semester

Rank	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
Lecturer	1119	1150	1181	1217	1253
Instructor	1119	1150	1181	1217	1253
Assistant Professor	1181	1213	1246	1284	1322
Associate Professor	1254	1288	1323	1363	1404
Professor	1365	1402	1441	1484	1528

**Section F: Guidelines for Adjunct Faculty Evaluation and Promotion.** Evaluation for adjunct rank is primarily referenced on demonstrated effectiveness in teaching and professional development that supports it. Adjunct faculty will be evaluated once per year for the first three (3) years of teaching and once every three years thereafter. Evaluation will include classroom observation, review of instruction and assessment materials, and other departmentally determined criteria related to teaching.

Adjunct faculty shall be eligible for promotion after three years in rank having taught a minimum of six semesters, including summer sessions. To be considered for promotion, an adjunct faculty:

- 1) must have official transcripts on file;
- 2) must have a current Annual Faculty Development Report (Sections A, B and D) on file covering the time period since the last promotion;
- 3) must have had a classroom visitation within the last 12 months, with a report on file; and
- 4) must receive a letter of support from the department chairperson and the rank and tenure committee or adjunct supervisor.

(See Appendix A13)

**Section G: Benefits.**

- 1) Adjunct faculty shall be covered by liability insurance in the same amount as full time faculty; and to the extent required by law, workers' compensation, unemployment benefits, and retirement programs.
- 2) Adjunct faculty may participate in the College's health insurance program (Article 20) on a pretax basis to the extent that salary permits at no cost to the College.
- 3) After one semester of teaching at the College, adjunct faculty with continuous service may obtain a tuition waiver for one course per semester at the College.

**Section H: Academic Freedom.** Academic freedom applies to adjunct faculty.

**Section I: Application.** The following articles of this Agreement shall apply to adjunct faculty:

- Article 1 – Definitions
- Article 2 – Preamble
- Article 3 – Recognition
- Article 4 – Governance, Section B
- Article 6 – Faculty Personnel Records
- Article 7(A) – Termination
- Article 24 – Liability Insurance
- Article 28 – Supplemental Retirement Accounts
- Article 29 – Savings and Credit Union
- Article 30 – Direct Deposit
- Article 34 – Parking
- Article 36 – Annual College Budget
- Article 37 – Faculty Association Release Time
- Article 39 – Contract Legality
- Article 40 – Contract Administration
- Article 41 – Contract Printing and Distribution
- Article 42 – Rights of the Board of Trustees
- Article 44 – Grievance Procedures
- Article 59 – Distance Education
- Article 62 – Realignment
- Article 64 – Faculty with Multiple Assignments
- Article 65 – Final Provisions

## Article 33 - Facilities Planning

The College Facilities Committee shall contain one member selected by the President of the Faculty Association.

## Article 34 - Parking

The College shall provide cost free reserved parking facilities for Faculty in parking lots A, F, G, K, M and Q at the Brighton campus. The College shall provide cost-free parking in lot AA at the downtown campus and in the main parking lots at the Applied Technologies Center and the Public Safety Training Facility.

If the County of Monroe successfully negotiates a contract with one of its unions providing payment by the employees for parking, then the parties to this Agreement agree to immediately reopen negotiations on this issue.

## Article 35 - Involvement in The Annual College Budget

At the request of either party it is agreed that the Faculty Association Budget Committee shall meet with the President or a designee to discuss and exchange ideas and advice on matters relating to the budget.

## Article 36 - Annual College Budget

Copies of the official annual College budget shall be made available upon the request of any faculty member.

## Article 37 - Faculty Association Release Time

During each year of this Agreement, the Faculty Association will receive 30 FCH of release time in order to perform its work, which it may distribute at its discretion to its officers and/or members.

In addition, in any year in which negotiations are conducted for a successor agreement, each member of the teaching faculty on the negotiating team (up to a maximum of four (4)) is entitled to an additional three (3) FCH of released time.

The Faculty Association may purchase up to 12 FCH of additional release time in order to perform its work. The purchase of release time in excess of 12 FCH is subject to the approval of the College contract administrator. The Faculty Association will pay the College at the Instructor overload rate. Distribution is at the discretion of the Faculty Association.

## Article 38 - Holidays

All-College holidays are as follows: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, December 24th (when it falls on a Monday-Thursday), December 25th and the weekdays through the end of the year.

The Official College Calendar shall indicate those days on which all offices of the College are closed. With the exception of December 24th, should a holiday fall on a Saturday, then the preceding Friday shall be observed as a holiday; should a holiday fall on a Sunday, then the following Monday shall be observed as a holiday.

## Article 39 - Contract Legality

If any provision of this Agreement is held to be contrary to law, then such provision will be termed valid only to the extent permitted by law, but all other provisions of this Agreement will continue in full force and effect.

## Article 40 - Contract Administration

A designated representative of the President and the Faculty Association shall meet on a regular basis to advise in the areas of official work rules, policies, directives, procedures, and practices or customs that are consistent with the terms and conditions of this Agreement and statutory law. All opinions rendered by such representatives shall be considered advisory.

## Article 41 - Contract Printing and Distribution

A minimum of one hundred (100) copies of this Agreement, including but not limited to mutually agreed to appendices, guidelines, and Letters of Agreement, shall be printed at the expense of the College and distributed, as requested. Additional copies of this document in its entirety will be made available, as needed. The aforementioned document shall also be made available in its entirety on the MCC employee website.

## Article 42 - Rights of The Board of Trustees

The Board, on its own behalf and on behalf of the President, hereby retains and reserves unto itself all rights, powers, authority, duties, and responsibilities conferred upon and vested in it by the laws of the State of New York and the laws of the United States.

The exercise of these rights, powers, authority, duties and responsibilities by the Board and President and the adoption of such rules, regulations and policies as they may deem necessary shall be limited only by the specific and express terms of this Agreement.

## Article 43 - Board of Trustees' Policies

**Section A: Procedures.** If there are procedures concerning terms and conditions of employment outlined in the Board of Trustees' Policies and these procedures are not followed, then the violation of these procedures is subject to the grievance procedures outlined in this Agreement. Changes, additions or amendments to the Board of Trustees' Policies may be initiated by the appropriate faculty governance organization committee and implemented upon approval by the President and the Board. If the President disagrees with a change in procedures forwarded by the faculty governance organization, then the President or a designee shall indicate the reasons for disagreement and shall discuss those reasons with the appropriate faculty governance organization committee.

**Section B: Proposed Changes.** If the President or Board initiates any change in the present policies, the proposed change shall be forwarded to the faculty governance organization for its views. The faculty governance organization shall receive notice of the proposed change twenty (20) working days in advance of the effective day when classes are in session and thirty (30) working days in advance when classes are not in session.

**Section C: Notice.** In any case where policies require notice to the faculty governance organization, notice shall also be sent to the Faculty Association.

## Article 44 - Grievance Procedures

### Section A: Declaration of Policy.

- 1) The term "grievance" as used herein shall mean any complaint by any person covered by this Agreement, the College or Faculty Association on its own behalf, that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement.
- 2) This Agreement shall not provide for the handling of alleged grievances which occurred prior to its signing, nor shall it prejudice in any way any of the other rights which said faculty member or members have at their disposal.
- 3) Grievances shall follow the procedures outlined in Section B below. The termination of employment by the College shall not be the subject of a grievance. This does not deny to any member existing rights under Article 7 (Termination) of this Agreement.

- 4) Every person or group of persons covered by this Agreement shall have the right to present grievances in accordance with the appropriate procedures. Grievances must be initiated in writing within twenty-five (25) working days after a person or group actually knew of the act or condition on which the grievance is based.
- 5) 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 the person's choice, except that, if the Faculty Association 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 Faculty Association.
- 6) In any instance where the Faculty Association is not represented in the grievance procedures, the administrator making the decision will notify the Faculty Association in writing of the resolution of the grievance at each level. The Faculty Association may appeal any grievance which seems either to violate any term of this Agreement or to affect working conditions of the employees in the bargaining unit.
- 7) The failure of an administrator at any level to communicate a decision to the grievant within the proper time limit shall permit the grievant to proceed to the next stage of the grievance procedure.
- 8) The failure of a person or the Faculty Association to appeal a grievance to the next higher stage within the proper time limits shall constitute a withdrawal and shall bar further action on the grievance.
- 9) Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all interested parties to attend. Said hearing shall be scheduled, when possible, to avoid interference with class schedules. When such hearings and conferences are held during class or working hours, all persons whose presence is required shall be excused for that purpose without loss of salary from the College.

**Section B: General Procedures.** All grievances shall be presented and adjusted in the following manner:

- 1) **Step One:** All grievances shall, whenever possible, be discussed first between the grievant and the grievant's supervisor to attempt in good faith to resolve the differences between them without invoking the steps as hereinafter set forth.
- 2) **Step Two:** The grievant, or the grievant's representative, shall formally initiate the grievance by presenting it in writing to the immediate administrative person who shall have authority to render a decision disposing of the grievance. If such grievance is not satisfactorily resolved at Step Two within six (6) working days, the administrator's decision shall be communicated in writing to the grievant and to the grievant's representative before the end of the seventh (7) working day after the grievance has been presented.
- 3) **Step Three:** If the grievance has not been resolved at Step Two, the grievant or Faculty Association may appeal the decision to the President (or the Acting President) of the College within ten (10) working days after receiving second step disposition. The President's decision shall be communicated in writing together with the supporting reasons to the grievant, the grievant's representative and/or to the Faculty Association within fifteen (15) working days after being received by the President.
- 4) **Step Four:** If a grievance has not been resolved at the conclusion of Step Three, it may be appealed to arbitration pursuant to written notice filed with the President within fifteen (15) working days after receipt by the grievant and the grievant's representative of the decision rendered by the President. The arbitrator shall be selected by the parties from a list of arbitrators submitted in accordance with the rules of the American Arbitration Association. The arbitrator's

decision shall be in writing and shall set forth findings of fact, conclusions, and order which shall be binding on all parties. The arbitrator shall not have the authority to add to, subtract from, or modify the express 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 the parties. In the event that the Faculty Association does not represent the individual in a grievance action taken to arbitration, the cost and expenses will be shared equally by the grievant and the College.

### **Section C. Procedure for College Grievances.**

- 1) The College shall have the right to initiate a grievance. This grievance shall be initiated within twenty-five (25) working days after the College actually knew of the act or condition upon which the grievance is based.
- 2) **Step One:** All grievances shall be discussed first between a representative of the College designated by the President and a representative of the Faculty Association designated by the President of the Faculty Association, to attempt in good faith to resolve the differences between them without involving the steps as hereinafter set forth.
- 3) **Step Two:** If the grievance is not settled through discussion, the College shall formally initiate its grievance by presenting it in writing to the President of the Faculty Association. The final determination at Step Two of the grievance shall be made by the President of the Faculty Association. The President of the Faculty Association shall communicate the position of the Faculty Association in writing to the President within fifteen (15) working days.
- 4) **Step Three:** If the College grievance has not been resolved at the conclusion of Step Two, it may be appealed to arbitration pursuant to written notice filed with the President of the Faculty Association within fifteen (15) working days after receipt by the College of the position decided by the Faculty Association. The arbitrator shall be selected by the parties from a list of arbitrators submitted in accordance with the rules of the American Arbitration Association. The arbitrator's decision shall be in writing and shall set forth findings of fact, conclusions, and order which shall be binding on all parties. The arbitrator shall not have authority to add to, subtract from, or modify the express 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 the parties.

## Article 45 - Compensation

### Section A. Increases.

The annual base salary of full-time members in the bargaining unit shall be increased by 2.75% effective 9/1/22, 2.75% effective 9/1/23, 2.75% effective 9/1/24, 3% effective 9/1/25, 3% effective 9/1/26.

### Section B: Salary Ranges

<b>Salary Ranges</b> Ranked 10-month	<b>Minimum</b> 9/1/22-8/31/23	<b>Minimum</b> Effective 9/1/23	<b>Maximum</b>	<b>Ceiling*</b>
Lecturer	43572	45000	77952	74000
Instructor	50600	52000	77952	63000
Assist. Prof.	56224	58000	90524	70000
Assoc. Prof.	61847	64000	103573	78000
Professor	70278	73000	112699	100000

<b>Salary Ranges</b> Ranked 12-month	<b>Minimum</b> 9/1/22-8/31/23	<b>Minimum</b> Effective 9/1/23	<b>Maximum</b>	<b>Ceiling*</b>
Lecturer	49673	51750	91146	85100
Instructor	57684	59800	91146	72450
Assist. Prof.	64094	66700	106237	80500
Assoc. Prof.	70502	73600	121237	89700
Professor	80116	83950	132844	115000

<b>Salary Ranges</b> 12-month Non-Ranked Titles <sup>†</sup>	<b>Minimum</b> 9/1/22-8/31/23	<b>Minimum</b> Effective 9/1/23	<b>Maximum</b>	<b>Ceiling*</b>
TA, Advisor	40059	42000	70443	60000
Senior TA, Senior Advisor	44977	46000	76033	68000
Coordinator, Manager, Program Coordinator, Program Director, Specialist, Supervisor II	50600	52000	83308	75000
Coordinator, Manager, Program Coordinator, Program Director, Specialist, Supervisor I	59032	60000	95611	80000
Assistant Director, Coach II, Project Director	61845	65000	104847	90000
Associate Director	71684	72000	108226	94000
Director II, Coach I, Senior Specialist	77306	78000	113131	98000
Director I	92768	93000	125045	102000

\*Any full-time employee who has reached the ceiling for their rank or title will not be eligible to receive salary equity/longevity increases, (as described in Article 46). However, they will still be eligible to receive the negotiated annual percentage increases described in Section A of this article.

<sup>†</sup>Salaries for 10-month non-ranked faculty will be adjusted proportionately, based on the above table.

**Section C: Method of Payment.** Faculty on ten-month contract shall have the option to elect either a ten month or twelve-month method of payment. Faculty members may make only one election for the year and must make this election before August 15.

**Section D: Overload.** Teaching Faculty shall be limited to no more than nine (9) contact hours of overload per semester. Overload will be compensated as follows:

Amount Per Contact Hour Per Semester

<b>Rank</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>	<b>2026-2027</b>
Lecturer	1119	1150	1181	1217	1253
Instructor	1119	1150	1181	1217	1253
Assistant Professor	1181	1213	1246	1284	1322
Associate Professor	1254	1288	1323	1363	1404
Professor	1365	1402	1441	1484	1528

**Section E: Other Professional Work.** Ten-month faculty members working in a professional capacity and extended beyond their ten-month contract will be compensated at the rate of ten percent (10%) per month of their current ten-month contract salary.

**Section F: Nonprofessional Work.** A faculty member working in a nonprofessional capacity will be compensated on an individually determined basis exclusive of this Agreement.

**Section G: Flex Time for Professional Staff.** When a professional staff member is required by the supervisor to work outside of the normal workday (7 hours) or workweek (35 hours), the supervisor will authorize flex time to be taken within the next 20 working days. If mutually agreed upon by the supervisor and the faculty member, the 20-day period can be extended. In the event that flex time cannot be scheduled within 20 days of its accrual, the employee will be compensated at an hourly rate equal to their annual salary divided by 1820.

**Section H: Additional Compensation.** Professional staff will receive additional compensation for performing additional assigned responsibilities and duties which require working beyond their normal workday or work week, provided that the assignment and the compensation have been pre-approved by the appropriate Vice President or designee.

**Section I: Adjunct Supervision.** Compensation for adjunct supervision will be paid at the rate of \$85 per adjunct section, based on the number of adjunct sessions offered in the prior fiscal year.

**Section J: Non-Credit Courses.** Compensation for non-credit courses shall be determined between the faculty member and the College exclusive of this Agreement.

**Section K: Grants.** Faculty funded by grants shall only be eligible for increases, promotional increases, and longevity payments (if eligible based on title) to the extent grant funds are available for this purpose.

**Section L: Payment of Full-time Temporary Teaching Faculty.**

- 1) Full-time temporary teaching faculty hired for one (1) year will be compensated for 10 (ten) months.
- 2) Full-time temporary teaching faculty hired for one (1) semester will work in January or June, as appropriate and will be compensated for five (5) months.
- 3) Full-time temporary teaching faculty hired for one (1) semester, hired after the semester begins (for example, to substitute for an ill faculty member) will work in January or June, as appropriate and be compensated based on five (5) months, on a pro rata basis.

**Section M: Stipends for Interim/Acting Positions.** Faculty functioning in an Interim/Acting role will receive additional compensation as follows:

<b>Interim/Acting Title</b>	<b>Monthly Stipend</b>
Director I	\$750
Director II	\$700
Associate Director	\$650
Assistant Director, Project Director (Grant)	\$600
Coordinator, Program Director (Grant)	\$500

## Article 46 - Salary Equity & Longevity

### *Salary Equity*

**Section A: Purpose.** The purpose of these salary adjustments is to remedy inequities subsequent to initial hiring.

**Section B: Criteria.** Criteria for equity eligibility and actual equity amount:

A roster of eligible bargaining unit members will be maintained showing length of college service. This roster will contain a list, organized by rank and years of service, of teaching faculty with salaries presented on a ten (10) month basis; a list organized by rank and years of service of professional staff with salaries presented on a twelve (12) month basis; and a list of all unranked professional staff (excluding Advisors, Technical Assistants, Senior Advisors, Senior Technical Assistants, grant-funded employees, and temporary employees) organized by years of service. A full-year's credit in salary equity calculations will be given to employees hired up to and including February 1 of the contractual year. The roster of faculty salaries that will be used for determining salary equity adjustments for the next contractual year will be based on employment on June 1 of each preceding year. The criteria for creating equity rosters that will determine equity adjustments for the next contractual year are:

- 1) Promotions to a higher academic rank for the next year will be listed in the new rank;
- 2) All retirements known as of June 1 will be deleted from the roster;
- 3) Teaching faculty and ranked professional staff rosters will be used to determine salary equity adjustments separately. A faculty member who will be changing from professional staff to teaching faculty in the next contractual year will be maintained in the category (teaching or professional staff) that he or she is in as of June 1.
- 4) Non-ranked professional staff will be eligible for equity adjustments utilizing the ranked professional staff averages and standard deviations. Non-ranked professional staff will be treated as if he or she were an Instructor when going into their fifth (5th) year; an Assistant Professor when going into their tenth (10th) year; an Associate Professor when going into their fifteenth (15th) year; and a Professor when going into their twentieth (20th), twenty-fifth (25th) and thirtieth (30th) years.
- 5) Years of service begin with initial full-time employment. Years of service do not include CSEA or other non-faculty or non-professional service years. Years of service include years under a grant and as a full-time temporary employee. Years of service as an adjunct or part-time employee are excluded. Faculty on college approved non-compensated leave shall receive length of service credit for the time of their leave.

**Section C: Equity and Adjustments.** Salary equity adjustments are computed utilizing the June 1 equity rosters at the end of the contractual year preceding equity eligibility. After equity adjustments are applied to base salary, contractual salary increases for the next year will then be applied.

- 1) A faculty member who is either an Instructor or an Assistant Professor will have their salary (if necessary) adjusted up to the salary that would be equivalent to one standard deviation below the mean for their rank at the beginning of their first tenure year.
- 2) A faculty member who is an Assistant Professor will have their salary (if necessary) adjusted up to the average for Assistant Professor salaries for that year at the beginning of their tenth year of service.

- 3) A faculty member who is an Associate Professor will have their salary (if necessary) adjusted up to the average for Associate Professor salaries for that year at the beginning of their fifteenth year of service.
- 4) A faculty member who is a Professor will have their salary (if necessary) adjusted up to the average for Professor salaries for that year at the beginning of their twentieth year of service.
- 5) A faculty member who is a Professor will have their salary (if necessary) adjusted up to the salary that would be equivalent to one-quarter standard deviation above the average for their rank at the beginning of their twenty-fifth year of service.
- 6) A faculty member who is a Professor will have their salary adjusted up to the salary that would be equivalent to one-half standard deviation above the average for their rank at the beginning of their thirtieth year of service.
- 7) Higher rank faculty who do not meet the number of years criteria for adjustment for their rank but do meet the criteria for the lower rank, will be adjusted to the average for the lower rank, if necessary.
- 8) Teaching faculty members promoted in between “milestone” years (5, 10, 15, 20, 25, 30) will be reviewed for salary equity purposes and individuals will receive a salary equity adjustment in the year of their promotion, if needed. The salary equity adjustment will be based on the preceding milestone year, if needed. For example, a faculty member promoted in year 22 will be reviewed and receive a salary equity adjustment as if they were beginning their 20th year.
- 9) Individuals who have reached the ceiling for their rank or title will not be eligible to receive salary equity increases, (as described in Article 46, Section B). However, they will still be eligible to receive the negotiated annual percentage increases described in Article 45, Section A within their maximum salary.
- 10) For salary adjustments that occur each year of this Agreement, the salary after adjustments for each rank will not be higher than those adjusted salaries that occurred in the first year of equity (1987/88) plus all salary increases subsequent to 1987/88.

***Longevity for Advisors, Technical Assistants, Senior Advisors, Senior Technical Assistants & Grant-Funded Employees***

**A. Longevity for Advisors & Technical Assistants**

- 1) A longevity increase of \$800 will be added to base salary at the completion of 5, 10, 15, 20, 25, & 30 years of service.
- 2) Individuals at the longevity ceiling (see Article 45, Section B) will not receive a longevity increase, but remain eligible to receive negotiated contractual increases up to the maximum salary for the title.
- 3) Base salaries for Advisors and Technical Assistants will be adjusted for the 2022-2023 academic year with a “longevity catch up” to reflect their years of service. For example, an individual with 20 years of service will receive \$3,200 (\$800 x 4) in base up to the longevity ceiling.

**B. Longevity for Senior Advisors & Senior Technical Assistants**

- 1) A longevity increase of \$1000 will be added to base salary at the completion of 5, 10, 15, 20, 25, & 30 years of service.
- 2) Individuals at the longevity ceiling (see Article 45, Section B) will not receive a longevity increase, but remain eligible to receive negotiated contractual increases up to the maximum salary for the title.

- 3) Base salaries for Senior Advisors and Senior Technical Assistants will be adjusted for the 2022-2023 academic year with a “longevity catch up” to reflect their years of service. For example, an individual with 20 years of service will receive \$4000 (\$1000 x 4) in base up to the longevity ceiling.

C. Longevity for Grant-funded employees in other titles

- 1) A longevity increase of \$1200 will be added to base salary at the completion of 5, 10, 15, 20, 25, & 30 years of service.
- 2) Individuals at the longevity ceiling (see Article 45, Section B) will not receive a longevity increase, but remain eligible to receive negotiated contractual increases up to the maximum salary for the title.
- 3) Base salaries for grant-funded employees will be adjusted for the 2022-2023 academic year with a “longevity catch up” to reflect their years of service. For example, an individual with 20 years of service will receive \$4800 (\$1200 x 4) in base up to the longevity ceiling.

## Article 47 - Workload for Teaching Faculty

### Section A. Buy Down.

- 1) Provided that written notice is given to the appropriate dean no later than February 1 of the preceding year, up to one-third of teaching faculty may elect to reduce their load by three (3) faculty contact hours (FCH). The salary of each member of the teaching faculty electing three (3) FCH reductions shall be reduced by a sum proportionate to the workload reduction.
- 2) If a teaching faculty member desires to reduce their workload by more than three (3) FCH but no more than six (6) FCH, he or she may request such a reduction from the Vice President, Academic Services. The vice president, in their discretion, may grant such a request. The salary of each teaching faculty member receiving more than three (3) FCH but no more than six (6) FCH reductions shall be reduced in the same proportion as in section B (1) above.
- 3) A reduction in faculty contact hours (FCH) under this article will not reduce a teaching faculty member’s other contractual obligations.
- 4) If more than one-third of the teaching faculty elects in writing to reduce workload by three (3) FCH, an order of priority will be developed by the Faculty Association and the College under which only one-third of the teaching faculty will be allowed to teach a reduced workload.
- 5) This section shall not obligate the Vice President, Academic Services to increase the number of department full-time or part-time faculty.
- 6) Faculty who elect to reduce workload are not eligible for overload in that appointment year except as necessary to complete a workload obligation.

**Section B. Class Size.** Each course offered has an official maximum class size. A list of courses with their official maximum class size is maintained by the Vice President, Academic Services.

Courses certified each semester as Writing Intensive by the WAC Committee and Vice President, Academic Services shall have one less student than the official maximum class size.

**Section C. Class Size Adjustments: Faculty Initiated.** In cases where class sizes are adjusted (resulting in student conversion credits or faculty professional development fund accrual explained below) a fifteen percent (15%) limit will apply with respect to increases in class sizes across the College. Class sizes of full-time teaching faculty which are adjusted upwards shall be credited toward teaching load on the basis of student faculty (S/F) ratio as determined by actual student credit hours divided by actual faculty contact hours (FCH) for the preceding year, as follows:

Department S/F Ratio	Student Contact Hours	Faculty Contact Hours
less than 14	17	= 1 FCH
equal to or greater than 14 but less than 18	20	= 1 FCH
equal to or greater than 18*	23	= 1 FCH

**Section D. Class Size Adjustments: College Initiated.** In order to achieve official maximum class size by the census date the College may increase by up to 15% the number of students that may register for a course. The maximum seat size may not be increased by more than the historical average number of students (rounded up to the whole number) who drop the course between the end of registration and the census date.

**Section E. Faculty Professional Developmental Fund Applications.** Teaching faculty may contribute to a Faculty Professional Development Fund as follows: (1) class size adjustment increases for full-time faculty in excess of load applications, (2) contact hours taught by full-time faculty which are neither applied to load nor treated as overload, (3) all increases in class size made for adjunct faculty. Student credit hours accrued in this manner shall contribute to the Professional Development Fund at the rate of State base aid per student FTE – up to a maximum of \$475,000.

In addition, the College shall annually contribute professional development funds of \$50,000, within the established maximum of \$475,000. The \$50,000 professional development funds will be available annually and distributed on a per capita basis of members represented by the Faculty Association for use in professional development.

These funds will be distributed in the year after they are earned as follows:

- 50% to the generating department
- 10% support new faculty orientation and training, and
- 40% to the President, Vice Presidents, and the academic deans on a per capita basis of the members represented by the Faculty Association for use in professional development.

Appropriate use of professional development funds includes the following: supplies, such as books, journal subscriptions, relevant professional memberships, and other instructional materials; credit bearing educational activities; costs incurred in attending or presenting at a professional conference such as registration fees, travel costs, per diem, and lodging necessary; costs and fees incurred in providing or attending in service training programs or non-credit bearing courses; and equipment (such equipment must be appropriately purchased, tagged, and tracked in accordance with MCC Purchasing Procedures, Fixed Asset Guidelines, and Acceptable Use of College Technology Policy).

**Section F. Computation.** Student contact hours/student credit hour conversions shall be made as of the SUNY census date and shall include the number of students registered at the census date minus those de-scheduled for non-attendance on or after the census date.

**Section G. Scheduling.** No full-time teaching faculty member shall be required to teach evening classes as part of a full-time teaching load unless a full-time teaching load is not available during the day in the department. A teaching obligation shall not extend beyond the appointment year except where teaching faculty cannot satisfy their teaching obligation during the fall, intersession and spring semesters. Full-time teaching faculty shall have opportunities to fulfill their teaching obligation days, evenings, weekends, and through College-sponsored credit courses offered through the Office of Workforce Development. Faculty members may teach a proportion of their on-load responsibility during the summer to support preapproved professional development activities that would occur during the normal appointment year. If the course is canceled during the summer, that on-load deficit will be made up during the subsequent appointment year. An overload teaching assignment may consist of only part of a particular course or section, thus allowing a course to be taught partially as overload.

Every effort shall be made to schedule each teaching faculty member's teaching load within a six-hour period on any one day, except where the teaching faculty member may request or agree in writing to an extended schedule.

**Section H. Office Hours.** Full-time teaching faculty shall maintain each semester five (5) office hours per week scheduled for the convenience of the students.

**Section I. Advisement.** Each full-time teaching faculty member shall be assigned a caseload of thirty (30) students to advise. Teaching faculty who do not wish to advise the required caseload of students must meet their advisement responsibility by teaching one additional faculty contact hour FCH per semester (to total no more than 2 FCH per year). New faculty are only required to carry a caseload of twenty (20) advisees during their first year. Department chairs will be assigned a caseload of fifteen (15) students.

**Section J. Honors Convocation and Commencement.** Faculty are required to attend Honors Convocation and Commencement.

**Section K. Discretionary Release Time.** The Vice President, Academic Services may lower load requirements to account for special projects or courses assigned by the department or the College.

**Section L. Master Schedule.** Efforts shall be made to have at least a six-month lead-time for departments to plan the Master Schedule.

During the registration period, departments shall meet on a regular basis with the Vice President, Academic Services or a designee to consult about adjustments in the Master Schedule and to avoid problems connected with untimely course cancellations.

**Section M. Dual Enrollment Courses.** A member of the teaching faculty will be assigned as the faculty sponsor of record for each dual enrollment section. The faculty sponsor is responsible for all supervisory aspects of the course, including such activities as orientation of the high school teacher, registration of students, certification of attendance, review of all instructional materials, course outline and examinations, observation of classroom teaching, review of student performance in cooperation with the high school teacher, assignment of final grades, sign off of the final grade report and coordination with College administrative offices, including filing supervision and professional development activity reports.

Dual enrollment sections will be assigned for each course and instructor per site.

Dual enrollment supervision: Department compensation for dual enrollment supervision will be calculated at the rate of \$600.00 per section, based on the number of sections offered in the prior fiscal year. Departments will distribute dual enrollment coordination stipends to support the work per section as well as department support for multiple sections including the development of new partnerships, professional development for high school partners, and activities related to assessment and accreditation.

Departments will direct distributions four (4) times a year (beginning and midpoint of each term) to be paid over either four (4) months or through June 30. Allocation plans will be sent to the Dean/Director and Vice President for approval.

Faculty stipends can be converted to onload assignments on request of the department chair, so long as the faculty member is not receiving overload.

**Section N. Distance Education.** For classes taught via distance education, there is no change in official maximum class size or faculty contact hour credit.

**Section O. Divisional Loads.** Adjustments in teaching load within and between departments at the divisional level may occur with no net increase/decrease in aggregate divisional loads. These adjustments may be initiated by the Divisional Dean or department chairperson in agreement with the other party.

**Section P. Maximum Teaching Load by Semester.** The maximum FCH teaching load per semester is reflected by the following formula:

$$\frac{\text{ANNUAL FCH BASE LOAD}^{1,2} + 9 \text{ FCH}^{3,4}}{2} = \text{MAXIMUM SEMESTER LOAD}$$

<sup>1</sup> Annual base load is contractually set. (Appendix A7-A8)

<sup>2</sup> Annual FCH base load includes reductions in load for released time or buydown.

<sup>3</sup> 9 FCH is contractually set as the maximum overload per semester. (Article 45 Section D)

<sup>4</sup> Overload is limited by buydown. (Article 47 (A)(6))

Exceptions to this maximum semester workload must be planned and approved in advance by the dean.

## Article 48 - Off Campus Expense

For approved travel, the College will reimburse Faculty at the rate approved by the IRS for use of personal car in accordance with the College travel rules. The College will also reimburse for paid parking expense in accordance with the above-mentioned rules.

## Article 49 - Tuition Waiver

The College shall provide a tuition waiver program for all Faculty, their spouses, domestic partners, dependent children, dependent stepchildren, and retired faculty and their spouses. Tuition waiver is limited to State aidable courses.

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

All normal registration procedures will apply to individuals utilizing this benefit except that application for this benefit must be made to the Office of Human Resources at least five weeks prior to the start of classes.

## Article 50 - Early Retirement

**Section A. Eligibility.** A full-time faculty member who is at least age 55 and has completed at least 18 years of continuous full-time service will be eligible for early retirement in the first year (September 1 - August 31) that the faculty member meets these two criteria. Continuous service is defined as having no service break longer than one year. To receive a one-time retirement incentive of 75% of base salary the individual must present an irrevocable written notice to retire early between December 1 and January 31 of the same year that the criteria are met.

### **Section B. Benefits.**

- 1) **Health Insurance.** The same health insurance benefit shall be available as is available to the Faculty under this Agreement. The same rate of College contribution shall be provided.
- 2) **Life Insurance.** An early retiree may continue the current life insurance program in effect at the College. The amount of insurance will be based on the individual's base salary at the time of retirement. The same rate of College contribution shall be provided. At age 65, the amount of insurance will be reduced by 35% and at age 70 the amount of insurance will be reduced to \$10,000.
- 3) **Application of Unused Sick Leave.** Early retirees shall be permitted to apply unused sick leave toward their retirement program to the extent permitted by the individual's retirement program. This benefit is not meant to be paid in cash to the faculty member.

**Section C. Assignments.** Faculty who have opted for early retirement may receive part time or adjunct assignments. Normal departmental assignment procedures shall be observed in determining the availability for these assignments.

**Section D. Privileges.** Early retirement status shall carry with it each of the following privileges: use of the library, recreational and study facilities, faculty dining privileges, and College parking. The Board of Trustees may at its option grant emeritus rank in accordance with Article 58 of this Agreement.

## Article 51 - Part Time Teaching Faculty and Professional Staff

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

The purpose of this article is to recognize the contributions of part time teaching faculty and professional staff, to attract and maintain a high caliber of part time teaching faculty and professional staff, and to ensure the continued quality of education at the College. Both parties agree that nothing in the Agreement shall be the basis for discrimination for reasons of race, color, national origin, religion, creed, age, disability, sex, gender identity, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, military status, domestic violence victim status, or criminal conviction.

## **Section B. Part-Time Teaching Faculty.**

- 1) **Definition.** Part time teaching faculty are defined as those faculty teaching more than ten (10) FCH per semester but no more than 80% of a departmental workload, hired for more than one semester and hired to perform the full range of responsibilities of a full-time teaching faculty member in proportion to the assigned load.
- 2) **Nine Month Part-time Teaching Faculty.** Nine-month part-time teaching faculty may be added to supplement the full-time teaching faculty and adjunct faculty. The contractual year for these positions is September 1 to May 31. The salary for those positions shall be based on the salary schedule found in Article 45 (B) of this Agreement and prorated to reflect the teaching load assigned and the length of the assignment. Their responsibilities include the full range of responsibilities of a full-time teaching faculty member, in proportion to the assigned load.

**Section C. Professional Staff.** Members of the professional staff are defined as part time when they have been appointed to work at least 910 hours but less than 1,820 hours annually.

**Section D. Vacancy.** When a full-time vacancy occurs in the department in which the part time faculty member is currently assigned, a part time faculty member, if qualified in accordance with the advertised requirements of the position, shall be notified of the vacancy and shall be given a job interview if that person applies for the position.

**Section E. Evaluation/Promotion.** Part time faculty shall be evaluated annually. Part-time faculty shall be eligible for promotion, under the guidelines specified in Article 54. Part-time faculty are not eligible for promotion as an adjunct while serving as part-time faculty. Should the part-time faculty member leave that status, semesters taught as a part-time faculty member will be counted in the calculation of semesters taught for adjunct promotion. (Article 32, Section E).

**Section F. Compensation.** Part time salaries shall be increased as follows:

- 1) The base salary of all salaried part-time faculty shall be increased by 2.75% effective 9/1/22, 2.75% effective 9/1/23, 2.75% effective 9/1/24, 3% effective 9/1/25, 3% effective 9/1/26, and prorated accordingly.
- 2) The rate paid to those part-time faculty making hourly wages shall be increased by 2.75% effective 9/1/22, 2.75% effective 9/1/23, 2.75% effective 9/1/24, 3% effective 9/1/25, 3% effective 9/1/26.
- 3) Part-time teaching faculty hired for one semester will be compensated for four (4) months. If a part-time teaching faculty member hired for the fall semester is renewed or extended for the spring semester, that person will work for the College in January and will be compensated for nine (9) months.

## **Section G. Benefits.**

- 1) **Health Insurance.** Part-time faculty, as defined above, will have health insurance coverage made available to them unless they already have comparable coverage. The College will utilize the schedule in Article 20, Section B and C, and pay 50% of the scheduled amount.
- 2) **Sick Leave.** Part-time faculty will receive six (6) sick days per year and will be allowed to accumulate up to a maximum of twelve (12) days.
- 3) **Tuition Waiver.** Part-time faculty may obtain a tuition waiver for one course per semester at the College.

**Section H. Application.** The following articles of this Agreement shall apply to part time faculty:

Article 1 – Definitions  
Article 2 – Preamble  
Article 3 – Recognition  
Article 4 – Governance, Section B  
Article 6 – Faculty Personnel Records  
Article 7(A) – Termination  
Article 24 – Liability Insurance  
Article 28 – Supplemental Retirement Accounts  
Article 29 – Savings and Credit Union  
Article 30 – Direct Deposit  
Article 34 – Parking  
Article 36 – Annual College Budget  
Article 37 – Faculty Association Release Time  
Article 39 – Contract Legality  
Article 40 – Contract Administration  
Article 41 – Contract Printing and Distribution  
Article 42 – Rights of the Board of Trustees  
Article 44 – Grievance Procedures  
Article 45 – Compensation  
Article 54 – Evaluation  
Article 57 – Orientation  
Article 59 – Distance Education  
Article 62 – Realignment  
Article 63 – Department Chairs  
Article 64 – Faculty with Multiple Assignments  
Article 65 – Final Provisions

**Section I. Academic Freedom.** Academic freedom applies to part time faculty.

**Section J. Professional Working Conditions.**

- 1) Part time faculty shall have a mail folder in the mailroom and appropriate mail service made available to them.
- 2) Part time faculty shall have an opportunity to be included and listed as such in the College Directory and Catalog. Copies of the Directory and Catalog will be made available to part time faculty.
- 3) Part time faculty will have access to orientation programs offered by the College.

## Section K. Emergency Replacement.

The following will apply when teaching faculty must be replaced in an emergency:

1) **Order of Replacement:** The department chair or designee should proceed to fill the emergency vacancy in the following order\*:

- a. Full-time faculty whose overload does not exceed 9 FCH;
- b. Adjuncts whose assignments do not exceed 9 FCH

If assignments cannot be covered, the Academic Vice President or designee can approve other coverage options in the following order:

- c. Full-time faculty at 9 FCH;
- d. Part-time faculty @ 80%;
- e. Adjuncts whose assignments are at 9 FCH.

\*Unplanned emergency coverage of less than one week will, when possible, be covered by full-time faculty with no additional compensation (Article 10, Section D.2).

- 2) **Emergency Assignment:** The emergency assignment will not exceed 2 FCH over the maximum workload.
- 3) **Payment:** Full-time and adjunct faculty with assignments over maximum workloads will be paid additional compensation in the form of a stipend based on additional clock hours. The stipend will be paid as soon as practical but no later than the end of the semester. Part-time faculty will be paid proportionately. Adjuncts or full-time faculty below maximum workload will be paid per Article 45, Section E.
- 4) **Employment Status:** The emergency assignment will not change the employment status of the replacement faculty member.
- 5) **Formula:** Hourly rate (minimum full-time ten-month salary at equivalent rank divided by 450 clock hours) times additional clock hours taught.

## Article 52 - Promotion

**Section A. Promotion for Non-Ranked Titles.** The following non-ranked positions are eligible for promotion at the beginning of the sixth year of full-time employment in the position, and will have base salaries adjusted according to the table below. Promotion is based on processes articulated in Article 54, Faculty Evaluation.

<b>Title</b>	<b>Promotional Title</b>	<b>Minimum Increase to Base</b>
Advisor	Senior Advisor	\$ 850
Technical Assistant	Senior Technical Assistant	\$ 850
Coordinator II	Coordinator I	\$ 1000
Manager II	Manager I	\$ 1000
Program Coordinator II	Program Coordinator I	\$ 1000
Program Director II	Program Director I	\$ 1000
Specialist II	Specialist I	\$ 1000
Supervisor II	Supervisor I	\$ 1000

**Section B. Appointment to Non-Ranked Titles.** Faculty presently employed at the College appointed to the positions of Assistant Director, Associate Director or Director shall receive a minimum base salary increase of \$1,100 for Assistant Director; \$1,350 for Associate Director and \$1,600 for Director at the time of appointment.

**Section C. Salary Adjustments for Promotion of Ranked Faculty.** Promotional increases will be the greater of the increase required to meet the minimum salary for the new rank or 6% applied to the individual's base salary prior to promotion.

## Article 53 - Joint Committee on Labor/Management Cooperation

It is agreed that a Labor/Management Committee consisting of at least three (3) and not more than six (6) members selected by the Faculty Association, one of whom shall be the Faculty Association Contract Administrator, and at least three but not more than six members appointed by the President, one of whom shall be the College Contract Administrator, will be established. The purpose of this committee is to discuss any matters of mutual concern to the Faculty Association and the College. The agenda for each Committee meeting shall be established by the President or a designee and President of the Faculty Association or a designee.

It is agreed that in the interest of efficient management and harmonious labor relations, it is desirable that periodic meetings be held. At least five (5) days prior to each meeting the College and the Faculty Association will exchange information as to the proposed subjects to be discussed at the forthcoming meeting. The times, dates and places of the meetings shall be agreed upon by the contract administrators.

No provisions of this section shall in any manner be used to alter the terms of this Agreement, nor shall it in any way abrogate the rights and obligations of either party to this Agreement. The Committee will have the ability to create and recommend addendums to this agreement. Prior to becoming effective, an addendum shall require written signed agreement of the College President (or designee) and the President of the Faculty Association.

## Article 54 - Faculty Evaluation

### I. General Information

- A. **Purpose:** The purpose of faculty evaluation is to help faculty improve their performance and to guide decisions about reappointment, tenure, and promotion.
- B. **Application:** This section applies to all full-time and part-time faculty. Adjunct evaluation is covered in Article 32.
- C. **Role of Faculty:** The faculty shall have primary but not sole responsibility for evaluation. The faculty have the responsibility and opportunity to present to the President recommendations concerning faculty status: reappointments, tenure and promotions using the procedure described in this article.
- D. **Board of Trustees:** The Board of Trustees makes the final decisions regarding retention, tenure, and promotion of faculty.
- E. **Frequency:** Faculty who have been at the college fewer than five (5) full years shall be evaluated at least once annually. Faculty who have been at the college for more than five (5) years shall be evaluated at least once every three (3) years. Faculty seeking promotion shall be evaluated at least once within the preceding twelve (12) months. In addition, departments may create policies and procedures for additional evaluations.
- F. **Annual Faculty Development Report**
  - 1) Faculty are required to complete an Annual Faculty Development Report (AFDR) which summarizes their work for the prior year.
  - 2) Each Vice President shall determine the submission due date of the AFDR.
  - 3) The AFDR will become part of the official personnel file.
  - 4) Separate forms for faculty in ranked and non-ranked positions are included in the appendix to this contract.

### II. Evaluation of Faculty in Ranked Positions

#### A. Policies and Procedures for Evaluation

##### 1) Position Descriptions

- a) All positions shall have written position descriptions that shall serve as the basis of evaluation. At the time of initial hiring, the position description, guidelines for faculty evaluation (including criteria and Annual Faculty Development Report), appraisal instrument and procedures for evaluations shall be given in writing to each faculty member by the department chair or appropriate administrator.
- b) Faculty have primary, but not sole, responsibility for developing written position descriptions.
- c) For professional staff, appropriate administrators shall draft position descriptions and forward them to the department for review.

## 2) Evaluators

- a) The department chairperson, director or equivalent, or the chairperson of the tenured faculty committee, shall be responsible for the implementation and coordination of the evaluation process and procedures.
- b) Tenured members of the department and the department chairperson, director or equivalent, or a committee thereof shall serve as evaluators.
- c) The College and Faculty Association shall provide guidance and training for evaluators.

## 3) Criteria for Faculty Evaluation

- a) Effectiveness in Position
  1. Teaching Effectiveness (for those in teaching positions) may include, but is not limited to, the following:
    - i. Demonstrates knowledge and teaching skills necessary for the course.
    - ii. Adapts methods and materials to the needs and different learning styles of individuals and groups while maintaining high academic standards.
    - iii. Facilitates interactive classroom activities, encouraging student participation and critical thinking.
    - iv. Demonstrates the relevance of classroom learning to real life application.
    - v. Creates assignments that correspond with desired learning outcomes.
    - vi. Evaluates student progress fairly and promptly.
    - vii. Classroom Observations:
      - The faculty member, the department chairperson, department evaluation committee, or the appropriate administrator may initiate classroom observations.
      - The faculty member shall receive written notice at least four (4) working days in advance of each classroom observation. The notice shall include the name of the observer, the time of the observation, and the course to be observed.
      - The evaluated faculty member shall receive the written observation report no later than ten (10) days after the observation. The evaluated faculty member shall sign and promptly return a copy of the observation report to the observer. This signature indicates receipt of the report and does not signify agreement.
      - Within ten (10) working days of receiving the report, the evaluated faculty member has the option of filing a written response to the report, which will be attached to the report.
      - The evaluated faculty member may request a second classroom observation.

2. Professional Effectiveness (for those in professional positions) may include, but is not limited to, the following:
  - i. Produces work of high quality and appropriate quantity.
  - ii. Evidences knowledge, competence and skill in position.
  - iii. Accepts responsibility, employs valid judgment and demonstrates initiative.
  - iv. Organizes and disseminates information.
  - v. Meets time standards and commitments.
  - vi. Demonstrates enthusiasm in position.
  - vii. Shows planning, leadership, and organizational skills.
  - viii. Demonstrates positive attitudes regarding supervision and teamwork.
  
- b) Professional Activity and Growth may include, but is not limited to, the following:
  1. Keeps current in discipline or area of responsibility (e.g., attending conferences and workshops, pursuing independent study or appropriate advanced study, involvement with cultural activities).
  2. Contributes to the professional field (e.g., active membership in professional organizations, presentations and publications).
  3. Enhances professional credentials through formal credit course work, advanced degrees, professional certifications, research and publications.
  
- c) Service to Students, College and Community may include, but is not limited to, the following:
  1. Fosters student well-being (e.g., refers students to appropriate office(s) and/or staff member(s), generates ideas to improve services, and develops courses or activities in response to student needs).
  2. Assists in student advising, co-curricular activities, letters of recommendation, student scholarships and internships.
  3. Supports College's overall mission, philosophy, goals, and objectives.
  4. Actively participates in department, program, division and College activities (e.g., committee work, elected offices, mentorship and involvement in Faculty Association).
  5. Participates in problem-solving processes by generating and sharing ideas.
  6. Activities directly related to position at MCC: Shares professional expertise with the community for community understanding and goodwill (e.g., community presentations or high school/college visitations).
  7. Indirectly related activities that enhance the well-being of the community: Actively participates in community activities for the good and well-being of the community (e.g., holding office in community organizations or committee membership in community organizations).

#### 4) **Materials for Evaluation Packet**

- a) Teaching faculty shall include a classroom observation report from the preceding twelve (12) months with any appended response.
- b) Professional staff shall include a performance evaluation from the preceding twelve (12) months with any appended response.
- c) The most recent Annual Faculty Development Report.
- d) A faculty-generated plan for professional growth.
- e) Teaching faculty may include results of the Student Opinions of Course and Faculty Survey.

#### 5) **Evaluation Procedures**

- a) The dean or director assists and guides the departments.
- b) A written copy of the evaluation instrument(s) shall be given to the evaluated faculty member prior to the evaluation meeting. The instrument should include (but is not limited to) the following:
  - 1. Specific evaluation objectives.
  - 2. Specific evaluation procedures.
  - 3. Specific evaluation criteria, including the relative importance of the various criteria.
  - 4. Signature lines for evaluators and evaluated faculty.
- c) The written evaluation report will be made available to the evaluated faculty no later than ten (10) working days after the evaluation has taken place. The evaluated faculty member shall sign and promptly return a copy of the report to the evaluator. The signature indicates receipt of the report and does not signify agreement.
- d) Within ten (10) working days of receiving the evaluation report, the evaluated faculty has the option of writing a response to the evaluation which will be attached to the evaluation.
- e) Within ten (10) working days of receiving the evaluation, the evaluated faculty shall develop a written plan for enhancing effectiveness in teaching and/or position and for professional growth. The evaluated faculty and the evaluator(s) shall mutually agree upon the plan, and it shall become part of the written report.
- f) Departmental evaluations are sent to the appropriate dean or director.
- g) The dean or director shall forward the departmental evaluations to the appropriate Vice President for placement in the personnel file.

#### **B. Retention and Tenure**

- 1) Faculty in their first five (5) years of full-time or part-time employment shall be evaluated every year.
- 2) The department or a committee thereof evaluates the faculty member as directed in this article and makes a recommendation regarding retention or tenure to the chair, director or equivalent.

- 3) The chair, director or equivalent shall make a separate recommendation after reviewing the recommendation of the department or committee and forward both recommendations to the dean or appropriate administrator.
- 4) The dean or appropriate administrator shall forward all recommendations plus the dean or appropriate administrator's own to the Vice President.
- 5) Notice of non-renewal for a term contract shall be not less than six (6) months before the end of the appointment.

### **C. Promotion**

- 1) Promotion from rank to rank is not automatic, but is based on sustained and meritorious performance in the following three domains:
  - a) Classroom teaching or position.
  - b) Professional growth.
  - c) Service to students, college and community.
- 2) Faculty are eligible for their first promotion at the beginning of their sixth (6th) year in the position and may apply as early as the fifth (5th) year. (Years of adjunct service do not apply.)
- 3) The degree expected for promotion shall be a Master's degree in or related to the field of employment. The department chairperson and Vice President may agree on a substitute.
- 4) A faculty member initiates the promotion process by notifying the department. The department or a committee thereof evaluates the faculty member as directed in this article and makes a recommendation to the chairperson, director or equivalent.
- 5) The chairperson, director or equivalent shall make a separate recommendation after reviewing the recommendation of the department or committee and forward both recommendations to the dean or appropriate administrator. The dean or appropriate administrator shall forward all recommendations plus the dean or appropriate administrator's own to the Vice President.
- 6) If a faculty member receives a recommendation not to promote from any level up to and including the Vice President, the individual shall be notified of the recommendation and given the choice to withdraw the request for promotion or direct that the request for promotion be submitted to the next higher level, along with any response.
- 7) The Vice Presidents shall forward to the President of the College all faculty recommendations. Recommendations can be made concerning faculty status by deans, administrators and Vice Presidents. Such recommendations shall be made only after consideration of the faculty recommendations.
- 8) While recognizing the primary, but not sole, responsibility for faculty recommending faculty status, the President shall consider all the recommendations from faculty through departments and/or the appropriate faculty committee.
- 9) The President, after consultation with the Vice Presidents and any other faculty or staff members he/she chooses, shall submit their recommendations to the Board of the College.

#### 10) Promotion Schedule

- a) On or before December 15 – departments forward recommendations to the dean or appropriate administrator.
- b) On or before January 15 – deans or appropriate administrators forward all recommendations to the Vice President.

#### **D. Post-Tenure Review**

- 1) The purpose of post-tenure review is to help tenured faculty maintain or improve their performance and to document the individual's professional performance over the last three (3) years.
- 2) The department shall evaluate all of its tenured members on a rotation schedule developed by the department.
- 3) The department or a committee thereof evaluates the faculty member's performance since the last evaluation as directed in this article and transmits the evaluation to the chairperson, director or equivalent.
- 4) The chairperson, director or equivalent may add their own comments and then forward it to the dean or appropriate administrator, who forwards it to the Vice President together with the Vice President's own comments for inclusion in the personnel file.

### **III. Evaluation of Faculty in Non-Ranked Positions**

#### **A. Policies and Procedures for Evaluation**

##### 1) Position Descriptions

- a) All positions shall have written position descriptions that shall serve as the basis of evaluation. At the time of initial hiring, the position description, guidelines for faculty evaluation (including criteria and AFDR), appraisal instrument and evaluation procedures shall be given in writing to each faculty member by the department chair or appropriate administrator.
- b) Faculty have primary, but not sole, responsibility for developing written position descriptions.
- c) Appropriate administrators shall draft position descriptions and forward them to the department director or other administrator for review.

##### 2) Evaluators

- a) The department chairperson, director or equivalent shall be responsible for the implementation and coordination of the evaluation process and procedures.
- b) Tenured members of the department, if any, non-probationary faculty of at least similar title and responsibility, and the director, chairperson or other appropriate administrator, or a committee thereof shall serve as evaluators.
- c) The College and Faculty Association shall provide guidance and training for evaluators.

##### 3) Criteria for Faculty Evaluation

- a) Position Effectiveness (for professional staff) may include, but is not limited to, the following:
  1. Produces work of high quality and appropriate quantity.

2. Evidences knowledge, competence and skill in position.
  3. Accepts responsibility, employs valid judgment and demonstrates initiative.
  4. Organizes and disseminates information.
  5. Meets time standards and commitments.
  6. Demonstrates enthusiasm in position.
  7. Shows planning, leadership and organizational skills.
  8. Demonstrates positive attitude regarding supervision and teamwork.
- b) Professional Activity and Growth may include, but is not limited to, the following:
1. Keeps current in area of responsibility (e.g., attending conferences and workshops, pursuing independent study or appropriate advanced study, involvement with cultural activities).
  2. Contributes to the professional field (e.g., active membership in professional organizations, presentations or publications).
  3. Enhances professional credentials through formal credit course work, advanced degrees, professional certifications, research and publications.
- c) Service to Students, College and Community may include, but is not limited to, the following:
1. Supports College's overall mission, philosophy, goals and objectives.
  2. Actively participates in department, program, division and College activities (e.g., committee work, elected offices, mentorship and involvement in Faculty Association).
  3. Participates in problem-solving processes by generating and sharing ideas.
  4. Fosters student well-being (e.g., refers students to appropriate office(s) and/or staff member(s) when needed, generates ideas to improve services and develops specialized activities in response to student needs).
  5. Assists in student advising, co-curricular activities, letters of recommendation, student scholarships and internships.
  6. Activities directly related to position at Monroe Community College: Shares professional expertise with the community for community understanding and goodwill (e.g., community presentations or high school/college visitations).
  7. Indirectly related activities that enhance the well-being of the community: Actively participates in community activities for the good and well-being of the community (e.g., holding office in community organizations or committee membership in community organizations).

- 4) Materials for Evaluation Packet
  - a) Written and oral feedback pertaining to the evaluated employee's job performance in all job elements and service components indicated in preceding section.
  - b) The most recent Annual Faculty Development Report.
  - c) A faculty-generated plan for professional growth.
- 5) Evaluation Procedures
  - a) The dean or director assists and guides the departments.
  - b) A written copy of the evaluation instrument(s) shall be given to the evaluated faculty member prior to the evaluation meeting. The instrument should include (but is not limited too) the following:
    1. Specific evaluation objectives.
    2. Specific evaluation procedures.
    3. Specific evaluation criteria, including the relative importance of the various criteria.
    4. Signature lines for evaluators and evaluated faculty.
  - c) The written evaluation report will be made available to the evaluated faculty no later than ten (10) working days after the evaluation has taken place. The evaluated faculty member shall sign and promptly return a copy of the report to the evaluator. The signature indicates receipt of the report and does not signify agreement.
  - d) Within ten (10) working days of receiving the evaluation report, the evaluated faculty has the option of writing a response to the evaluation which will be attached to the evaluation.
  - e) Within ten (10) working days of receiving the evaluation, the evaluated faculty shall develop a written plan for enhancing effectiveness in position and for professional growth. The evaluated faculty and the evaluator(s) shall mutually agree upon the plan, and it shall become part of the written report.
  - f) Departmental evaluations are sent to the appropriate dean or director.
  - g) The dean or director shall forward the departmental evaluations to the appropriate Vice President for placement in the personnel file.

## **B. Retention**

- 1) Faculty in their first five (5) years of full-time or part-time employment shall be evaluated every year.
- 2) The department or a committee thereof evaluates the faculty member as directed in this article and makes a recommendation regarding retention or tenure to the chair, director or equivalent.
- 3) The chair, director or equivalent shall make a separate recommendation after reviewing the recommendation of the department or committee and forward both recommendations to the dean or appropriate administrator.
- 4) Except for faculty on temporary appointments, notice for non-renewal shall be not less than six (6) months before the end of the appointment.

### **C. Promotion**

- 1) Promotion is not automatic, but is based on sustained and meritorious performance in the following three domains:
  - a) Performance in assigned position.
  - b) Professional growth.
  - c) Service to students, college and community.
- 2) Faculty in positions where promotion is possible are eligible for their first promotion at the beginning of their sixth (6th) year in the position and may apply as early as the fifth (5th) year.
- 3) A faculty member initiates the promotion process by notifying the department. The department or a committee thereof evaluates the individual as directed in this article and makes a recommendation to the chairperson, director or equivalent.
- 4) The chairperson, director or equivalent shall make a separate recommendation after reviewing the recommendation of the department or committee and forward both recommendations to the dean or appropriate administrator. The dean or appropriate administrator shall forward all recommendations plus the dean or appropriate administrator's own to the Vice President.
- 5) If a faculty member receives a recommendation not to promote from any level up to and including the Vice President, the individual shall be notified of the negative recommendation and given the opportunity to withdraw the request for promotion or direct that the request for promotion be submitted to the next higher level, along with any response.
- 6) The Vice Presidents shall forward to the President of the College all faculty recommendations. Recommendations can be made concerning faculty status by deans, administrators and Vice Presidents. Such recommendations shall be made only after consideration of the faculty recommendations.
- 7) While recognizing the primary, but not sole, responsibility for faculty recommending faculty status, the President shall consider all the recommendations from faculty through departments and/or the appropriate faculty committee.
- 8) The President, after consultation with the Vice Presidents and any other faculty or staff members he/she chooses, shall submit their recommendations to the Board of the College.
- 9) Promotion Schedule
  - a) On or before December 15 – Departments forward recommendations to the dean or appropriate administrator.
  - b) On or before January 15 – Deans or appropriate administrators forward all recommendations to the appropriate Vice President.

### **D. Reappointment of Faculty on Three Year Contracts**

- 1) The purpose of the review is to support decisions regarding reappointment of faculty. In addition, this review is to help faculty improve their performance and to document employee performance over the three-year period.
- 2) The department chairperson, director or other designated administrator shall initiate the evaluation in the final year of the appointment.

- 3) The department or a committee thereof evaluates the individual's performance since the last appointment as directed in this article and transmits the completed evaluation to the chairperson, director or equivalent along with their recommendation regarding appointment.
- 4) If the chairperson, director and equivalent is not a part of the evaluation committee, he or she shall add their own recommendation to the evaluation and then forward it to the dean or appropriate administrator, who forwards it with the dean or appropriate administrator's own recommendation to the Vice President for inclusion in the personnel file.

## Article 55 - Appointment of Faculty

**Section A. Term/Continuing Appointment.** Faculty hired on the tenure track shall be eligible to receive tenure after five (5) consecutive, one-year term appointments. Reappointment at the end of a total of five (5) years of term appointments shall be for a continuing appointment.

**Section B. Annual Appointments.** Faculty with annual appointments shall, after a period of five (5) consecutive, one-year, full-time appointments, receive a three-year appointment, provided the faculty member received satisfactory evaluations throughout the initial five-year period and further provided that the College determines there is reasonable assurance that the position will be continued for three (3) years. Subsequent three-year appointments will be made under the same conditions.

**Section C. Number of Full-Time Teaching Faculty.** The minimum number of full-time teaching lines for 2015-2016 shall be increased or decreased from prior year by the percentage in FTE enrollment measured from 2013-2014 to 2014-2015 as of 8/31/2015. Subsequent years shall be calculated in the same fashion.

## Article 56 - Employee Assistance Program

The College agrees to participate in an employee assistance program for Faculty. This coverage will be provided at full cost by the College. This program will be chosen in consultation with the Faculty Association.

## Article 57 - Orientation

The College and the Faculty Association agree that new faculty may be required to attend orientation before the start of an appointment year.

## Article 58 - Emeritus Status

Faculty, other than those having temporary appointments, who meet the following conditions are eligible for emeritus status:

- 1) Completed a minimum of ten (10) years of full-time service at the College;
- 2) Achieved the rank of Professor or Associate Professor;
- 3) Retired in accordance with the provisions of Article 27, Section B or Article 50, Section A;  
or
- 4) Retired because of incapacity in accordance with the provisions of Article 7, Section C of this Agreement.

Individuals who meet the above requirements may be granted emeritus status equal to their professional rank as of the time of their retirement by action of the Board acting upon the recommendations of the department involved, the Division Dean, appropriate Vice President and the President.

Professional rank emeritus shall carry with it such of the following privileges as are relevant and possible: use of the library, recreational and study facilities, use of office and laboratory space, eligibility for research grants, representation of the College in professional groups, membership in the academic governance organization, use of the College mailing address, secretarial help, faculty dining privileges, and participation in convocations and academic processions.

## Article 59 - Distance Education

**Section A. Course Development.** Since developing educational media for all courses, including distance education, is the responsibility of Faculty, the College is not required to compensate the Faculty for the development of a distance learning course nor is the College required to provide a workload reduction for the course development.

**Section B. Use.** Faculty who develop courses for distance education grant the college a non-exclusive license to the course materials and all derivatives, for the purpose of instruction, for five (5) years from the date the course is first taught.

**Section C. Workload.** Workload for distance education is addressed in Article 47, Section N.

## Article 60 - Agreement Not to Compete

Once a faculty member teaches a course at a business or governmental agency under the sponsorship of the College, the faculty member agrees not to compete with the College by subsequently offering the same or similar course to that business or governmental entity. If the College is no longer interested in offering the course for the business or governmental entity, it would not be a violation of this article for the faculty member to teach the course.

## Article 61 - Grants Employees

The following articles of this Agreement apply to Grants employees:

- Article 1 – Definitions
- Article 2 – Preamble
- Article 3 – Recognition
- Article 5(A) - Academic Freedom and Tenure
- Article 6 - Faculty Personnel Records
- Article 7 (A), (B), (C) – Termination
- Article 9 - Vacation Leave
- Article 10 - Sick Leave
- Article 11 - Parental Leave
- Article 12 - Adoption Leave
- Article 14 - Bereavement Leave

Article 15 - Personal Leave  
Article 16 - Leave for Jury Duty, Court Attendance or Official Hearing  
Article 17 - Military Duty  
Article 18 - Other Leaves of Absence  
Article 19 (C) - Rights and Benefits of Faculty on Leave  
Article 20 - Health Insurance  
Article 21 - Dental Insurance  
Article 22 - Life Insurance  
Article 23 - Disability Insurance  
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Article 30 - Direct Deposit  
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Article 34 – Parking  
Article 35 - Involvement in the Annual College Budget  
Article 36 - Annual College Budget  
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Article 41 - Contract Printing  
Article 42 - Rights of the Board of Trustees  
Article 43 - Board of Trustees' Policy Manual  
Article 44 - Grievance Procedures  
Article 45 – Compensation  
Article 46 – Salary Equity & Longevity  
Article 48 - Off Campus Expense  
Article 49 - Tuition Waiver  
Article 52 - Technical Assistant/Advisor  
Article 53 - Joint Committee on Labor/Management Cooperation  
Article 54 - Faculty Evaluation  
Article 56 - Employee Assistance Program

Article 57 – Orientation

Article 60 - Agreement Not to Compete

Article 62 - Realignment

Article 63 - Department Chairs

Article 64 - Faculty with Multiple Assignments

Article 65 - Final Provisions

## Article 62 - Realignment

**Section A. Applicability.** This article applies to all realigned academic departments.

**Section B. Discipline/Program Autonomy.**

- 1) Each discipline or program will use historically established minimum criteria that must be met by faculty in order to teach a course or courses within these academic departments. Only faculty who meet these criteria will be entitled to access on-load or overload courses in a particular discipline/program. The discipline or program faculty will have primary but not sole responsibility for determining whether faculty meets these criteria. Any conflicts over whether faculty meets these criteria will be resolved by a three-person committee selected jointly by the Labor/Management Committee.
- 2) Primary but not sole responsibility for adjunct supervision remains with the discipline or program within the department. The department will determine the fair distribution of the adjunct supervision supplement, as defined in Article 45, Section J. To the extent no distribution scheme is agreed upon, the adjunct supervision stipend will be distributed proportionately to each discipline or program based on the number of adjunct sections taught per discipline or program per year.
- 3) Faculty from each discipline or program within that department will have primary but not sole responsibility for development, review and modification of courses that carry discipline or program course prefixes.
- 4) Faculty from each discipline or program within that department will have primary but not sole responsibility for hiring, retention and promotion recommendations for faculty teaching within that discipline or program. Such recommendations shall be made to the department chair.

**Section C. Department of the Whole.** Nothing precludes realigned departments from operating as a department of the whole. Decisions on whether to operate as a department of the whole must be made by two-thirds majority of the voting faculty of each discipline/program.

## Article 63 - Department Chairs

### **Section A. Appointment, Term, and Termination of Appointment of Chairpersons.**

Chairpersons of academic departments shall be appointed by the President and shall serve at the pleasure of the President with a normal term of service being three years. If the chairperson of an academic department is relieved of duties as a chairperson, he/she shall retain such rights and privileges as he/she may have by virtue of their academic rank. The faculty governance organization shall monitor the selection of department chairs. All Department Chairperson positions are to be considered 11-month assignments. Chairs will receive 10% of their 10-month annual salary for working 21 days during July and August. Chairs will work with their deans to mutually agree upon a schedule during the summer.

**Section B. Responsibilities.** Chairpersons of academic departments shall serve as chief representatives of their departments and be responsible for the implementation of the educational programs of the departments for which they serve. They shall have such other duties and responsibilities as may be assigned by the President.

**Section C. Evaluation.** Chairpersons serving as a full term for their departments will be evaluated in the spring of the first year of every term and the fall of year three. Deans should review progress with the chair during the years that there is not a departmental process. Any continuing chair who has previously received both a formative and summative evaluation who is appointed for another three-year term will be evaluated in the fall of year three of each subsequent term. The Dean and Provost/Vice President may agree upon an alternative schedule for continuing and/or interim chairs.

### **Section D. Chair Compensation**

- 1) Adjustment to base salary. Department chairs will receive 10% of their 10-month annual salary as described in Section A of this article.
- 2) Chair Release Time and Stipends. Chair release time and stipends will be indexed to the 2019-2020 academic year for the duration of this agreement (except where noted below)

<b>Department</b>	<b>Chair Stipend</b>	<b>FCH Release Time</b>
Anthropology/History/Political Science/Sociology	\$2,701	22
Applied Technologies	\$2,701	22
Biology	\$3,714	26
Business Administration/Economics	\$3,377	26
Chemistry/Geosciences	\$3,039	22
Education/Human Services	\$2,026	17
Engineering Science/Physics	\$2,364	20
Engineering Technologies	\$2,364	20
English/Philosophy	\$3,714	26
ESOL/Transitional Studies	\$4,389	29
Health & Physical Education	\$3,039	22
Health Professions	\$2,364	76

<b>Department</b>	<b>Chair Stipend</b>	<b>FCH Release Time</b>
Hospitality	\$2000	15
Information & Computer Technologies	\$2,364	20
Law & Criminal Justice	\$2000	15
Mathematics	\$4,727	32
Nursing	\$2,701	27
Psychology	\$2,364	20
Visual & Performing Arts	\$3,714	26
World Languages and Cultures	\$2,026	17

Chairs will be permitted to distribute release time to other members of the department to facilitate department activities. A chairperson cannot receive more release hours than the required workload for a member of the department. Release time above this limit must be distributed to other members of the department. The chair will receive a minimum number of released hours as determined from the table above. The remainder of the release time will be distributed by the department on a consensus basis to support the coordination of programs.

## Article 64 - Faculty with Multiple Assignments.

**Section A. Definitions.** The Faculty Association represents part-time professionals who work 910 hours or more per year and adjuncts. For employees with multiple assignments that include adjunct teaching, tutoring, advising and hourly professional assignments, a conversion formula is required.

- 1) The formula is 1 FCH = 37.9 clock hours of work;
- 2) All professional work from September 1 – August 31 will be aggregated in order to determine an employee's hours. This includes Fall, Intersession, Spring and both Summer sessions;
- 3) The contractual limit of 10 FCH/semester for adjunct assignments continues unchanged (Article 32(D));

### Section B. Compensation.

- 1) Adjunct rate is contractual and based on rank (Article 32(D))
- 2) Tutoring rate for FA-represented employees will be a minimum of \$25.00
  - a. Tutoring rates are set by individual departments/programs and may vary;
  - b. Tutors who are not represented by the FA (e.g. student tutors, peer tutors, tutors without adjunct status whose assignments are less than 910 per year) are not covered by this Article.
- 3) The minimum hourly rate for professional work over 910 hours is determined by assigning a title, dividing the contractual pay for that title by 1820 to determine an hourly rate;
- 4) Based on past practice, the advising rate is based on the adjunct/overload per FCH for the individual's rank and dividing by 28.5.

### **Section C. Benefits.**

- 1) Adjuncts who teach more than 24 FCH per year are considered full-time employees and are entitled to benefits.
- 2) Employees who aggregate 910 or more hours but less than 1820 hours per year (September 1 to August 31) are accorded benefits of part-time employees (Article 51);
- 3) Employees who aggregate 1820 hours per year are accorded benefits of full-time employees.

**Section D. Exceptions.** This Section does not affect past practice over compensation and/or benefits regarding part-time nurses, clinical supervisors and massage therapy clinic facilitators.

### **Article 65 - Final Provisions**

This Agreement shall constitute the full and complete commitment by the Board and the Faculty Association and may be altered, changed, added to, deleted from, or modified only through the mutual consent of the parties in a written and signed amendment to this Agreement.



**Monroe Community College**

STATE UNIVERSITY OF NEW YORK

This Agreement shall become effective September 1, 2022 and terminate at the close of business on August 31, 2027.

Bethany Gizzi  
Chief Negotiator & President  
MCC Faculty Association

Date

Kristin Lowe  
Chief Negotiator & Director, Human Resources  
Monroe Community College

Date

DeAnna R. Burt-Nanna  
President  
Monroe Community College

Date

Allen K. Williams  
Chairman  
Monroe Community College Board of Trustees

Date

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## 1940 Statement of Principles on Academic Freedom and Tenure with 1970 Interpretive Comments

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*In 1940, following a series of joint conferences begun in 1934, representatives of the American Association of University Professors and of the Association of American Colleges (now the Association of American Colleges and Universities) agreed upon a restatement of principles set forth in the 1925 Conference Statement on Academic Freedom and Tenure. This restatement is known to the profession as the 1940 Statement of Principles on Academic Freedom and Tenure.*

*The 1940 Statement is printed below, followed by Interpretive Comments as developed by representatives of the American Association of University Professors and the Association of American Colleges in 1969. The governing bodies of the two associations, meeting respectively in November 1989 and January 1990, adopted several changes in language in order to remove gender-specific references from the original text.*

The purpose of this statement is to promote public understanding and support of academic freedom and tenure and agreement upon procedures to ensure them in colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher<sup>1</sup> or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.<sup>[1]</sup><sup>2</sup>

Tenure is a means to certain ends; specifically: (1) freedom of teaching and research and of extramural activities, and (2) a sufficient degree of economic security to make the profession attractive to men and women of ability. Freedom and economic security, hence, tenure, are indispensable to the success of an institution in fulfilling its obligations to its students and to society.

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<sup>1</sup>The word "teacher" as used in this document is understood to include the investigator who is attached to an academic institution without teaching duties.

<sup>2</sup>Bold-face numbers in brackets refer to Interpretive Comments which follow.

## ACADEMIC FREEDOM

- (a) Teachers are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
- (b) Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject.[2] Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.[3]
- (c) College and university teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.[4]

## ACADEMIC TENURE

After the expiration of a probationary period, teachers or investigators should have permanent or continuous tenure, and their service should be terminated only for adequate cause, except in the case of retirement for age, or under extraordinary circumstances because of financial exigencies.

In the interpretation of this principle it is understood that the following represents acceptable academic practice:

1. The precise terms and conditions of every appointment should be stated in writing and be in the possession of both institution and teacher before the appointment is consummated.
2. Beginning with appointment to the rank of full-time instructor or a higher rank,[5] the probationary period should not exceed seven years, including within this period full-time service in all institutions of higher education; but subject to the proviso that when, after a term of probationary service of more than three years in one or more institutions, a teacher is called to another institution, it may be agreed in writing that the new appointment is for a probationary period of not more than four years, even though thereby the person's total probationary period in the academic profession is extended beyond the normal maximum of seven years.[6] Notice should be given at least one year prior to the expiration of the probationary period if the teacher is not to be continued in service after the expiration of that period.[7]
3. During the probationary period a teacher should have the academic freedom that all other members of the faculty have.[8]
4. Termination for cause of a continuous appointment, or the dismissal for cause of a teacher previous to the expiration of a term appointment, should, if possible, be considered by both a faculty committee and the governing board of the

institution. In all cases where the facts are in dispute, the accused teacher should be informed before the hearing in writing of the charges and should have the opportunity to be heard in his or her own defense by all bodies that pass judgment upon the case. The teacher should be permitted to be accompanied by an advisor of his or her own choosing who may act as counsel. There should be a full stenographic record of the hearing available to the parties concerned. In the hearing of charges of incompetence the testimony should include that of teachers and other scholars, either from the teacher's own or from other institutions. Teachers on continuous appointment who are dismissed for reasons not involving moral turpitude should receive their salaries for at least a year from the date of notification of dismissal whether or not they are continued in their duties at the institution.[9]

5. Termination of a continuous appointment because of financial exigency should be demonstrably *bona fide*.

### 1940 INTERPRETATIONS

At the conference of representatives of the American Association of University Professors and of the Association of American Colleges on November 7-8, 1940, the following interpretations of the 1940 *Statement of Principles on Academic Freedom and Tenure* were agreed upon:

1. That its operation should not be retroactive.
2. That all tenure claims of teachers appointed prior to the endorsement should be determined in accordance with the principles set forth in the 1925 *Conference Statement on Academic Freedom and Tenure*.
3. If the administration of a college or university feels that a teacher has not observed the admonitions of paragraph (c) of the section on Academic Freedom and believes that the extramural utterances of the teacher have been such as to raise grave doubts concerning the teacher's fitness for his or her position, it may proceed to file charges under paragraph (a)(4) of the section on Academic Tenure. In pressing such charges the administration should remember that teachers are citizens and should be accorded the freedom of citizens. In such cases the administration must assume full responsibility, and the American Association of University Professors and the Association of American Colleges are free to make an investigation.

### 1970 INTERPRETIVE COMMENTS

*Following extensive discussion on the 1940 Statement of Principles on Academic Freedom and Tenure with leading educational associations and with individual faculty members and administrators, a joint committee of the AAUP and the Association of American Colleges met during 1969 to reevaluate this key policy statement. On the basis of the comments received, and the discussions that ensued, the joint committee felt the preferable approach was to formulate interpretations of the Statement in terms of the experience gained in implementing and applying the Statement for over thirty years and of adapting it to current needs.*

*The Committee submitted to the two associations for their consideration the following "Interpretive Comments." These interpretations were adopted by the Council of the American Association of University Professors in April 1970 and endorsed by the Fifty-sixth Annual Meeting as Association policy.*

In the thirty years since their promulgation, the principles of the 1940 *Statement of Principles on Academic Freedom and Tenure* have undergone a substantial amount of refinement. This has evolved through a variety of processes, including customary acceptance, understandings mutually arrived at between institutions and professors or their representatives, investigations and reports by the American Association of University Professors, and formulations of statements by that association either alone or in conjunction with the Association of American Colleges. These comments represent the attempt of the two associations, as the original sponsors of the 1940 *Statement*, to formulate the most important of these refinements. Their incorporation here as Interpretive Comments is based upon the premise that the 1940 *Statement* is not a static code but a fundamental document designed to set a framework of norms to guide adaptations to changing times and circumstances.

Also, there have been relevant developments in the law itself reflecting a growing insistence by the courts on due process within the academic community which parallels the essential concepts of the 1940 *Statement*; particularly relevant is the identification by the Supreme Court of academic freedom as a right protected by the First Amendment. As the Supreme Court said in *Keyishian v. Board of Regents* 385 U.S. 589 (1967), "Our Nation is deeply committed to safeguarding academic freedom, which is of transcendent value to all of us and not merely to the teachers concerned. That freedom is therefore a special concern of the First Amendment, which does not tolerate laws that cast a pall of orthodoxy over the classroom."

The numbers refer to the designated portion of the 1940 *Statement* on which interpretive comment is made.

1. The Association of American Colleges and the American Association of University Professors have long recognized that membership in the academic profession carries with it special responsibilities. Both associations either separately or jointly have consistently affirmed these responsibilities in major policy statements, providing guidance to professors in their utterances as citizens, in the exercise of their responsibilities to the institution and to students, and in their conduct when resigning from their institution or when undertaking government-sponsored research. Of particular relevance is the *Statement on Professional Ethics*, adopted in 1966 as Association policy. (A revision, adopted in 1987, was published in *Academe: Bulletin of the AAUP* 73 [July-August 1987]: 49.)

2. The intent of this statement is not to discourage what is "controversial." Controversy is at the heart of the free academic inquiry which the entire statement is designed to foster. The passage serves to underscore the need for teachers to avoid persistently intruding material which has no relation to their subject.

3. Most church-related institutions no longer need or desire the departure from the principle of academic freedom implied in the 1940 *Statement*, and we do not now endorse such a departure.

4. This paragraph is the subject of an interpretation adopted by the sponsors of the 1940 *Statement* immediately following its endorsement which reads as follows:

If the administration of a college or university feels that a teacher has not observed the admonitions of paragraph (c) of the section on Academic Freedom and believes

that the extramural utterances of the teacher have been such as to raise grave doubts concerning the teacher's fitness for his or her position, it may proceed to file charges under paragraph (a)(4) of the section on Academic Tenure. In pressing such charges the administration should remember that teachers are citizens and should be accorded the freedom of citizens. In such cases the administration must assume full responsibility, and the American Association of University Professors and the Association of American Colleges are free to make an investigation.

Paragraph (c) of the section on Academic Freedom in the 1940 *Statement* should also be interpreted in keeping with the 1964 "Committee A Statement on Extramural *Bulletin 51* [1965]: 29), which states *inter alia*: "The controlling principle is that a faculty member's expression of opinion as a citizen cannot constitute grounds for dismissal unless it clearly demonstrates the faculty member's unfitness for his or her position. Extramural utterances rarely bear upon the faculty member's fitness for the position. Moreover, a final decision should take into account the faculty member's entire record as a teacher and scholar."

Paragraph V of the *Statement on Professional Ethics* also deals with the nature of the "special obligations" of the teacher. The paragraph reads as follows:

As members of their community, professors have the rights and obligations of other citizens. Professors measure the urgency of other obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons they avoid creating the impression of speaking or acting for their college or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

Both the protection of academic freedom and the requirements of academic responsibility apply not only to the full-time probationary and the tenured teacher, but also to all others, such as part-time faculty and teaching assistants, who exercise teaching responsibilities.

5.t The concept of "rank of full-time instructor or a higher rank" is intended to include any person who teaches a full-time load regardless of the teacher's specific title.\*

6.t In calling for an agreement "in writing" on the amount of credit given for at faculty member's prior service at other institutions, the *Statement* furthers the general policy of full understanding by the professor of the terms and conditions of the appointment. It does not necessarily follow that a professor's tenure rights have been violated because of the absence of a written agreement on this matter. Nonetheless, especially because of the variation in permissible institutional practices, a written understanding concerning these matters at the time of appointment is particularly appropriate and advantageous to both the individual and the institution.\*\*

7.t The effect of this subparagraph is that a decision on tenure, favorable or unfavorable, must be made at least twelve months prior to the completion of the probationary period. If the decision is negative, the appointment for the following year

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\*For a discussion of this question, see the "Report of the Special Committee on Academic Personnel Ineligible for Tenure," AAUP *Bulletin 52* (1966):280-82.t

\*\*For a more detailed statement on this question, see "On Crediting Prior Service Elsewhere as Part of the *Bulletin 64* (1978):274-75.

becomes a terminal one. If the decision is affirmative, the provisions in the 1940 *Statement* with respect to the termination of service of teachers or investigators after the expiration of a probationary period should apply from the date when the favorable decision is made.

The general principle of notice contained in this paragraph is developed with greater specificity in the *Standards for Notice of Nonreappointment*, endorsed by the Fiftieth Annual Meeting of the American Association of University Professors (1964). These standards are:

Notice of nonreappointment, or of intention not to recommend reappointment to the governing board, should be given in writing in accordance with the following standards:

- (1) Not later than March 1 of the first academic year of service, if the appointment expires at the end of that year; or, if a one-year appointment terminates during an academic year, at least three months in advance of its termination.
- (2) Not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; or, if an initial two-year appointment terminates during an academic year, at least six months in advance of its termination.
- (3) At least twelve months before the expiration of an appointment after two or more years in the institution.

Other obligations, both of institutions and of individuals, are described in the *Statement on Recruitment and Resignation of Faculty Members*, as endorsed by the Association of American Colleges and the American Association of University Professors in 1961.

8. The freedom of probationary teachers is enhanced by the establishment of a regular procedure for the periodic evaluation and assessment of the teacher's academic performance during probationary status. Provision should be made for regularized procedures for the consideration of complaints by probationary teachers that their academic freedom has been violated. One suggested procedure to serve these purposes is contained in the *Recommended Institutional Regulations on Academic Freedom and Tenure*, prepared by the American Association of University Professors.

9. A further specification of the academic due process to which the teacher is entitled under this paragraph is contained in the *Statement on Procedural Standards in Faculty Dismissal Proceedings*, jointly approved by the American Association of University Professors and the Association of American Colleges in 1958. This interpretive document deals with the issue of suspension, about which the 1940 *Statement* is silent.

The 1958 *Statement* provides: "Suspension of the faculty member during the proceedings is justified only if immediate harm to the faculty member or others is threatened by the faculty member's continuance. Unless legal considerations forbid, any such suspension should be with pay." A suspension which is not followed by either reinstatement or the opportunity for a hearing is in effect a summary dismissal in violation of academic due process.

The concept of "moral turpitude" identifies the exceptional case in which the professor may be denied a year's teaching or pay in whole or in part. The statement applies to that kind of behavior which goes beyond simply warranting discharge and is so utterly blameworthy as to make it inappropriate to require the offering of a year's teaching or pay. The standard is not that the moral sensibilities of persons in the particular community have been affronted. The standard is behavior that would evoke condemnation by the academic community generally.

If you require assistance accessing this document, please contact a Human Resources representative at HR@monroecc.edu or (585) 292-2048.

## Faculty Workload

<b>Department</b>	<b>Department Load</b>
Anthropology / History / Political Science / Sociology	30
Applied Technologies: Automotive Technology	30
Applied Technologies: HVAC	30
Applied Technologies: Tooling / Machining	36
Biology	30
Business Administration / Economics	30
Chemistry / Geosciences	30
Education	30
Engineering Science / Physics	30
Engineering Technologies: Electrical / Instrumentation	30.1
Engineering Technologies: Integrated Manufacturing	30
Engineering Technologies: Optical Systems	30
Engineering Technologies: Civil Technology	30
English for Speakers of Other Languages / Foreign Languages	30
English/ Philosophy	30

<b>Department</b>	<b>Department Load</b>
Health Professions: Dental Studies / Dental Assisting	37.3
Health Professions: Health Information Management	32
Health Professions: Radiological Technology	40
Health / Physical Education: Health	30
Health / Physical Education: Physical Education	33.6
Hospitality	34.5
Human Services	35.3
Law and Criminal Justice	30
Mathematics	30
Nursing	30.9
Office and Computer Programs	30
Psychology	30
Transitional Studies	30
Visual and Performing Arts	30

## ANNUAL FACULTY DEVELOPMENT REPORT

For Faculty Whose Primary Responsibility is Teaching\*\*:

Period of \_\_\_\_\_ to \_\_\_\_\_

Name:

Rank or Title:

Department:

The purpose of the AFDR is to provide you the means to tell *your own story* about *your own work*. The AFDR is not meant to function as a comprehensive list of everything you've done over the past year. Instead, the AFDR is a self-generated examination of your own performance and growth. The AFDR also provides you the valuable opportunity to consider more broadly the relationship of your work to the work of the College, as defined by the College's mission and strategic plan. Therefore, please use this document (1) to highlight your *most significant* choices and activities regarding your teaching/position, your professional development, and your service, and (2) to reflect on your evolving role at MCC. How can you focus each section of your AFDR so it presents your *most relevant* achievements as an *intentional* member of MCC's community?

- A. **Teaching Effectiveness:** List specific courses and types of sections (e.g. hybrid, lab, online). Provide a brief narrative description of the most significant choices you made about course preparations, course revisions, high-impact practices, and/or course materials used. Describe actions taken that have led to an enhancement of assessable student success and supported the College's mission and/or strategic plan\*.
- B. **Professional Activity and Growth:** Provide a brief narrative description and/or a brief list of the most significant courses, seminars, professional associations, credentials received, and/or activities that have supported your professional development and/or pedagogical practices over this past year. Describe how these activities have supported the College's mission and/or strategic plan\*.
- C. **Service to Students, College, and Community:** In addition to your teaching responsibilities, provide a brief narrative description and/or a brief list of how your most significant service activities have enhanced student success, supported the mission and goals of the College\*, and/or positively impacted the greater community.
- D. **Closing Reflections:** How have your past year's work, experience, activities, and accomplishments supported your plan for professional growth and/or your evolving role at MCC? Briefly outline and/or describe your intentions for the coming year to support your plan and/or role.

This report is to be submitted by the date set by your Vice President. Only activities since the submission of the previous report should be included. Retain one copy for your files and forward copies to your Department Chair, Dean, and Vice President.

You may include any attachments, electronic or otherwise, though this is not required.

\* The current mission and strategic plan can be found on the College website.

\*\* Adjunct faculty need only complete Sections A, B, and D.

## ANNUAL FACULTY DEVELOPMENT REPORT

For Professional Staff

Period of \_\_\_\_\_ to \_\_\_\_\_

Name:

Rank or Title:

Department:

The purpose of the AFDR is to provide you the means to tell *your own story* about *your own work*. The AFDR is not meant to function as a comprehensive list of everything you've done over the past year. Instead, the AFDR is a self-generated examination of your own performance and growth. The AFDR also provides you the valuable opportunity to consider more broadly the relationship of your work to the work of the College, as defined by the College's mission and strategic plan. Therefore, please use this document (1) to highlight your *most significant* choices and activities regarding your teaching/position, your professional development, and your service, and (2) to reflect on your evolving role at MCC. How can you focus each section of your AFDR so it presents your *most relevant* achievements as an *intentional* member of MCC's community?

- A. **Position Effectiveness:** Provide a brief list of your most significant accomplishments this past year, followed by a brief narrative description of the most significant choices you made as part of your primary responsibilities. Describe actions taken that have supported the College's mission and/or strategic plan\*.
- B. **Professional Activity and Growth:** Provide a brief narrative description and/or a brief list of the most significant courses, seminars, professional associations, credentials received, and/or activities that have supported your professional development over this past year. Describe how these activities have supported the College's mission and/or strategic plan\*.
- C. **Service to Students, College, and Community:** In addition to your primary responsibilities, provide a brief narrative description and/or a brief list of how your most significant service activities have enhanced student success, supported the mission and goals of the College\*, and/or positively impacted the greater community.
- D. **Closing Reflections:** How have your past year's work, experience, activities, and accomplishments supported your plan for professional growth and/or your evolving role at MCC? Briefly outline and/or describe your intentions for the coming year that support your plan and/or role.

This report is to be submitted by the date set by your Vice President. Only activities since the submission of the previous report should be included. Retain one copy for your files and forward copies to your Direct Supervisor, Dean, and Vice President.

You may include any attachments, electronic or otherwise, though this is not required.

\* The current mission and strategic plan can be found on the College website.

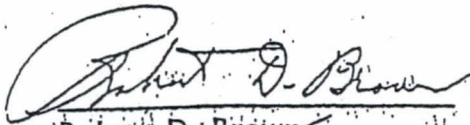
## LETTER OF AGREEMENT

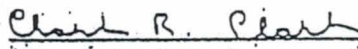
### PUBLIC SAFETY TRAINING CENTER WORKLOAD

It is agreed that:

1. The faculty contact hour workload for program coordinator positions in the law enforcement program is 3 FCH per academic year. The remainder (majority) of responsibilities involve non-teaching activities and, therefore, these will not be tenure track positions.
2. The faculty contact hour workload for program coordinator positions in the emergency medical services program is 3 FCH per academic year. The remainder (majority) of responsibilities involve non-teaching activities and, therefore, these will not be tenure track positions.
3. The faculty contact hour workload for teaching/program coordinator positions in the paramedic program is 27.4 FCH per 12 months (one paramedic program per year). The remainder (minority) of responsibilities involve non-teaching activities. Since the majority of responsibility is teaching, these will be tenure track positions unless lecturer-rank is assigned.
4. Any additional teaching faculty contact-hour (FCH) workload for the above positions in law enforcement, emergency medical services or the paramedic programs will be considered as overload.
5. The length of the work-day/work-week will be consistent with that of full-time non-teaching personnel (35 hours/week).

This agreement will be effective September 1, 1995.

  
Robert D. Brown  
8-30-95  
Date

  
Charles R. Clarke  
8-30-95  
Date

## Resolution of Improper Practice Charge Public Safety Training Center

The Public Safety Training Center ("PSTC") provides credit and non-credit instruction in public safety disciplines including law enforcement, emergency medical services, fire service and security to both the private and public sectors.

Many of the courses and programs are accredited.

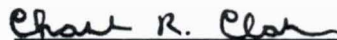
In order to balance the requirements of state and national standards and accrediting bodies with the Faculty Association contract, the parties agree as follows:

- 1.e Credit course sections not wholly taught by PSTC faculty or adjunct instructors will be supervised by PSTC professional staff who also hold academic rank.e
- 2.e The professional staff members will certify the awarding of credit by supervising the instruction, assessment and assigning of grades.e
- 3.e The course content may be delivered by subject matter specialists with specialties as required by accrediting agencies or as deemed necessary by the professional staff.e
- 4.e The professional staff will be listed on the master schedule as instructors of record but will not be assigned faculty contact hours unless actively instructing.e
- 5.e The professional staff may be assigned an annual faculty contact hour workload up to three FCH. The annual course and FCH assignment will be mutually agreed upon between the Dean and the individual based on the needs of their program. Since the majority of the responsibilities involve non-teaching activities, their work schedule will follow college policies on normal workday (7 hours) and work week (35 hours).e
- 6.e Any additional teaching faculty contact hour work load for the above positions will be considered overload.e
- 7.e The PSTC offers credit programs with the following course prefixes: EMS, FPT, HSE,e LEF, PLE, PSC, PSP and PST. If the college adds any additional credit programs at the PSTC that require this model, the college agrees to advise and negotiate with the Faculty Association.e
- 8.e This agreement does not alter the contractual requirement of exclusivity of the Faculty Association as found in Article 3 of the Collective Bargaining Agreement.e

This agreement resolves the improper practice charge filed by NYSUT on behalf of the Faculty Association, Case No. U-28482.



\_\_\_\_\_  
Diane M. Cecero  
Contract Administrator  
Monroe Community College



\_\_\_\_\_  
Charles R. Clarke, President  
Faculty Association

Dated: December 15<sup>th</sup>, 2008

If you require assistance accessing this document, please contact a Human Resources representative at HR@monroecc.edu or (585) 292-2048.

## **Letter of Agreement On the addition of Guidelines to Article 32, Sections C and E**

**The 2008-12 Contract revised Article 32, Section C by adding the italicized language below.**

### **Section C.**

Departments are responsible for developing and implementing procedures for assigning available courses to adjuncts. These procedures must be consistent with general College policies.

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

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

*Assuming available section(s) and that the adjunct faculty member has the qualifications to teach the available section(s), beginning in Fall 2008 an adjunct faculty member with five (5) years continuous teaching service at MCC and ninety (90) FCH of MCC experience will be assigned to at least one course per semester, including summer. Continuous service is defined as having no service break longer than one year. Adjunct class assignments shall be placed on the Master Schedule no later than three (3) weeks prior to the beginning of each semester, beginning with Intersession 2009.*

**The Labor Management Committee proposes the following guidelines for implementation:**

### **Section C. Guidelines for Implementation**

- 1) **Continuous Service.** Continuous service is defined as service within Monroe Community College.
- 2) **90 FCH.** Ninety (90) FCH is defined as FCH within Monroe Community College. Only courses taught since Fall 1990 will be included.

- 3) **Qualifications.** A department has the right to set minimum qualifications for teaching each course. Those minimum qualifications should be available in writing to all departmental faculty. If a department decides that a “senior” adjunct faculty member (with 5 continuous years and 90 FCH) is no longer qualified to teach a course (or all courses), the faculty member must be notified in writing, and told whether this change is based on a change in the department’s minimum qualifications or based on an evaluation of the adjunct faculty member.
- 4) **Retirees.** Neither college policy nor the Faculty Association Contract gives retired/emeritus faculty any rights to adjunct faculty status. Once a department assigns a class to a retired/emeritus faculty member, then for purposes of future assignments the faculty member will be considered to be an adjunct faculty member. If the retired/emeritus faculty is assigned a course in his or her previous department within the first year after retirement, then the faculty member’s previous years and FCH of service at Monroe Community College will be counted toward “senior” status for purposes of course assignments. Otherwise, the retired/emeritus faculty member will not be considered “senior” until after he/she completes five years of continuous service as an adjunct and 90 FCH teaching (including teaching prior to retirement). Neither college policy nor the Faculty Association contract gives retired/emeritus faculty any rights or preferences for assignments other than those granted to all adjunct faculty.
- 5) **Faculty Completing Temporary Teaching Positions.** Adjunct faculty who assume a temporary part-time or full-time teaching position will continue as adjunct faculty once that position ends. Years of service and FCH in a temporary teaching position will count toward the 5 years of service and 90 FCH needed to be a “senior” adjunct for assignment purposes.
- 6) **Employees of Other Departments.** Employees of college departments, other than the department where a course is offered, shall not have any rights or preferences for adjunct or overload teaching assignments other than those granted to all adjunct faculty.
- 7) **Assignment of courses.** It is understood that departments may schedule full-time and part-time faculty (on load and overload) for any classes in any semesters/sessions before scheduling adjunct faculty.

If a “senior” adjunct has taught in multiple departments, it will be the responsibility of the department in which the adjunct has taught most recently to offer the adjunct a course if one is available. If the adjunct has taught simultaneously in more than one department most recently, then one of these departments shall offer a course if one is available in either department.

While every “senior” adjunct (with 5 continuous years and 90 FCH taught in the department) must be offered a course each semester (including summer) if one is available for which he/she is qualified, there is no implied preference by seniority within the group of senior adjuncts if not enough courses are available for all of them. Similarly, once each “senior” adjunct in a department is offered a course for which he/she is qualified, if available, there are no seniority rights among the adjunct faculty to the remaining courses.

Departments will make a reasonable effort to offer "senior" adjunct faculty courses that they have requested or have previously taught at times that fit within their availability. However, if an adjunct faculty member has a narrow window of availability, the department is not expected to make extraordinary efforts to assign that adjunct a class.

In cases where the first class offered is unacceptable to the adjunct faculty member, departments are encouraged to work cooperatively with the adjunct faculty member to find an alternative class, where possible, without disrupting the schedules of other faculty. However, once a class is offered, if the adjunct faculty member turns it down, that faculty member has no right to an alternative assignment.

If an offer of a class assignment is made to the adjunct faculty member's college e-mail address, and the adjunct does not accept within the following five (5) college working days, the adjunct faculty member may be considered to have turned down the assignment. However, if the offer of a class assignment is made three (3) weeks (or less) before the start of a class and to the adjunct's faculty member's college email address, the failure of the adjunct to respond within three (3) college working days, the adjunct may be considered to have turned down the assignment.

If a class assigned to an adjunct faculty member is canceled, the adjunct faculty member will have no "bumping" rights, regardless of seniority. Departments are encouraged not to "bump" senior adjuncts even to make base teaching load if other reasonable scheduling options exist.

**The 2008-12 Contract revised Article 32, Section E by adding the italicized language below.**

**Section E. Guidelines for Adjunct Faculty Evaluation and Promotion.** Evaluation for adjunct rank is primarily referenced on demonstrated effectiveness in teaching and professional development that supports it. *Adjunct faculty will be evaluated once per year for the first five (5) years of teaching and once every three years thereafter. Evaluation will include classroom observation, review of instruction and assessment materials, and other departmentally determined criteria related to teaching.*

Adjunct faculty shall be eligible for promotion after four years in rank having taught a minimum of eight semesters, including summer sessions.

To be considered for promotion, an adjunct faculty;

1. Must have an official transcript on file;
2. Must have a current AFDR (Sections A, B and G0 on file covering the time period since the last promotion;
3. Must have had a classroom visitation with the last 12 months, with a report on file; and
4. Must receive a letter of support from the department chairperson and the rank and tenure committee or adjunct supervisor.

**The Labor Management Committee proposes the following guidelines for implementation:**

**Guidelines for Departments, Article 32, Section E.**

- Each department will have a departmental policy on adjunct evaluation which addresses the elements upon which adjunct evaluation is based. The elements should include:
  - One or more classroom observations. The instrument used for an observation should be differentiated from the evaluation instrument.
  - An examination of instruction and examination materials
  - Other elements decided on by your department. They might include, for instance
    - Evidence of orientation to student success
    - An AFDR (Sections A, B and G only)
    - Cooperation with the department in submitting grades and attendance
    - Evidence of professional development related to teaching
    - Evidence that the courses are structured to achieve Course Learning Outcomes
    - A sample is provided (Sample/Template)
- The evaluation should specifically indicate whether the department recommends that future class assignments will be made (contingent upon availability); whether there are concerns that need be addressed for future continuity of service; or whether the department recommends that it not assign the adjunct future sections.
- An Evaluation needs to be transmitted through the Chair, the Dean, and the Vice President of Academic Services for placement in the individual's Official File.
- Your departmental policy should address frequency and timing of observation, keeping in mind that new adjuncts need immediate guidance and that there are fewer adjunct assignments made in other sessions compared with the Fall semester.
- The contract language regarding frequency should be interpreted as "at least" once per year for the first five years and "at least" once every three years thereafter. Departments may decide to observe and evaluate more frequently if they believe the situation warrants it. An evaluation for promotion can restart a new three-year evaluation cycle for adjunct faculty who have served longer than five years.
- Promotion recommendations will still require a letter of support from chair and a committee or adjunct supervisor.

**Section E.** [*Sample/Template to assist in developing an adjunct evaluation tool, the Labor Management Subcommittee provides this sample for adjunct evaluation.*]

### **Adjunct Evaluation**

**Name:** \_\_\_\_\_ **Department:** \_\_\_\_\_

**Article 32, Section E:** Adjunct faculty will be evaluated once per year for the first five (5) years of teaching and once every three (3) years thereafter. Evaluation will include classroom observation, review of instruction and assessment materials and other departmentally determined criteria to teaching.

**A. Classroom observation.**

(Department should feel free to design classroom observation forms that best meet department needs.)

**B. Review of Instruction and Assessment Materials.**

(Some examples) (Acceptable/Not Acceptable\*)  
Course information sheet  
Assignments  
Grading practices  
Attendance policies  
Testing

**C. Department Criteria.**

(Some examples) (Acceptable/Not Acceptable)  
Timeliness  
Communication  
Accessibility  
Availability  
Cooperation with department  
Evidence of professional development  
Commitment to student success

**D. Recommend for future Courses.** (Yes/No/Contingent\*\*)

**E. Optional Comments.**

\*Department may create its own scale.

\*\*If Contingent, give details.

Evaluator Signature:

Date:

Evaluatee Signature:

Date:


Evaluatee's signature indicates acceptance of the evaluation and does not signify agreement. Within ten (10) days of receiving the report, the evaluated faculty has the option of writing a response to the evaluation which will be attached to the evaluation.

**Letter of Agreement  
On the addition of Guidelines to  
Article 32, Sections C and E**

Dated: 5-1-09



Charles R. Clarke  
President  
Faculty Association



Diane M. Cecero  
Contract Administrator  
Monroe Community College

## LETTER OF AGREEMENT

This Letter of Agreement will clarify Article 55, Appointment of Faculty, Sections A and B of the 2008-2012 Faculty Association contract.

For 12-month professional staff, "one-year" will be interpreted to include all those in full-time status on or before November 30 of their first year.

Human Resources will adjust the official records of those whose initial start date was before November 30 to reflect credit for a full year of service.

All 12-month professional staff who believe that they are affected by this practice should contact Human Resources as soon as possible but no later than June 30, 2010.

This practice will affect years of service for purposes of Article 55, Article 13 (Leave for Professional Advancement), Article 27D (Retirement), Article 7M (Termination), Article 50 (Early Retirement), Article 52 (Promotion), Article 54 (Evaluation), Article 58 (Emeritus Status).

Dated: March 17, 2010



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Charles R. Clarke  
President  
Faculty Association



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Diane M. Cecero  
Contract Administrator  
Monroe Community College

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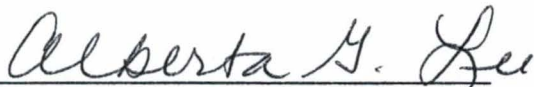
### Memorandum of Understanding

In response to changes made to the New York State curriculum for EMS courses, the College and the Faculty Association agree on the following:

- 1- Adjunct faculty may teach up to, but not exceeding 24 FCH per academic year (9/1 - 8/31).
- 2- An adjunct may teach a 13 FCH EMS course as part of that 24FCH maximum, as long as any other teaching assignments within the same academic year do not exceed the maximum.
- 3- This exception is does not establish a precedent.

  
\_\_\_\_\_  
Bethany Gizzi  
President  
Faculty Association

10/4/12  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Alberta Lee  
Contract Administrator  
Assistant to the President, Human Resources and Organizational Development  
Monroe Community College

10/8/12  
\_\_\_\_\_  
Date

**Letter of Agreement**  
**Amended from June 13, 2000**  
**Rank for Professional Staff**  
**June 4, 2013**

In order to resolve a grievance brought by the Faculty Association which alleges that Monroe Community College was violating its contractual agreement in the manner in which it granted rank to certain members of the professional staff, Monroe Community College and the Faculty Association agree as follows:

A. The following titles for carry academic rank:

1. Assistant Director of Counseling, International & Veterans Services
2. Associate Director of Counseling, International & Veterans Services
3. Assistant Director of EOP
4. Associate Director of EOP
5. Assistant Director of Career and Transfer Center
6. Associate Director of Career and Transfer Center
7. Assistant Director of Financial Aid
8. Associate Director of Financial Aid
9. Assistant Director of Student Services Center, DCC
10. Associate Director of Student Services Center, DCC
11. Associate Director of Office of Student Life & Leadership Development
12. Assistant Director of Office of Student Life & Leadership Development
13. Assistant Director, Libraries
14. Associate Director, Libraries
15. Assistant Director, Admissions
16. Associate Director, Admissions

B. When a person is appointed by the College to one of the aforementioned titles, the Board of Trustees will confer rank. If the person passes the contractual probationary period and is granted a continuing appointment by the College's Board of Trustees, that person will receive tenure. Such tenure does not preclude the College from redeploying the person to an alternative position consistent with his/her rank.

 6/10/13

Bethany L. Gizzi, President,  
Faculty Association,  
Monroe Community College

 8/12/13

Alberta G. Lee, Assistant to the President,  
Human Resources & Organizational Development,  
Monroe Community College

If you require assistance accessing this document, please contact a Human Resources representative at HR@monroecc.edu or (585) 292-2048.

## Letter of Agreement

### Paramedic Program Workload

It is agreed that:

- 1- The faculty contact hour teaching workload for the paramedic program will be increased from 29.5 to 40 FCH per 12 months.
- 2- Any additional teaching faculty contact hour (FCH) will be considered as overload and will be handled according to Article 45, Section E (Overload) and Article 47, Section P (Maximum Teaching Load by Semester).
- 3- This agreement is for the paramedic program only and is not to be applied to any other programs.
- 4- This agreement will be in effect until August 31, 2015 at which time it will be reviewed. If both parties agree, the annual base workload of the Paramedic program will then be added to the Faculty Workload Appendix of the Contractual Agreement (A7-A8).

Alberta Lee Date: 2/6/14

Alberta Lee  
Assistant to the President  
Human Resources and Organizational Development

Bethany Gizzi Date: 2/4/14

Bethany Gizzi  
President  
Faculty Association