

**Memorandum of Understanding  
Between  
Erie Community College  
And  
Erie County  
And  
Faculty Federation of Erie Community College**

Whereas, the Faculty Federation of Erie Community College (Union) and Erie Community College (College) and Erie County (County) are parties to a collective bargaining agreement with the term 2005-2009;

Whereas the parties have met and negotiated the terms of a successor to that agreement; and

Whereas the parties wish to set forth their agreements in writing:

It is therefore understood:

*KKH* That, the attached thirty ~~four~~ <sup>nine (39)</sup> pages set forth the modifications, additions and deletions to be effected in the current contract;

*KKH* That, all items not addressed in the attached thirty ~~four~~ <sup>nine (39)</sup> pages shall remain in full force and effect for the duration of the new agreement.

That, the terms of this agreement shall become effective upon ratification by all parties.

For the Union:

*Andrew Sako* 10/23/15

Andrew Sako, President

*Michael Delaney* 10/23/15

Michael Delaney, Grievance Chair

*Jason Januszkiewicz* 10/23/15

Jason Januszkiewicz, Member

*Patricia Kaiser* 10/23/15

Patricia Kaiser, Member

*Diane M. Zych* 10/23/15

Diane Zych, Member

For the College:

*Michael J. Pietkiewicz* 10/23/15

Michael J. Pietkiewicz, Sr. VP Operations

*William Reuter* 10/23/15

William Reuter, CAFO

*Kristin Klein Wheaton* 10/23/15

Kristin Klein Wheaton, EVP Legal Affairs

On behalf of Erie County:

*Steven Miller* 10/23/15

Steven Miller, Commissioner of Labor Relations

## Settlement Agreement

- All previously agreed upon items shall be considered part of this package and are attached hereto.
- Any items not included herein shall be considered withdrawn.
- Review all existing MOUs for continuation / inclusion in the contract.
- General clean-up of contract language to correct titles, grammar etc.
- Change the evaluation section of the contract to reflect the correct forms, include a part-time evaluation form, clean-up the forms and mutually develop a checklist and timeline for evaluations and reappointments.
- Establish a committee to address the needs of academic units with non-traditional instructional structures (e.g.; EMT)
- "Responsible Days" proposal as provided June 2014
- Department Chair updates as provided July 2014
- Upon mutual ratification, the FFECC will withdraw its appeal of the vacatur of the 27<sup>th</sup> pay period arbitration award.

**Duration – The term of the agreement will reflect a contract period of September 1, 2009 through August 31, 2020.**

### **FFECC Proposal #4 (WFD Teaching Rates)**

Modify Article 73(9) to provide that WFD compensation will be calculated by taking the overload rate and dividing it by 15 to establish an hourly rate. Preparatory time will be established at the start of the assignment and shall be paid at a rate equal to one-half (1/2) the WFD rate. The parties will discuss and address in Labor Management the necessity of including stipends or funding for professional development as needed to support the instructor's development and preparation time.

### **Revisit FFECC proposal #14 (Arbitrator List)**

Revise the prior agreement concerning modifications to the list of arbitrators in Appendix G as follows:

Dennis Campagna  
Ronald Kowalski  
~~John Watson~~  
~~Stuart Pohl~~  
Michael Lewandowski  
Howard Foster  
~~Donald Cullen~~

Add: Mary Helenbrook, Paul Caffera and Richard Chapman

**ECC Proposal #13 (Health Insurance)**

**Effective upon ratification:**

Implement co-payment and prescription co-payment plan changes to the Core Plan recommended by Lawley Benefits Group.

1. Plan Options: Core Plus, Enhanced, Value Plan, HDHP. The Core Plus Plan shall become the base plan effective January 1, 2016. Employees may buy up to the Value Core or Enhanced Plans at their cost.
2. As soon as possible after ratification, include the LMHF High Deductible Health Plan as an option within Article 35 for active employees, employees hired post ratification and retirees. Active and new employees who elect to sign up for the High Deductible Plan will have 50% of the difference in cost between the premium for Core Plus and High Deductible Plan placed in a 105-H plan.

Modify employee premium payments as follows:

1/1/16	<p>Employee premium share based on Core Plus:</p> <table border="1" data-bbox="337 1041 784 1266"> <thead> <tr> <th>Current employee share</th> <th>New employee share</th> </tr> </thead> <tbody> <tr> <td>0%</td> <td>5%</td> </tr> <tr> <td>5%</td> <td>10%</td> </tr> <tr> <td>15%</td> <td>15%</td> </tr> </tbody> </table>	Current employee share	New employee share	0%	5%	5%	10%	15%	15%	Employees pay their share of the premium through payroll deduction on a pre-tax basis.
Current employee share	New employee share									
0%	5%									
5%	10%									
15%	15%									
9/1/16	<p>Employee premium share based on Core Plus:</p> <table border="1" data-bbox="337 1371 784 1606"> <thead> <tr> <th>Current Employee share</th> <th>New employee share</th> </tr> </thead> <tbody> <tr> <td>0%</td> <td>7.5%</td> </tr> <tr> <td>5%</td> <td>12.5%</td> </tr> <tr> <td>15%</td> <td>15%</td> </tr> </tbody> </table>	Current Employee share	New employee share	0%	7.5%	5%	12.5%	15%	15%	Employees pay their share of the premium through payroll deduction on a pre-tax basis.
Current Employee share	New employee share									
0%	7.5%									
5%	12.5%									
15%	15%									

9/1/17	Employer premium share based on Core Plus:		Employees pay their share of the premium through payroll deduction on a pre-tax basis.
	Current employee share	New employee share	
	0%	10%	
	5%	15%	
9/1/18	Employer premium share based on Core Plus:		Employees pay their share of the premium through payroll deduction on a pre-tax basis.
	Current employee share	New employee share	
	0%	15%	
	5%	15%	
9/1/18	Employer premium share based on Core Plus:		Employees pay their share of the premium through payroll deduction on a pre-tax basis.
	Current employee share	New employee share	
	15%	15%	

Add the following: an employee hired for a ten month full time teaching position who works for the full academic year shall be deemed to have earned health insurance through August 31<sup>st</sup>.

- Under all of the provisions in the agreement, "Retirement" and "Retire" means that the individual is eligible to retire and begin receiving benefits without penalty under the terms of the New York State Retirement plan (including TIAA-CREF) in which he/she is enrolled through the College.

The Core Plus Plan will become the base plan in retirement effective January 4, 2016 for any individual who retires after that date.

Employees hired prior to ratification with ten years of service at the time of retirement who retire after January 4, 2016 shall have Core Plus as the plan in retirement and shall pay 50% of the health insurance premium in retirement with the employer paying 50%.

Employees hired prior to ratification with fifteen years of service at the time of retirement who retire after January 4, 2016 shall have Core Plus as the plan in retirement and they shall pay 15% of the health insurance premium in retirement with the employer paying 85%.

Employees hired prior to ratification with 10 or 15 years of service can sell back sick hours as follows:

- < 1500 hours = 0
- 1501-2100 = \$10.00 per hour from first hour

2101-3000 = \$20.00 per hour from first hour

The amount shall be credited to an IRS Section 105h account (HRA) for unreimbursed medical expenses and premium share. The maximum an employee may withdraw from the HRA in any calendar year shall be an amount equal to 10% of the premium cost of the health insurance plan in which the employee is enrolled. In the event of the death of the employee, the HRA shall remain available to his/her covered dependents as long as they remain enrolled in the insurance plan; in the absence of such dependents, remaining funds shall revert to the college.

For those retiring on or after August 31, 2020, the maximum cash-in value will be \$39,000.

Current employees who are retirement eligible and have more than five (5) years of service and do not anticipate reaching ten (10) years of service prior to the date of their planned retirement may exercise their retirement option prior to January 1, 2016 in order to retire under the terms of the 2005 through 2009 collective bargaining agreement.

IPA banks will be frozen as of the date of ratification. The bank may be utilized toward the sick leave accrual if necessary to reach hours toward health insurance under the expired agreement, if applicable. For employees with an existing IPA bank retiring after 1/4/16, the IPA bank may be used to supplement sick leave hours to a maximum of 3000 hours upon retirement. No further IPA will be accumulated by any employee after ratification of the current collective bargaining agreement.

**For new employees: Modify Article 63(13) to add:**

No employer contributions to retiree health insurance shall be provided to employees hired post-ratification. Retiree health insurance plans shall be made available to post-ratification hires who retire with twenty (20) years of service; the retiree shall be responsible to 100% of the premium. Employees hired post-ratification, who retire from the College shall be entitled to the following amounts:

Sick Leave	Amount (tied to JG 11 step 1)
1800 hours of sick leave	\$21,660 current value 50%
2100	\$8,664
2400	\$6,498
2700	\$3,465
3000	\$3,033
Total	\$43,320

Funds shall be placed in an IRS Section 105h plan (HRA). Unused funds shall accumulate from year to year with no maximum. Upon the death of the employee, the HRA shall remain available to his/her covered dependents as long as they remain enrolled in the insurance plan; in the absence of such dependents, remaining funds shall revert to the college.

Any current employee (hired pre-ratification) who notifies the college, in writing, by December 31, 2015, shall have the option of waiving his/her retirement health insurance benefits pursuant to Article 63(13) and elect to participate in the benefits set forth in this section.

**Medicare Wraparound Coverage:** Modify existing language to clarify that each employee and covered dependent or spouse is required to obtain a Medicare wraparound product when first eligible, not only upon age 65.

**Waivers:**

For employees currently receiving the waiver and eligible to be covered by another ECC employee, the waiver amount shall remain as is in the expired agreement until August 31, 2016.

Effective January 1, 2017, if the FFECC member is receiving a waiver because he or she is covered by a spouse who is also employed at ECC, the employee will be ineligible for any waiver.

Upon ratification, increase waiver amounts to single coverage at \$150 a month and \$300 per month for waiver of family coverage for those employees who are not covered by a spouse or family member who is also employed at ECC.

**Dental Benefits:** To remain the same.

**Wellness:** Effective 9/1/16, ECC will match any amount contributed by LMHF to an HRA account for employees for Phase I and Phase II wellness activities up to a maximum amount per calendar year basis of \$50 for Phase I and \$50 for Phase II.

**Article 19 – Faculty Appointments Committee – ECC Proposal**

Modify paragraph (1), composition of the committee, to include two (2) additional appointments to be made by the President of the College or his designee for a total of eight committee members, two of which will be from administration. In the event a committee is comprised of three (3) or fewer FFECC members, the President of the College will be entitled to appoint one (1) representative. All members will vote on the initial screen of the candidates and will participate in the selection of candidates for interviews. After the interviews, the FFECC members may request a private caucus. If the FFECC committee members and administrators agree upon a recommendation, then one recommendation will be submitted to the President of the College. If the administrators disagree with the recommendation of the FFECC committee members, the administrators may submit their own recommendation to the President of the College. The remainder of the paragraphs would remain the same.

**Create a new Appendix H to set forth the rights of adjunct faculty members:**

**Include:**

Effective Date	
1/1/16	\$650 per contact hour
1/1/18	\$675 per contact hour
1/1/20	\$700 per contact hour
9/1/20	\$800 per contact hour

Provide preference in course scheduling as follows:

After full-time employees, retirees shall be given preference for one course provided that:

1. the employee must have taught the class within the last three academic years
2. the employee must be qualified and current in the field as determined by the academic unit
3. the employee must notify the department chair, in writing, of the class for which he/she is seeking preference; such notice must be made after full-time employees have selected their courses
4. the preference referenced herein is limited to the class identified by the retiree and shall not transfer to any other course in the event the original class does not run or if the class is assigned to a full-time employee at run/cancel.

Provide the following as "retiree preference": Retiree shall have preference for course selection in the academic year following retirement. The retiree shall be evaluated during that academic year and, if he/she receives a satisfactory

evaluation, he/she shall continue to have preference for the ensuing two years. If the course to which the retiree is assigned is cancelled the retiree shall not have any right to bump any full-time or part-time faculty member from an assignment.

Address schedules as follows:

The schedule of each adjunct faculty member shall not be official until the date of Run/Cancel.

Reiteration of Article 19(4):

When all credentials and other qualifications of applicants (including those not employed by the college) are equal and subject to the current affirmative action policy of the college, preferential consideration for new appointments to the rank of full-time faculty shall be given to the most senior part-time faculty member who applies.

Health Insurance:

ECC will offer insurance to Adjuncts who are deemed full time as defined by the Affordable Care Act and the accompanying regulations and guidelines. Incorporate the terms of the parties' agreement concerning the rights of part-time employees pursuant to the Affordable Care Act.

Evaluation:

Part-time teaching faculty will be evaluated in both the first and second semesters (fall/spring) they teach at the college and once every two semesters of active teaching thereafter.

Other Salary Items

**Modify subsections (7) and (8) of Article 73 to provide:**

Article 73(7)

- (a) Increases as set forth in the Adjunct Appendix proposal above
- (b) Increase the part-time non-instructional rate by \$5.00 on September 1, 2017.

Increase the part-time mentor rate by 3% effective September 1, 2016. Article 73(8)

Overload Compensation:

Effective Date	
1/1/16	\$650 per contact hour
1/1/18	\$675 per contact hour
1/1/20	\$700 per contact hour
9/1/20	\$800 per contact hour

Article 16(6) – Individual Instruction

Change the rate to reflect 1/6<sup>th</sup> of the overload rate set forth in Article 73(8) per contact hour.

Salary

Salary increases as follows:

Year	Teaching	Non-Teaching
2009-2010	No Change	No Change
2010-2011	No Change	No Change
2011-2012	No Change	No Change
2012-2013	No Change	No Change
2013-2014	No Change	No Change
2014-2015	No Change	No Change
2015-2016	<p>Upon ratification for FT/RPT employees who are on the payroll: \$1.4 million to be distributed under criteria developed by the FFECC.</p> <p>Increase Instructor JG 9 – 1 to \$40,000, Increase Instructor JG 9-2 to \$41,000 effective 1/1/16.</p> <p>Eliminate the holding step at JG 14 – 6 (both)</p> <p>Create a new JG 14 Step E effective with the 2019-2020 academic year – employees who have been at JG14-D for two years will move to the new step E – 2019-2020 @ \$92,000.</p> <p>All bargaining unit employees on the payroll as of date of ratification shall receive 2% increase on salary effective 1/1/16 reflected in the first paycheck on January 15, 2016.</p>	
2016-2017	Add 2% to existing pay scales	
2017-2018	Add 2% to existing pay scales	
2018-2019	Add 2% to existing pay scales	
2019-2020	Add 2% to existing pay scales	

Apply all increases to the Police Training Agreement salary schedule.

**Other issues:**

**Summer Hours** – Effective January 1, 2017, eliminate summer hours. For those FT and RPT employees hired prior to ratification, sixteen hours of flex leave will be added to the employee's leave balance upon ratification of the contract. Employees hired post ratification shall not receive summer hours or the one time addition of flex leave.

**Holidays** – List the holidays in the contract and eliminate Election Day as a holiday and include the Friday after Thanksgiving as a holiday. Eliminate Columbus Day as a holiday and add one (1) additional personal leave day for FT and RPT employees hired prior to ratification of this agreement. Post ratification hires, eliminate Columbus Day as a paid holiday.

**Variable Hiring Minimums:**

The parties will use the Labor Management process to identify areas/departments where:

- 1) There is a demonstrated difficulty to recruit and/or retain faculty
- 2) Enrollment exceeds available staff
- 3) Accrediting groups impose higher requirements

Where the parties agree these circumstances exist, the college may hire new staff within that department at a rate not to exceed Step 3 (Instructor). An individual hired at a step higher than Step 1 shall not be eligible for rank advancement until he/she completes seven (7) years of service at ECC. College will give notice of the need and FFECC agrees to meet within thirty (30) business days and address the need. If the circumstances warrant a need to meet on a more urgent basis, the parties agree to meet sooner than the thirty (30) business days to resolve the situation in a timely fashion.

**Retirement incentive:**

The College shall provide a retirement incentive for employees who have a combined age and full years of service in the FFECC bargaining unit of eighty (80) years or more. The relevant amount is payable only to those employees who retire in the stated calendar year; it is not cumulative:

Notification By	Amount
12/1/15 to retire by 1/4/16	One half of the employee's base salary for 2014 to 2015

This incentive shall be placed in a retirement account or eligible deferred compensation account of his/her choice. (Example IRA, 403-b). If the monies are deposited in a 105-h account unexpended funds shall roll over from year to year until expended or until the employee's death at which time any unexpended funds shall remain available to the employee's covered dependent(s) until expended. In the absence of covered dependents, unexpended funds in a 105h account shall revert to the College. This incentive expires on December 15, 2015. It will not be offered to anyone who gives irrevocable notice of retirement after December 15, 2015.

Any employee accepting this incentive waives his or her preferential right to courses under Article 25 (2).

**Total Cap on the Incentives:**

Each year the total amount expended on the above incentive will be capped as outlined below. In the event more employees apply for the incentives than is available within the cap, the benefits will be awarded by seniority in the bargaining unit as defined in Article 2 of the collective bargaining agreement with those being the most senior receiving the benefits until exhausted.

Retirement dates	Total capped amount of incentives
Retirement by 1/4/16	\$1,500,000

The parties agree to further discuss the financial impact of the retirements along with a short term process to ensure adequate staffing for the start of the Spring 2016 semester.

**Additional funding:**

In the event there are 45 or more retirements between ratification and January 1, 2017, the parties agree that the adjunct professor and overload rate will increase to \$700 on January 1, 2019 rather than January 1, 2020 as outlined herein. In the event there are 65 or more retirements between ratification and January 1, 2017, the parties agree that the adjunct professor and overload rate will increase to \$750 on January 1, 2020.

3/10/2011

Proposal # 1

**FFECC**

FACULTY FEDERATION OF ERIE COMMUNITY COLLEGE

Andrew Sako, President

Erie Community College/City  
121 Ellicott Street  
Buffalo, NY 14203

Erie Community College/South  
4041 Southwestern Boulevard  
Orchard Park, NY 14127

Erie Community College/North  
6205 Main Street  
Williamsville, NY 14221

Development Of Alternative Modes Delivery Course Material

NDP Article 73 New (13)

Effective \_\_\_\_\_ The College agrees to compensate full-time members for curriculum/program development (SUNY and SED Appendices A, B, E), grant development and course instruction improvements which includes all modes of delivery. Compensation will be based on a base range of \$600-\$2500.

Above activities for payment must be recommended by the academic unit and divisional administration and tie into the College's Strategic Plan (Vision 2015). Development and improvement activities must include minimally two elements of the following:

- Completion of Appendix A, B, & E documents
- Grant Abstract Routing Form and Final Grant Document for submittal (working with ECC Grants Coordinators)
- Development of new interactive course materials and presentation to unit faculty
- Development of best practices for tutorial study models
- Development of new interactive computerized lab activities and disseminate this information to unit faculty
- Development of faculty/student retention activities and share with College GAP Committees for implementation

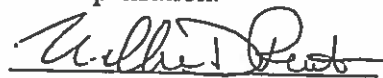
Development and improvement activities may include both original materials and copyright materials formatted for appropriate learning.

In order to receive payment the faculty member must propose/submit a proposal and gain the approval of the appropriate College GAP Committees (if appropriate). The Executive Vice President of Academic Affairs has final approval on the proposal and compensation.



Andrew Sako  
FFECC President

Date 3/10/11



Jack Quinn  
ECC President

Date 3/10/11

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FFECC (2)

Proposal #2

**FFECC**  
 FACULTY FEDERATION OF ERIE COMMUNITY COLLEGE  
 Andrew Sako, President

Erie Community College/City  
121 Ellicott Street  
Buffalo, NY 14203

Erie Community College/South  
4041 Southwestern Boulevard  
Orchard Park, NY 14127

Erie Community College/North  
6205 Main Street  
Williamsville, NY 14221

New Article \_\_\_\_\_ (Insert between 10-11)

**Reassigned Time**

1. Effective (at the signing of this agreement) Release time shall be referred to as reassigned time.
2. A faculty member may choose compensation or reassigned time, or a combination of each, for all reassigned time, both contractual and non-contractual. Reassigned hours will be based on current contractual release time.



Andrew Sako  
FFECC President

Date 11/1/10



Jack Quinn  
ECC President

Date 11/1/10

<b>FFECC</b>	
FACULTY FEDERATION OF ERIE COMMUNITY COLLEGE	Andrew Sako, President

Erie Community College/City  
121 Ellicott Street  
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**New Article (between 58-59) RPT Classification for NTTP and NTP**

I. A class of employees known as Regular Part-Time (RPT) NTP/NTTP is created which will be entitled to one-half benefits as follows:

*\*Definition:*

**NTP – Non Teaching Professionals including  
ISS-Instructional Support Staff  
Counselors**

Rates of Pay

Current Non-Instructional pay rate  
Article 73-7 (b)  
per Job Grade I 1 Salary Schedule  
(Annual Step increase)

**NTTP-Non Teaching Technical Professionals including  
TA-Technical Assistants  
ET-Electrical Technicians  
Mentors  
ALTHELIC TRAINER**

Rates of Pay

Per Job Grade 6 Salary Schedule  
Per Job Grade 9 Salary Schedule  
Per Job Group 9 Salary Schedule  
Per Job Group 9 Salary Schedule

WOR  
11/1/10

UPP  
11/1/10

*\*Only above titles may be classified as RPT.*

A. Leave time – vacation, personal and sick leave will accrue at 50 percent of the rates currently provided for full-time non-teaching professionals and non-teaching technical professionals.

1. Vacation – 12 ½ days per year
2. Sick – 7 ½ days per year
3. Personal – 2 days per year

B. Health Insurance – modeled after the agreement provided for in the AAEECC contract.


1. Single Coverage – 100 percent employer paid for both the value and core plan
2. Family Coverage – 50 percent employer paid for both the value and core plan. The employee share on a bi-weekly basis effective January 1, 2010 is \$290.07 for core plan and \$267.47 for value plan
3. No option for participation in the enhanced plan.

C. Dental Insurance – same as full-time employees.

- D. Holidays – will receive compensation for eight hours for all contractual holidays.
- E. Flex Time – will be permitted to flex work schedules with pre-approval.
- II. RPT NTP/NTTPs can work between 20 and 39 hours per week.
- III. The hourly rate to be paid will be based upon the current contractually negotiated pay rate for full-time NTP/NTTP's at each step.
- IV. RPT NTP/NTTPs will be given preferential consideration for full-time openings based solely on evaluations, educational expertise, and interview.
- V. Posting for RPT NTP/NTTPs will be a ten day internal posting.
- VI. Part-time NTP/NTTPs wishing to apply for RPT NTP/NTTP positions - When all credentials and other qualifications of applicants (including those not employed by the college) are equal and subject to the current affirmative action policy of the college, preferential consideration for new appointments to the RPT NTP/NTTPs shall be given to the most senior part-time NTP/NTTP who applies.

  
\_\_\_\_\_  
Andrew Sako  
FFECC President

Date 11/1/10

  
\_\_\_\_\_  
Jack Quinn  
ECC President

Date 11/1/10

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FFECC (8)

Proposal #8

<b>FFECC</b>	
FACULTY FEDERATION OF ERIE COMMUNITY COLLEGE	Andrew Sako, President

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121 Ellicott Street  
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**New Article 1 (e) Recognition**

**Job Descriptions/Transparency**

All Job descriptions will be reviewed by FFECC for accuracy and dated.

All job descriptions will then be placed in an addendum to the contract.

Any proposed changes to job descriptions appearing in the contract will be reviewed and jointly approved by the President of the FFECC and/or designee, the President of ECC and/or designee.



Andrew Sako  
FFECC President

Date 11/1/10



Jack Quinn  
ECC President

Date 11/1/10

1/12/2011

#13

**FFECC**

FACULTY FEDERATION OF ERIE COMMUNITY COLLEGE

Andrew Sako, President

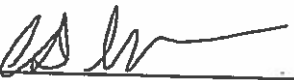
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Office Space Part time Faculty— Article 18 New (3)

Within its space and budgetary limitations the College will use its best efforts to provide adjunct (part-time faculty) at each campus with access to office space, photocopying, telephone, college computer and related office supplies. Such employees shall also be provided with a lockable place to secure personal belongings based on space considerations on a first come, first serve basis at each location.



Andrew D. Sako  
FFECC President

Date 1/12/11



Jack Quinn  
ECC President

Date 1/12/11

FFECC # 14

**ECC Proposal for Successor to 9/1/05 – 8/31/09 Collective Bargaining Agreement Between the Faculty Federation of ECC and ECC and the County of Erie**

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**FFECC Proposal 14**

**Appendix G- Arbitrator List**

Dennis Campagna  
Ronald Kowalski  
John G. Watson  
Paul J. Caffera  
James A. Gross  
Stuart M. Pohl  
Howard Foster  
Michael Lewandowski  
Donald Cullen

Effective for the first month following approval of this Collective Bargaining Agreement.

FFECC Proposal Agreed to November 30, 2009

ECC/Erie County *William R. P... 12/8/09*

FFECC *[Signature]*

FFECC #17

## ARTICLE 24 - OFF-CAMPUS INSTRUCTION AND SPECIAL PROGRAMS

- (7) Advanced Studies is the delivering of college courses to high school students utilizing the following methods:
- (a) A member of the FFECC Faculty teaches the college course to high school students in the high school or through distance learning.
  - (b) High school students attend college classes on one of ECC's three campuses.
  - (c) ECC authorizes a high school teacher to provide college credit-bearing coursework to students in the high school.

The agreement between the College and the FFECC regarding the operation of ECC's Advanced Studies program is contained in Appendix E. It is further understood that for the College to enter into any agreement with a high school concerning the provision of college credit-bearing courses as described above, an Academic Unit must be willing to participate in the review of the courses. The courses offered will be considered overload for faculty, but may be used as regular load as an alternative to retrenchment.

### Appendix E: Advanced Studies Agreement

Erie Community College is committed to offering quality college-level coursework to interested and qualified high school students in order to enhance student learning in high school and better prepare students for the transition into the first year of college.

In the event that the school district chooses to offer ECC credit courses for high-school students taught in the high school by an ECC authorized high school teacher, the best quality experience will be provided through a collaborative effort between the faculty of the school district and the college. The following procedures shall apply:

1. Every year the Faculty Federation President will appoint an Advanced Studies Committee consisting of four FFECC members, with representation from all three campuses. This Committee will meet with the Advanced Studies Coordinator, the appropriate academic supervisor, and the **Executive Vice President for Student Services or designee**, and will be responsible for an annual review of the Advanced Studies program, for assuring that all provisions of this agreement are upheld, for reviewing agreements or contracts with the high schools, and for assisting the Advanced Studies Coordinator in communicating with the academic departments.
2. The Advanced Studies Coordinator will annually poll all department chairs regarding their interest in providing Advanced Studies courses to high school students. Only those Academic Units which express interest shall provide such courses.
3. Specific Advanced Studies classes may be requested by Advanced Studies Coordinator to all the department chairs in the appropriate Academic Unit; or the Unit may propose such classes to the Coordinator. Each class must be approved in writing by all the chairs in the Unit before they are offered to high school students. Additional sections of the same course must be similarly approved. Following the model of articulation agreements, these decisions may be reviewed by the chairs of the academic unit yearly. The Unit may choose not to run a previously approved course in the following semester by the schedule-submission deadline for that semester.
4. The appropriate College academic department will be the department that offers the course at the campus that is closest in distance to the high school that is requesting the ECC course. If no one from that campus is interested in being the lead teacher, then the class may be offered to the Unit departments on the other campus.

5. The quality of the Advanced Studies class will be reviewed periodically by any or all of the following means:
  - a. Review of course materials, assignments and expectations of students by the department lead faculty member.
  - b. Peer observations: The sponsoring department will designate a full time faculty member of record whose name will be assigned to the course on the Course Schedule. This lead teacher will be designated by using the FECC contractual method of selecting overload. The lead teacher will be responsible for all record keeping aspects of the course. These responsibilities include: orientation of the high school teacher, review of all instructional materials, course outline, class syllabus, examinations or other assessments, the capstone activity for the class, submission of all final grades for the class, coordination with ECC administrative officers, and, in cooperation with the high school teacher, assignment of final grades. This lead teacher is responsible for the content and quality of the course; for assuring that the Advanced Studies class is taught at a college level; that laboratories and other facilities, equipment and materials are appropriate to the college course; and that the class is in all respects equivalent to the course as taught at the College. A minimum of one site visit per class must be conducted by the lead teacher each semester, and the site visit form filled out and signed by the lead teacher and the department chair, and submitted to the Advanced Studies office by the end of the class. The high school will be expected to make accommodations to allow this to happen.
  - c. The maximum number of students in a high school Advanced Studies class will be determined by the class size used on the lead teacher's campus for that course.
  - d. The lead teacher will receive one (1) contact hour credit for the assignment of each dual credit course per site. When multiple sections of a course occur, the lead teacher will receive one-half (1/2) contact hour credit for each additional section of the same course with the same high school teacher. Each new course and each new high school teacher assigned will constitute a one (1) full new contact hour.
  - e. In the case where a high school is granted written approval by the Academic Unit to extend instruction of the ECC course to match their one year course, the lead teacher will receive payment for 1 contact hour in either the Fall or Spring semester, as chosen by the lead teacher.
  - f. Advanced Studies courses will appear on the lead teachers' Load Report Form. Contractual limitations on the amount of overload taken by a teaching faculty member will apply to these contact hours as well.
  - g. Student Opinion Surveys of the course and the instructor will be administered, per course, by the Lead teacher.
6. The College department chair will collaborate with the high school administration on course related matters.
7. The Advanced Studies Coordinator will arrange for the assignment of College "lead teachers" only through the appropriate department chair or through the unit-wide Appointments Committee chair for the Academic Unit. Opportunities to be the lead teacher for specific Advanced Studies classes must be offered by the appropriate academic department to all of the full-time faculty in the department each semester by seniority, according to that department's course-selection procedure. Lead teachers must be full-time faculty members; however, if no current full-time faculty members are available, the department with unit-wide approval may offer the assignment to a retired faculty member or part-time faculty from the Unit
8. The high school principal will identify eligible students. All College prerequisites for students taking the course will be enforced, including appropriate math and English levels, and any other applicable academic policies and regulations, as stipulated in the ECC College Catalog. Eligible students will be restricted to high school juniors and seniors.

9. The appropriate College academic department will provide a course outline for each Advanced Studies course, outlining the topics and depth of coverage for each Advanced Studies course. At the start of each course, the lead teacher and the high school teacher will provide to students an ECC class syllabus outlining topics, coverage, objectives and methods of evaluation of student performance. (Samples will be provided by the college.) All these class syllabi will be kept on file by the appropriate academic department and the Advanced Studies office.
10. Assessment of student learning in the course will be comparable to on-campus offerings. When appropriate, the College lead teacher, in consultation with the high school teacher, and with the review of the appropriate academic department chair, will design a "capstone activity" for the class (final exam, final project, term paper, etc.) which will determine at least 25% of the students' final grades. These capstone activities will be kept on file by the College academic department. In the event that there are students in the class who are not enrolled as ECC students, but are receiving only school credit for the same class, there must be clear differences both in the course content and the learning assessment instruments (tests, etc.) for the two groups of students (high school and college students.) These differences must be spelled out in the class syllabus.
11. Advanced Studies classes will parallel the equivalent classes taught at the College. The standard format will be single-semester classes. Fall classes will begin at the start of the high school year and end by the last day in January. Spring classes will not begin instruction until after New Year's. The College's last day to withdraw from the class will be enforced.
12. All high school students will be registered for Advanced Studies classes by the first day of the fourth week of the College's semester, at which time a list of all registered high school students for each class will be available to the lead teacher, the appropriate academic department chair, and the FFECC Vice President of the campus.
13. In the event of an extended absence of five (5) consecutive days or more by the high school teacher, the college lead teacher will provide instructional support for the substitute teacher in the high school.
14. Textbooks and supplements for Advanced Studies classes will be either the same materials as those used in the course taught at the college, or comparable materials of equivalent quality which are approved by the appropriate academic department.
15. The course will be recorded on the ECC college transcript in the same manner as all other college courses.
16. This Advanced Studies Agreement will be reviewed annually and can be withdrawn by either party in writing with one semester's prior notice.
17. The college's Advanced Studies program and its administrators, as well as the school districts and the other sponsoring community colleges, will follow the SUNY guidelines regarding geographic service areas to ensure the quality of dual-credit courses around the State.
18. Any deviations from the procedures specified in this agreement must be approved in writing both by the Academic Unit chairs and by the FFECC Advanced Studies Committee.

Michael D. Reid

2/16/11

CA M

2/16/11

FFECC # 21

2-16-11

**MEMORANDUM OF AGREEMENT BETWEEN**  
**THE FACULTY FEDERATION OF ERIE COMMUNITY COLLEGE (FFECC) AND ERIE**  
**COMMUNITY COLLEGE (ECC)**

FFECC Proposal #1: The FFECC and the College agree to the framework for a College Senate pending the formulation of a series of operational By-Laws. Both the College President and the FFECC President must agree to the By-Laws. These Items will be Incorporated into the FFECC Contract.

**Governance Proposal**  
**College Senate of Erie Community College**

- I. **Definition:** Traditionally, American colleges and universities have employed systems of shared governance. "Shared governance" refers to the collection of practices and procedures by which faculty and staff and sometimes students participate in important institutional decisions along with administrators and policy boards, especially but not limited to decisions about programs and curricula, academic practices and standards, hiring, evaluation and promotion, student affairs, and institutional assessment. Shared governance works best in an atmosphere of collegial collaboration, where it makes optimal use of the differing expertise, talents, and perspectives of the various constituencies within the college community. The College Senate is the central component of shared governance at Erie Community College. The College Senate studies, discusses, and makes resolutions on matters pertaining to the core academic mission of the college, and to the interrelationships among academics and the other functional areas of the college, such as budgeting, student services, and workforce development. The College Senate does not concern itself with collective bargaining issues related to the terms and conditions of employment at ECC.

II. **Purpose/Charge**

The College Senate of Erie Community College will:

- Provide all constituencies at Erie Community College with a forum to discuss and pass resolutions on academic and non-academic issues and policies.
- Promote excellence in all programs and offerings at Erie Community College.
- Encourage an atmosphere of collegial collaboration at Erie Community College.
- Coordinate and harmonize the activities of the various programs and initiatives at Erie Community College.
- Review and have oversight over the activities of all college-wide committees whose charges and decisions relate to the core academic mission of the college.
- Screen disagreements about academic matters.
- Provide an opportunity for conversation about academic issues – refer issues to other committees when appropriate.
- Provide the necessary communication link among all college constituencies and among the college-wide committees.
- Foster an institutional culture of excellence at Erie Community College.
- Provide transparency in decision making.
- Communicate decisions and initiatives to all constituencies.
- Empower faculty and administration to create a roadmap for the future of the institution.
- Recommend policies to the College President.
- Recommend curricula, services, and student learning opportunities for consideration by the College President.

### III. Procedure

- All formal actions of the College Senate (actions which affect the policies or procedures of the college in areas where the Senate has powers and responsibilities, or of the Senate itself) shall be communicated to the College President, and unless vetoed in writing by the President within ten (10) teaching days of receipt by the President, shall become policy of the college, subject to the approval of the Board of Trustees. In the event of a veto, the President will provide a written justification to the Senate.
- The FFECC President may veto formal actions of the Senate when such actions clearly violate the FFECC contract. The FFECC President must provide a written justification to the Senate for any such veto.
- The meeting quorum to conduct business shall be a simple majority of the currently serving Senators.

### IV. By-Laws

The Senate will develop and approve its own by-laws, to include rules about attendance and recall of Senators. Initial draft By-Laws will be written by a committee appointed jointly by the College President and the FFECC President before this agreement takes effect. By-laws will be approved by a simple majority vote of the entire Senate.

### V. Membership and Responsibilities of Senators

Initial Senators will be elected/selected within five months of the signing of this agreement.

#### Ex Officio Senators (voting):

- Executive Vice President of Academic Affairs
  - Executive Vice President of Student Services
  - 2 Associate Vice Presidents of Academic Affairs
  - Associate Vice President of Student Services
  - College President or designee
  - FFECC President or designee
  - Chief Administrative and Financial Officer
  - Director of Human Resources
  - Director of Equity and Diversity
  - Representative from the Middle States Chairs
- Chief Information Officer

#### Elected Faculty Senators (voting)

- The faculty membership of the Senate shall not fall below 60% of the Senators.
- Full-time teaching faculty shall elect Senators by division and campus (Liberal Arts for each of the three campuses, Technologies for each of the three, Health Sciences for each of the three, and Business/Public Service for each of the three) with one Senator for each 15 full-time members or fewer in each of the division/campus constituencies. These constituencies will be recounted every five years.
- Full-time librarians shall elect Senators by the Library unit as a whole, with one Senator for each 15 full-time members or fewer in the Library unit, which will be recounted every five years.
- The following Senators shall be elected by their constituencies:
  - One Senator from full-time Counselors
  - One Senator from full-time NTPs/ETs
  - Three Senators from part-time teaching faculty (min. 4 years' service)
  - One Senator from part-time non-teaching faculty (min. 4 years' service)
  - One Delegate to the FCCC (elected college-wide by FFECC members)
  - One Alternate to the FCCC (elected college-wide by FFECC members)

#### Senators Appointed by FFECC President (voting)

- 2 FFECC Members

#### Non-Senators

- Liaisons (non-voting): (the areas listed are functional areas of the college, not necessarily the names of committees) elected or appointed by committee or constituency represented:
  - CWCC/NCDC
  - Planning/Resources/Middle States

- CWAC/Gen Ed/Program Review
- Student Admissions
- Workforce
- Grants (GOC)
- ASC
- Foundation
- Retention/Enrollment Management/Marketing
- Information Technology
- DL/Alternative Course Delivery
- Student Life
- Campus/Workplace Safety and Security
- Liaison from the Registrars (selected by Registrars)
- Assistant Academic Deans (selected by the AADs)
- Advanced Studies and Articulation
- Academic Standards
- Facilities and Maintenance
- Finance
- Assessment and Accreditation
- Awards— Employee Recognition
- Wellness
- Financial Aid

Other liaison positions may be added by a vote of the Senate.

**Terms:** All Senators except the ex-officio Senators will serve three-year terms, staggered (at the start, 1/3 of these Senators, to be selected at random, will serve a one year term, 1/3 of them selected at random a two year term, and 1/3 of them selected at random a three year term.) There are no term limits. All Senators will be elected in May and begin their terms in June.

**Numbers of Senators:** The number of Senators in any category may be adjusted by a simple-majority vote at a regular Senate meeting or at a special meeting called for that purpose, with 30 days notice to all Senators.

**Responsibilities of Senators:**

- To review all committee reports, recommendations and resolutions which accompany each agenda prior to the meeting of the College Senate.
- To inform their constituencies of important matters before the Senate.
- To collect and communicate the opinions of their constituencies regarding such matters.
- To attend all meetings of the College Senate.
- To bring to the Senate matters of constituent concern.
- To serve on a minimum of one college-wide committee. If any college-wide committee which reports to the Senate lacks an elected Senator as a member, the Chair of the Senate will appoint a Senator to that committee.

## **VI. Officers/Executive Committee**

- The Chair and Vice Chair of the Senate will be elected by a secret ballot of the Senators from among the teaching faculty members or librarians of the Senate at its May meeting, once every three years, and begin their terms on June 1. Both officers will serve a three-year term. There are no term limitations. The Chair will receive six hours reassigned time per semester and the Vice-Chair shall receive three hours reassigned time per semester.
- The duties of the Senate Chair shall be to preside at the meetings of the Senate, to organize all activities of the Senate, to prepare calendars and agendas for Senate meetings, to appoint a parliamentarian (who may be a Senator or a non-voting non-Senator), to serve as ex-officio member of all college-wide committees, and to call special meetings of the Senate.
- The duties of the Vice-Chair shall be to assist the Senate Chair in all his/her duties and to preside over the Senate in his/her absence.
- The Secretary of the Senate will be elected by a secret ballot of the Senators from among the sitting Senators at the May meeting, once every three years, and begin his/her term on June 1. The Secretary of the Senate shall be responsible for ensuring that accurate and complete minutes of all Senate meetings

are taken, edited, approved, and posted; shall handle official correspondence of the Senate; shall oversee the maintenance of all records and files; and shall provide Senators with all data relating to matters before the Senate. The Secretary will receive three hours reassigned time per semester Clerical support for the Senate shall be provided by the President of the College as needed.

- There will be an Executive Committee of the Senate consisting of the Senate Chair, the Vice Chair, the FCCC delegate, one sitting Senator appointed by the FFECC President, two out of the three Executive Vice Presidents, and two other Senators elected by the Senators. The Executive Committee will meet with the College President and the FFECC President once a month at a minimum.

## VII. Meetings

- Scheduled meetings will be held once a month except July and August. Special meetings may be called by the Senate Chair as needed.
- All meetings of the Senate will be open to the college community. The Chair may limit the speaking time of non-members.
- The Executive Committee will pre-screen submitted agenda items and write the agendas for the Senate meetings, referring submitted items to other committees when appropriate. Proposed agenda items must be submitted to the Executive Committee 14 days prior to the Senate meeting. The meeting agenda and committee and liaison reports shall be communicated to the Senators 7 days prior to the Senate meeting.
- The Chair of the Senate may rule on whether New Business items are in order and appropriate to the Senate, or whether they must be taken up at the next meeting or referred to other committees or persons.
- All committee and liaison reports must be submitted to the Executive Committee 10 days prior to Senate meeting.
- The Senate will follow Robert's Rules of Order whenever there is a disagreement about proper procedure. The Senate may create its own constitution, by-laws, or rules of operation as it sees fit.
- The minutes and all other proceedings of the Senate will be posted monthly on the College website.
- The President of the College may require the attendance at a Senate meeting of individuals who are involved with or knowledgeable about a specific issue.

## VIII. Committees

- All college-wide committees whose charges and activities relate to the core academic mission of the college shall report to the Senate.
- Other committees may be requested to report to the Senate as needed – the College President may require other committees to report if necessary.
- Decisions and actions of committees under the purview of the College Senate may be accepted by the Senate or sent back to committee for review by a majority vote of the Senate - they cannot be altered by the Senate. If any decisions or actions are referred back to committee, then the Senate must communicate its concerns to the committee in writing. The committee will respond to those concerns by the following meeting of the Senate.
- Decisions of the CWCC cannot be appealed to the College Senate.
- The FFECC must be involved in any discussions regarding the deactivation of academic programs.
- The Senate may create additional committees from time to time as it sees fit.
- Committee reports shall be distributed to Senators in advance of Senate meetings in written form to avoid devoting excessive meeting time to reporting. Written reports will be considered sufficient for all items for which no action is required by the Senate.
- The Senate shall exercise oversight over committees and shall review their actions, decisions, charges, and bylaws.

 2/16/14  
Jack Quinn, ECC President

  
Andrew Sako, FFECC President

College Senate Erie Community College  
Pre-By-Laws

B1

The first election will take place before the first meeting in June 2011 with full Senate implementation in the fall semester of 2011.

**Membership:** Process for election for the original set of senators:

- The President of the College will invite the Ex-Officio Voting Senators and non-voting Liaisons.
- The President of the FFECC will appoint the two FFECC voting Senators.
- The elected Faculty Senators will be identified by the following process:
  - Notice for nomination of Senators as representatives of each constituency identified in the contract will be announced at Campus Council meetings and posted on ECC Today by April 1, 2011.
  - Nominations will be due no later than April 15, 2011 (for the first election).
  - Elections will commence on May 1, 2011 and be completed by the last day of the semester of 2011.
  - Nomination letters will be drafted by the "blue ribbon panel" identified to craft the pre-by-laws.
  - Information about constituencies and their membership will be obtained from the Office of Human Resources for purposes of this election.
  - Election will be run by a committee of no less than five Professor Emeritus of ECC in the following manner:
    - The traditional double-envelope system will be utilized.
    - Ballots will be distributed via ECC Today and returned to the Library on each campus either via inter-office mail or put in a designated box in the Library.
  - Nominations for Senate officers (Senate Chair, Vice-Chair, Secretary) will be solicited by the Professor Emeritus committee after the last day of the semester by email. These nominations will be due by June 1<sup>st</sup>.

**Filling Vacancies**

- The Senate Chair may declare a seat vacant when a member submits his or her resignation, when a member no longer belongs to the constituent group from which he or she was elected, when a member has two consecutive absences from regularly scheduled meetings, or when the majority of the constituent group from which the representative was elected submits a written request to the Senate Chair for the member's recall.
- Whenever there is a vacant seat, the Senate Chair shall see that the member's constituent group holds a special election within two weeks. If the member's constituent group fails to hold a special election within two weeks, the Senate Chair may appoint a representative from the member's constituent group until such time when a special election can be held.
- In the event it is not possible to fill the vacancy by the above means, the Senate Chair may, in consultation with the Executive Committee, appoint an individual to fill the vacancy.
- In case a vacancy occurs in the position of Vice-Chair or Secretary, the Senate will hold an election for that position within a month of the vacancy.

**College Senate Erie Community College  
Pre-By-Laws**

**Subcommittees:** The established Senate will appoint an elections committee and craft nomination, elections, and removal procedures.

**Meeting Dates and times**

- The President of the College will call the first meeting of the Senate on June 14<sup>th</sup>, 2011 for the purpose of electing Senate Officers and establishing staggered terms. Nominations for officers will be accepted from the floor to be included with names previously submitted. Each nominee will be invited to speak for three minutes as an introduction to the rest of the Senate. Elections will be held using the double-envelope system as defined in the FFECC constitution. After elections of Senate Chair, Vice-Chair, and Secretary, the positions of Senators will be selected at random for one, two and three year terms. The names of elected Faculty Senators, other than Senate Officers, will be randomly drawn successively from a pool of Senator names. The first third drawn will have three-year terms, the second third, two-year terms, and the remaining one-year terms.
- Meetings will be held monthly at the discretion of the Senate Chair. Meeting for 2011 – 2012 will be held at 2:30 pm on the following dates :

September 13	City Campus	March 6	South Campus
October 11	North Campus	April 10	City Campus
November 15	South Campus	May 1	North Campus
December 13	City Campus	June 12	South Campus
February 14	North Campus		

- All attempts should be made by the Senators to attend the meeting at the hosting campus. However, videoconferencing will be made available for the convenience of Senators and observers.
- Other meetings may be called by the Senate Chair or President of the College if required to complete Senate Business.
- Senators are required to be available on Tuesday at 2:30. Otherwise they are ineligible to participate as voting senators.

**Items for Agenda**

- Items for Senate consideration will be submitted to the Senate Chair or any Executive Committee member.
- College Committees that are required to provide a summary report to Senate include: CWCC, NCDC, Academic Standards, CDEC, Enrollment Management, Distance Learning Steering Committee, CITC, CWAC, Student Services, and CTLA. Committee reports will follow the FFECC contract language regarding the College Senate.
- All committee and liaison reports must be submitted to the Executive Committee 10 days prior to Senate meeting. Any committee or liaison not adhering to this policy will not be recognized at the Senate meeting.

College Senate Erie Community College  
Pre-By-Laws

**Senate Meeting Agenda**

- Roll call by signature
- Approval of minutes
- College President Report
- College Senate Chair Report
- Committee Reports
- Unfinished Business – action items
- New Business – action items
- Announcements

**Discussion of issues**

Every effort will be made to bring issues to a collegial resolution, but the Senate Chair will maintain the right to table the discussion in order to complete the agenda in a timely fashion. All formal positions taken by the Senate shall be approved by a majority vote of those attending. Upon formal action of an issue the Senate Chair will forward the motion and summary statements to appropriate addressee.

Items that must be addressed by the Senate include: program deactivation, governance and budget issues, and other issues that are within academic jurisdiction.



2/16/11




2/16/11


## Agreement Concerning Class Size:

Effective for the next semester following the approval of this Collective Bargaining agreement:

### Article 12 – Class Size

- 1) A course section is defined as a class with a maximum of thirty-four (34) students. For the purpose of assigning credit, section size will be based on the roster submitted by the faculty member at the end of the third week of instruction to the Director of Registration.
- 2) In academic unit labs or shops where no definable workstations exist or where equipment or space is inadequate to meet the requirements of the course, accrediting agencies, or safety standards, the maximum number of students per section will be recommended by the academic unit and approved by the President of the College or his designee.
- 3) Students in developmental courses will not exceed twenty-five (25) in a section.
- 4) Students in Public Speaking – EN410 <sup>114</sup> will not exceed twenty-five (25) in a section.
- 5) Students in online courses will not exceed twenty-eight (28) in a section.
- 6) The minimum number of students required for a class to continue past the run/cancel date shall be eight (8). Nothing in this section shall preclude the college, in its sole discretion, from continuing a class beyond the run/cancel date with less than eight (8) students or from cancelling a class with more than eight (8) students on the run/cancel date provided that written notice of the cancellation, including the rationale therefor, shall be given to the instructor, the department chairperson and the FFECC President.

 6/13/12  
ANDREW D. SAKO  
FFECC PRESIDENT

  
K. Klein Wheaton 6/13/12

 6/13/12

13 June 2012

**ECC Proposal for Successor to 9/1/05 – 8/31/09 Collective Bargaining  
Agreement Between the Faculty Federation of ECC and ECC and the County  
of Erie**

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**Proposal No. 6**

**Article 19 – Faculty Appointments Committee**

- Clarification and membership

Proposed Contract Language for Successor Agreement:

Effective for the next semester following the approval of this Collective Bargaining agreement:

**ARTICLE 19 FACULTY APPOINTMENTS COMMITTEE**

**(1) Composition.**

- (a) No later than May 15th of each year, each academic unit, by secret ballot, shall elect two (2) members from each campus to serve on the Appointments Committee within the academic unit. Thus, the Appointments Committee within each academic unit will consist of six (6) members, two (2) from each campus contingent upon the program being offered on each campus. A listing of such members and the appointments chair shall be delivered in writing to the office of the College President, Executive Vice President of Academic Affairs, Director of Human Resources and the FFECC President by May 31st of each year. Term is effective June 1<sup>st</sup> of each year.
- (b) The President of the College and the Federation President may each appoint one non-voting member to the Appointments Committee. The role of these appointees will be to advise in the screening, search and interview process leading to recommendation of three candidates to the College President.
- (c) It is understood that the Appointments Committee may conduct its business of screening and interviewing candidates even in the absence of one or more members provided each such absent member was afforded a reasonable opportunity to attend. In order to conduct business with one or more absent members, the Appointments Committee must ensure that the FFECC observer is present and that at least one committee member from each represented campus is in attendance.

**ECC Proposal for Successor to 9/1/05 – 8/31/09 Collective Bargaining Agreement Between the Faculty Federation of ECC and ECC and the County of Erie**

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(2) President's Responsibilities.

President of the College or his designee shall:

- (a) Be required to give written notice to the President of the Federation of any vacancy in the bargaining unit within five (5) working days of the decision to fill such position.
- (b) Make available the files of Faculty applications to the Appointments Committee.
- (c) Receive the Committee recommendation and act upon it within ten (10) working days of its receipt.

(3) General Considerations

- (a) All units will follow the appointments procedure as established by the College.
- (b) It is understood that the Faculty shall have the opportunity to make recommendations for appointments to all vacant positions within an academic unit.
- (c) The College President shall give prime consideration to the recommended list of the academic unit Appointments Committee prior to making, within his sole discretion, the appointment.

*KKK* (d) G. The Committee may recommend an appointment to the Distinguished Professor category. (See Definitions, Article 2(1).)

*REMAINER UNCHANGED. HRS* *KKK*  
*(4 & 5 REMAIN) HRS* *KKK*

*AD*  
ANDREW D. SAIKO  
FFECC PRESIDENT

*KK*  
KK Wheaton 6/5/12

*KK*  
6/15/12

## Agreement Concerning Large Lecture Instruction:

Modify Article 36 as follows:

(4) Large Lecture Instruction – faculty or administration may wish to form a large lecture for instructional purposes under the following circumstances:

a. Large lecture instruction shall be limited to the following seated courses and must be approved by the academic department:

GO 101 American Government,  
HI 106 World Civilizations 1,  
PS 100 General Psychology,  
SO 100 Introduction to Sociology 1.

b. Departments may recommend additional courses for large lecture instruction subject to the agreement of the FFECC President and the College President.

c. Only tenured faculty members may participate in large lecture instruction

d. Any course approved for large lecture instruction shall be designated as such by the scheduling committee prior to course selection

e. Faculty members must volunteer to accept a course designated as large lecture instruction

f. No faculty member shall be compelled to accept a large lecture instruction assignment

g. Each faculty member may teach a maximum of one (1) large lecture instructional assignment.

h. Each large lecture instructional assignment shall count as one (1) seated course for the purpose of distance language limitations set forth in Article 36 (6)(c) below.

*(load or overload) (KKW)*

(5) Compensation for large lecture instructional will be based on the roster submitted by the faculty member at the end of the third week of instruction to the Director of Registration as follows:

35-45 students = 1.5 \* contact hours  
46-69 students = 1.75 \* contact hours  
70-72 students = 2 \* contact hours

*William Pent*  
6/13/12

13 June 2012

*AD* 6/13/12  
ANDREW D. SAKO  
FFECC PRESIDENT

*Klein*  
K. Klein Wheaton 6/13/12

College # (12)

**Agreement Concerning NTTP/ET Work Day:**

Effective for the next semester following approval of this Collective Bargaining Agreement:

**ARTICLE 56 NTTP WORK DAY**

**A. For Electronic Technicians**


- (1) Shift times for ETs may begin between the hours of 6 a.m. and 10 a.m. as follows:
  - a. For current employees (as of the date of ratification), the employee's current shift shall continue unless the employee and the supervisor agree to a change, or if the shift is changed as outlined in paragraph 2 below.
  - b. For new employees (after the date of ratification), the supervisor shall establish the shift.
- (2) If the supervisor determines that a change in shift is necessary to meet departmental needs, he/she will seek volunteers. If there are insufficient volunteers, the supervisor may change the shift of the least senior ET not already working the shift in question with thirty (30) days' notice.
- (3) In an emergency situation, all qualified ETs will be offered overtime. If no ETs accept the offered overtime, the work may be done by any qualified college personnel. An emergency is a sudden, unforeseen event that substantially alters the nature of planned work.
- (4) For planned work activities, ETs will be given a minimum of forty-eight (48) hours' notice for overtime. If no ETs accept the offered overtime, it may be done by any qualified college personnel.
- (5) For unforeseen non-emergency events, every effort will be made to give ample notice, and overtime will be offered to all ETs.
- (6) For ETs, overtime pay will begin with the forty-first (41<sup>st</sup>) hour of work.


**B. For all other NTTPs**

- (1) The workday for the existing non-ranked professional staff shall be limited to an eight (8) hour shift including a one (1) hour paid lunch. The work day shall be between the hours of 8 a.m. to 4 p.m. or 9 a.m. to 5 p.m.
- (2) All hours worked as assigned over 40 hours shall be compensated to the extent that budgetary appropriations allow. In the absence of such budgetary appropriations, such employees shall receive compensatory time taken as scheduled by the appropriate College Vice President.


- (3) All hours worked as assigned over 40 hours in a work week shall be compensated as required in the FLSA (Fair Labor Standards Act). Employees will receive overtime/compensatory time at time and one half after actually working forty (40) hours. The calculations of time and one half will not include lunch hours, vacations, sick leave and/or personal leave, etc. This means that employees will not receive overtime at time and one half until they have actually worked forty (40) hours. Employees will receive straight time from 40 hours up to 45 hours including lunch hours and time and one half after the employee has actually worked 40 hours.
- (4) Work assignments for Technical Personnel in new positions will be between the hours of 8 a.m. to 10 p.m. Work assignments must be made thirty (30) days prior to the beginning of each semester. Swing shifts shall not be assigned; i.e., if an employee is assigned any hours other than 8 a.m. to 4 p.m. or 9 a.m. to 5 p.m., he/she must be assigned these hours for the entire semester, unless the employee agrees to a shift change.
- (5) The only exceptions to the above are positions which were established as full-time evening positions.

For the College:

 7/23/12  
ECC EVPLA

  
7/23/12

For the FFECC:

 7/23/12  
FFECC  
PRESIDENT

## Faculty Responsible Professional Duties Matrix

To be completed and submitted each academic year by May 1

Year/Semester: \_\_\_\_\_

Department: \_\_\_\_\_

Faculty Member: \_\_\_\_\_

### Academic Year Obligations:

150 Teaching Days Including:

1. College Day
2. Office hours- 75 hours per semester to be scheduled 5 hours per week

Responsible Days (13 additional days, maximum 91 hours):

1. Opening Days – 2 days (14 hours)

Identify how you will fulfill your 77 remaining hours of contractual duties. Submit to your Department Chair and Assistant Academic Dean:

Activity	Hours
Advisory Councils	
Advisement	
Appointments Committee	
Assessment Activities	
Budget Development	
College Governance	
Course Scheduling	
Curriculum Development	
Grants	
Initiating Community Partnerships	
Program Review and Annual Update	
Reappointments Committee	
Recruitment and Retention	
Registration	
Service Learning	
Other (Specify)	
<b>TOTAL HOURS</b>	

\_\_\_\_\_  
Signature and Date - Faculty Member

\_\_\_\_\_  
Signature and Date - Campus Chair

\_\_\_\_\_  
Signature and Date – AVP/AAD

This form is subject to review and change if departmental needs and/or staffing levels change. Changes to this form will be the result of discussion between the Department Chair and the faculty member.

## Proposed changes to Article 40(1) and (2)

Teaching Faculty Academic Calendar - Not later than October 1, prior to the adoption by the Board of an academic calendar, tentative academic calendar shall be submitted to the Federation President. Within fourteen (14) calendar days of such submission, the Federation shall have the right to submit, in writing, to the College President and Board, changes and suggestions which shall be given due consideration before the final calendar as solely determined by the Board, is adopted. It is agreed and understood that such calendar shall not provide for more than 163 work (on-duty) days (which shall be composed of 150 teaching days, ~~plus no more than 13 days for additional responsibilities if and to the extent assigned by the appropriate academic dean~~) for faculty whose work year is determined by the academic calendar. The responsible days shall be prior to and at the end of each semester and shall be for registration, orientation, examinations, and meetings only. ~~The 1991-92 academic year shall for registration purposes only begin no earlier than 2 weeks prior to Labor Day; for all other purposes~~ ~~The academic year shall begin one week prior to Labor Day and shall end no later than May 31. Each successive academic year shall begin no earlier than one week prior to Labor Day and end no later than May 31.~~

Department Chairs shall determine the number of faculty necessary to service registration.

Responsible Days-Hours for Teaching Faculty- In addition to 150 teaching days, each full-time faculty member within a department shall be responsible to provide an additional ninety-one (91) hours of service. Opening Day attendance shall account for fourteen (14) hours. The remaining seventy-seven (77) hours shall be determined by departmental needs and shall be set forth on the form in Appendix I. The form shall be completed and submitted by May 1<sup>st</sup> for the following academic year and approved by the Department Chair and the appropriate Assistant Academic Dean. A schedule of responsible days for the ensuing academic year shall be available to faculty at the office of the appropriate academic dean during the last five (5) business days of the preceding academic year. A faculty member may arrange for an exchange of days with another faculty member, who is acceptable to the appropriate academic dean. Except for the 1980-81 academic year, the faculty member must notify the academic dean of any such exchange in writing setting forth the specific date(s) and signed by both faculty members within 10 days after the last day of such preceding academic year. If such exchange request is denied, the reason for such denial shall be in writing.

- (a) The academic year is reflected in Section (1) above concerning academic calendar.
- (b) Faculty members who volunteer for other college duties falling outside of the academic year and are assigned such duties shall be paid 1/150th of the individual's salary per diem. *A faculty member may credit hours due as outlined within the Faculty Responsible Professional Duties Matrix for advisement conducted outside of the academic year at the members' discretion and with approval of the Chair.*
- (c) No mandatory meetings shall be called nor duties assigned outside the academic year as described above.
- (d) Final grades will be available to the student four (4) working days after the last day of the semester.

### **Proposed changes to Article 40(1) and (2)**

Teaching Faculty Academic Calendar - Not later than October 1, prior to the adoption by the Board of an academic calendar, tentative academic calendar shall be submitted to the Federation President. Within fourteen (14) calendar days of such submission, the Federation shall have the right to submit, in writing, to the College President and Board, changes and suggestions which shall be given due consideration before the final calendar as solely determined by the Board, is adopted. It is agreed and understood that such calendar shall not provide for more than 150 teaching days. For faculty whose work year is determined by the academic calendar. The academic year shall begin one week prior to Labor Day and shall end no later than May 31.

Department Chairs shall determine the number of faculty necessary to service registration.

Responsible Hours for Teaching Faculty- In addition to 150 teaching days, each full-time faculty member within a department shall be responsible to provide an additional ninety-one (91) hours of service. Opening Day attendance shall account for fourteen (14) hours. The remaining seventy-seven (77) hours shall be determined by departmental needs and shall be set forth on the form in Appendix I. The form shall be completed and submitted by May 1<sup>st</sup> for the following academic year and approved by the Department Chair and the appropriate Assistant Academic Dean.

- (a) The academic year is reflected in Section (1) above concerning academic calendar.
- (b) Faculty members who volunteer for other college duties falling outside of the academic year and are assigned such duties shall be paid 1/150th of the individual's salary per diem. *A faculty member may credit hours due as outlined within the Faculty Responsible Professional Duties Matrix for advisement conducted outside of the academic year at the members' discretion and with approval of the Chair.*
- (c) No mandatory meetings shall be called nor duties assigned outside the academic year as described above.
- (d) Final grades will be available to the student four (4) working days after the last day of the semester.

**Academic Department Chairs and Professors/Department Heads  
To be Included in Collective Bargaining Agreement**

(3), (6), or (9) signify Release Contact Hours; Stipend is \$1,800 per semester unless otherwise noted	* Per contract, to be reviewed in 2018		
<sup>1</sup> College-wide	** If all North Campus students are enrolled at South, online or graduated, release time will be eliminated at North Campus		
<b>Department Chairs/ Assistant Chairs</b>	<b>Clty Campus - Former</b>	<b>North Campus - Former</b>	<b>South Campus - Former</b>
Architectural Technology			(3) + \$1,800/sem
Automotive Technology			(3) + \$1,800/sem
Automotive Trades: Autobody Repair			(3) + \$1,800/sem
Biology	(3) + \$1,800/sem	(3) + \$1,800/sem	(3) + \$1,800/sem
Biomanufacturing		(3) + \$1,800/sem	
Building Management & Maintenance	(3) + \$1,800/sem		
Business Administration	(6) + \$2,400/sem	(6) + \$2,700/sem	(6) + \$2,700/sem
Chemistry	(3) + \$1,800/sem	(3) + \$1,800/sem	(3) + \$1,800/sem
Civil Engineering Technology / Construction Management Engineering Technology		(3) + \$1,800/sem	
Communication Arts			(3) + \$1,800/sem
Computer Aided Drafting and Design			(3) + \$1,800/sem
Computer Repair Technology			(3) + \$1,800/sem
Counseling Center	\$2,500/sem	\$2,500/sem	\$2,500/sem
Criminal Justice	(3) + \$1,800/sem	(3) + \$1,800/sem	(3) + \$1,800/sem
Dietetic Technology		(3) + \$1,800/sem	
Early Childhood	(3) + \$1,800/sem		
Electrical Engineering Technology		(3) + \$1,800/sem	
Emergency Management/Fire Protection	(3) + \$1,800/sem		
Emergency Medical Technology		(3) + \$1,800/sem	(3) + \$1,800/sem
English	(3) + \$1,800/sem	(3) + \$1,800/sem	(3) + \$1,800/sem
Engineering Science		(3) + \$1,800/sem	
Environmental Science / Environmental Tech Geoscience		(3) + \$1,800/sem	
Green Building Technology Center		\$1,800	
Health, Wellness & Phys. Ed. Studies <sup>1</sup>			<sup>1</sup> (9) + \$1,800/sem
Heating, Ventilation, Air Conditioning and Refrigeration		\$1,800	
Hospitality Mngmnt: Hotel Rstrnt Mgmt / Culinary Arts	(3) + \$1,800/sem	(3) + \$1,800/sem	
Humanities	(3) + \$1,800/sem	(3) + \$1,800/sem	(3) + \$1,800/sem
Industrial Technology		(3) + \$1,800/sem	
Information Technology **		(3) + \$1,800/sem	(3) + \$1,800/sem
Law Enforcement Training Academy		\$2,500/sem	
- Police Training Professional (2)/Sr. (1)		\$3,000/sem	
Library Resource Center	\$2,500/sem	\$2,500/sem	\$2,500/sem
Mathematics / Computer Science	(6) + \$1,800/sem	(9) + \$1,800/sem	(6) + \$1,800/sem
Mechanical Engineering Technology		(3) + \$1,800/sem	
Nanotechnology		(3) + \$1,800/sem	
Networking and Telecommunications Tech			(3) + \$1,800/sem
Paralegal	(3) + \$1,800/sem		
Physics	(3) + \$1,800/sem	(3) + \$1,800/sem	(3) + \$1,800/sem
Social Science	(6) + \$1,800/sem	(6) + \$1,800/sem	(6) + \$1,800/sem
Visual Communications - Graphic Arts & Printing			(3) + \$1,800/sem
Asst. Chair Computer Science		\$1,800/sem	
Asst. Chair Developmental Ed-English *	\$1,800/sem	\$1,800/sem	\$1,800/sem

<b>Department Chairs/ Assistant Chairs</b>	<b>City Campus - Former</b>	<b>North Campus - Former</b>	<b>South Campus - Former</b>
Asst. Chair Developmental Ed-Mathematics *	\$1,800/sem	\$1,800/sem	\$1,800/sem
Asst. Chair General Studies	(3) + \$1,800/sem	(3) + \$1,800/sem	(3) + \$1,800/sem
<b>Coordinators and Governance</b>			
Assessment-Liaison	\$1,800/sem	\$1,800/sem	\$1,800/sem
Center for Teaching, Learning and Assessment [CTLA]-Coordinator <sup>1</sup>	<sup>1</sup> \$5,400/sem		
College Senate <sup>1</sup> -Chair	<sup>1</sup> (6)/sem		
College Senate <sup>1</sup> -Vice Chair		<sup>1</sup> (3)/sem	
College Senate <sup>1</sup> -Secretary		<sup>1</sup> (3)/sem	
Honors Program-Coordinator <sup>1</sup>	<sup>1</sup> \$5,400/sem		
Middle States-Chair <sup>1</sup>	<sup>1</sup> (9) or \$5,400/sem		
Teacher Preparation-Coordinator <sup>1</sup>	<sup>1</sup> \$1,800/sem		