

Contents

ARTICLE I	7
RECOGNITION	7
Section 1 – Bargaining Unit Definition:	7
Section 2 – Non-Discrimination, Non-Strike:	7
Section 3 – Definition of Faculty:	8
Section 4 – Annual Appointments:	8
Section 5 – Dues:	8
ARTICLE II	8
MANAGEMENT RIGHTS	8
Section 1 – Statement of Rights:	9
Section 2 – Limited Only by Specific and Express Terms:	9
Section 3 – Not All Inclusive:	9
ARTICLE III	9
BOARD OF TRUSTEES – UNION COMMUNICATIONS	9
ARTICLE IV	9
VACANCIES	9
ARTICLE V	10
PROBATIONARY APPOINTMENTS, TENURE, AND POST-TENURE REVIEW	10
Section 1 – Probationary Appointment:	10
Section 2 – Tenure and Post-Tenure Review:	10
Section 3 – Procedure for the Granting or Denial of Tenure:	10
Section 4 – Required Actions of the Board of Trustees:	11
ARTICLE VI	11

EVALUATION	11
Section 1 – Generally:	11
Section 2 – Timetable:	11
Section 3 – Review and Filing:	12
ARTICLE VII	12
THE WORK SCHEDULE	12
Section 1 – The Academic Year:	12
Section 2 – Teaching Load:	13
Section 3 – The School Day:	16
Section 4 –EMS/Paramedic Position:	16
ARTICLE VIII	16
SALARIES	16
Section 1 – Minimum Salary per Rank:	16
MINIMUM SALARY	17
Section 2 – Promotion:	17
Section 3 – No Salary Steps, No Schedules:	17
Section 4 – Salary Increases for Life of Contract, CPI:	18
Section 5 - Stipends:	18
Section 6 – Contractual Improvement:	18
Section 7 – New Faculty Members, Salary Increases:	19
Section 8 – Salary Payments:	19
Section 9 – Deferred Compensation:	19
Section 10 – Overloads:	19
Section 11 – Student Advising Pay Rates:	21
Section 12 – Gemini Faculty Liaison Compensation:	21
ARTICLE IX	21
DEPARTMENT CHAIRPERSONS, PROGRAM COORDINATORS AND	21
Section 1 – Department Chairpersons:	21
Section 2 – Department Chairperson Compensation:	22
ARTICLE X	22

MISCELLANEOUS	22
Section 1 – Union Meetings:	22
Section 2 – Copies of Agreement:	23
Section 3 – Independent Study / Tutorial:	23
Section 4 – Direct Deposit:	23
Section 5 – Emergency Closing:	23
Section 6 – Tuition Waiver:	23
Section 7 – Travel Reimbursement:	24
Section 8 – Field Trips:	24
Section 9 – Online Course Offerings:	24
Section 10 – Synchronous Course Offerings:	26
Section 11 – HyFlex Course Offerings:	27
Section 12 – Resignation and Retirement Notification:	28
Section 13 – Union Release Time:	28
Section 14 – Secondary Discipline:	28
Section 15 – Grading Deadline:	28
ARTICLE XI	29
PROFESSIONAL IMPROVEMENT	29
Section 1 – Professional Improvement Activities:	29
Section 2 – Professional Development Fund:	29
ARTICLE XII	29
DISCIPLINE POLICY	29
Section 1 – Progressive Discipline:	30
Section 2 – Procedures for Disciplinary Levels of Action:	32
ARTICLE XIII	34
PERSONNEL FILE	34
Section 1 – Contents of File:	34
Section 2 – Right to Review File	34
Section 3 – Allegations of Misconduct and/or Incompetence Material:	35
ARTICLE XIV	35

SICK LEAVE	35
Section 1 – Days Per Year:	35
Section 2 – Credited:	36
Section 3 – Definition of Sickness:	36
Section 4 – Physician’s Statement:	36
Section 5 – Extended Sick Leave:	36
Section 6 – Excess Sick Leave:	36
Section 7 – Charging Sick Leave:	37
Section 8 – No Pay in Lieu of Sick Leave, Exceptions:	37
Section 9 – Notice of Anticipated Disability:	37
Section 10 – Sick Leave Bank:	37
ARTICLE XV	38
JURY DUTY, MILITARY LEAVE AND CHILD REARING LEAVE	38
Section 1 – Jury Duty:	38
Section 2 – Military Duty:	39
Section 3 – Child Rearing Leave:	39
ARTICLE XVI	39
BEREAVEMENT LEAVE	39
ARTICLE XVII	39
SABBATICAL LEAVE	39
Section 1 – In General:	40
Section 2 – Eligibility:	40
Section 3 – Forms Required:	40
Section 4 – Decision of the Board:	40
Section 5 – Reporting:	40
Section 6 – Compensation During Sabbatical:	40
Section 7 – Agreement Required:	41
Section 8 – Additional Sabbaticals:	41
ARTICLE XVIII	41

LEAVE OF ABSENCE WITHOUT PAY	41
Section 1 – Procedure:	41
Section 2 – Not Time Worked:	42
Section 3 – Extension:	42
Section 4 – Pay Upon Return:	42
 ARTICLE XIX	 42
 FRINGE BENEFITS	 42
Section 1 – Health Insurance:	42
Section 2 – Dental Insurance:	43
Section 3 – Life Insurance:	43
Section 4 – Disability Insurance:	43
Section 5 – Flexible Spending Account:	43
Section 6 – Health Insurance Review Committee:	44
Section 7 – Wellness Programs:	44
 ARTICLE XX	 44
 THE GRIEVANCE PROCEDURE	 44
Section 1 – Policy:	44
Section 2 – Definitions:	44
Section 3 – General Procedures and Principles:	45
Section 4 – Time Limits:	45
Section 5 – Grievance and Review:	46
 ARTICLE XXI	 47
 PAST PRACTICES	 47
 ARTICLE XXII	 47
 RETRENCHMENT	 47
Section 1 – Generally:	48
Section 2 – Notice:	48
Section 3 – Criteria:	48
Section 4 – Hiring Preference:	48
Section 5 – Retraining:	48

Section 6 – DEFINITIONS:	49
Section 7 – Reductions:	50
ARTICLE XXIII	50
LABOR RELATIONS MEETINGS	50
ARTICLE XXIV	51
DURATION AND CHANGES	51
Section 1 – Term:	51
Section 2 – Full and Complete Agreement:	51
Section 3 – Negotiations Complete:	51
Section 4 – Existing Memos:	51
SCHEDULE A	55
Faculty Evaluation System and Tenure Attribution Process	55
Evaluation Tools	58
SCHEDULE B	59
DETAILED ANALYSIS OF SABBATICAL	59

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE ONTARIO COUNTY BOARD OF SUPERVISORS,
FINGER LAKES COMMUNITY COLLEGE,
AND THE FINGER LAKES COMMUNITY COLLEGE
TEACHING FACULTY ALLIANCE

This agreement is made pursuant to the Public Employees' Fair Employment Act, and is entered into by and between the Ontario County Board of Supervisors and Finger Lakes Community College Board of Trustees (hereinafter referred to as the "Employer"), and the Finger Lakes Community College Faculty Alliance (hereinafter referred to as the "Union"); members of the bargaining unit represented thereby are hereinafter referred to as "Faculty" or "Faculty members".

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

The parties agree as follows:

ARTICLE I
RECOGNITION

Section 1 – Bargaining Unit Definition:

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

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

The Faculty is committed to carrying out the Mission of Finger Lakes Community College with the highest degree of professionalism.

Section 2 – Non-Discrimination, Non-Strike:

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

Section 3 – Definition of Faculty:

For purposes of this agreement, adjunct and part-time teaching faculty shall be excluded from the bargaining unit. Part-time teaching faculty shall be defined as employees regularly scheduled to teach twenty (20) or less contact hours per academic year as hereinafter defined.

The Employer will make a reasonable effort to fill vacancies occurring in regular permanent positions with probationary rather than temporary appointments. It is understood, however, that temporary appointments may be appropriate for regular permanent vacancies where the vacancy occurs during the academic year and where the College needs to fill the vacancy before a full search for the best replacement can be made.

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

Section 4 – Annual Appointments:

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

Section 5 – Dues:

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

The Employer further agrees to transmit said deductions to the Union each effective pay period. The Union agrees that it will certify to the Employer in writing the dues rate to be effective for the following academic year prior to September 30 of each year. The Union hereby agrees to hold the Employer harmless for any and all liability or damages it may sustain as a result of making the payroll deductions provided for in this Article.

ARTICLE II **MANAGEMENT RIGHTS**

Section 1 – Statement of Rights:

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

Section 2 – Limited Only by Specific and Express Terms:

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

Section 3 – Not All Inclusive:

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

ARTICLE III **BOARD OF TRUSTEES – UNION COMMUNICATIONS**

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

ARTICLE IV **VACANCIES**

Professional Positions:

Written notice of a full-time vacancy in any teaching position within the Union shall be sent to the President of the Union at the time it is announced. Any teaching faculty member who is interested in such a vacancy shall be provided with a description of the position upon written request.

ARTICLE V

PROBATIONARY APPOINTMENTS, TENURE, AND POST-TENURE REVIEW

This article in its entirety is not subject to the grievance or arbitration procedures outlined in this contract (Article XXI – The Grievance Procedure).

Section 1 – Probationary Appointment:

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

Section 2 – Tenure and Post-Tenure Review:

At the end of the probationary period provided for in Section 1 above, employees may be awarded tenure by the Board of Trustees upon the recommendation of the President.

Tenure shall mean the right of a faculty member to continuing appointment unless dismissed for incompetence, repeated and serious neglect of duty, insubordination, misconduct, or conviction of a felony. Tenure is recommended only if senior faculty and senior administrators judge that a candidate is likely to remain a productive college employee and member of the Faculty. The tenure approval process will judge faculty performance in teaching, service, and professional growth.

Post-Tenure Review is designed to facilitate continued faculty development, consistent with the academic needs and goals of the College and the most effective use of institutional resources. It is a means to ensure professional accountability by a regular, comprehensive evaluation of every tenured faculty member's performance. Post-tenure review will evaluate faculty performance in teaching, service and professional growth, the same areas of professional competence and achievement that are used in tenure and promotion reviews.

Faculty who receive a "below expectations" summary during the post-tenure review process will enter into a faculty development plan (see Written Warning in Progressive Discipline Policy Article XIII) designed to improve the identified inadequacies. Failure to participate in or complete a faculty development plan as agreed can lead to charges of insubordination and result in disciplinary action.

Section 3 – Procedure for the Granting or Denial of Tenure:

A. First Probationary Year

During an employee's first probationary year they will be notified no later than six months following their effective date of employment as to whether they will be re-employed for the following probationary year.

B. Second Through Fifth Probationary Years

During an employee's second through fifth probationary years the employee shall be notified no later than four months after the anniversary date of their appointment as to whether renewal of the probationary appointment shall be granted.

C. Denial of Tenure

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

Section 4 – Required Actions of the Board of Trustees:

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

1. Non-voluntary termination of a tenured faculty member.
2. Non-voluntary termination of a faculty member within the academic year during the probationary appointment.
3. Not awarding tenure to a faculty member following completion of their fifth or subsequent probationary year.

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

ARTICLE VI
EVALUATION

Section 1 – Generally:

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

Section 2 – Timetable:

A formal, written evaluation will be completed at least once every five years as part of the post tenure review cycle for tenured faculty and annually for probationary faculty substantially in

accordance with Schedule A, the Faculty Alliance Faculty Evaluation System, attached hereto and made a part hereof.

Section 3 – Review and Filing:

After each written evaluation, the supervising administrator shall discuss the written evaluation with the teaching faculty member and each person shall initial the evaluation at that time in recognition of having seen and discussed it, but such initialing shall not be construed as agreement or disagreement with such evaluation. Such evaluation shall be placed in the faculty member's personnel file. A teaching faculty member shall have the right to have their written response to an evaluation placed in their personnel file.

ARTICLE VII **THE WORK SCHEDULE**

Section 1 – The Academic Year:

A. The Academic Calendar, Instructional and Non-Instructional Days:

The academic year shall consist of two (2) semesters, fall and spring. Teaching Faculty members and Department Chairpersons covered by this agreement shall perform teaching functions during both such semesters, as provided for in this Article. All Teaching Faculty members shall be available for previously scheduled meetings and other administrative or planning duties during each semester and on days scheduled in the academic calendar immediately preceding the first day of classes. The number of non-instructional days each semester shall be developed with the academic calendar and will not exceed six (6) days per academic year, with no more than three (3) non-instructional days per semester. The schedule of meetings and administrative or planning duties on non-instructional days preceding each semester will be developed by the President and the Provost with input from the Chair of Academic Senate and the Faculty Alliance Chair.

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

The maximum number of days of instruction to which a teaching faculty member shall be assigned will not exceed seventy-eight (78) per semester. The work period for faculty will be defined by the academic calendar. The multi-year calendar shall be developed by the Provost with input from the Faculty Alliance, the FLCC Professional Association, and the FLCC Unit of CSEA and will be consistent with all conditions of this contract. The Provost, prior to recommending the calendar to the President, shall provide a copy thereof to the Alliance Chair of the Faculty Alliance, and the Presidents of the FLCC Professional Association and FLCC Unit CSEA. The Provost will then recommend the calendar to the President by December 15 and the necessary changes will be made by February 15. The calendar shall contain the proper number

of days to effectively orient, register, instruct, evaluate and graduate students and is subject to the regulations prescribed by the State University of New York and the State Education Department, and all the relevant contractual provisions set forth in this Agreement.

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

- B. Tentative Teaching Schedule: The College will make every effort to provide each teaching faculty member with a tentative teaching schedule by May 1 and December 1 for the Fall and Spring semesters respectively.
- C. Commencement Ceremony Participation: Teaching faculty covered by this agreement will be required to participate in the Commencement Ceremony.
- D. Convocations, Assemblies and Other Activities: In the event that the college administration cancels regularly scheduled classes, teaching faculty covered by this agreement shall attend convocations, assemblies, or other activities as required by the administration.
- E. Orientation Day – New Teaching Faculty Members: In addition to the work days scheduled herein, teaching faculty beginning employment for the first time at the college will be required to attend an orientation day prior to the start of their first teaching semester.
- F. Faculty Advisement: Each teaching faculty member shall be assigned advisees and shall advise these students during the Fall and Spring Semesters.

Section 2 – Teaching Load:

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

<u>Contact</u>	<u>Course</u>	
<u>Hours</u>	<u>Preparations</u>	<u>Subjects or Areas</u>
17	3 Lecture or 2 Lab Courses	Biology, Chemistry, Conservation, Nursing, Physical Science, Physics, Technology

[If the assigned workload includes at least two lab courses, the number of preps shall be two. If the assigned workload includes less than two lab courses, the number of preps shall be 3.]

16	5	Physical Education and Integrated Health Care
15	4	Music
15	3	Art, Languages, Communications, Theater; and Lecture Courses without Labs regardless of subject area.

In lieu of instructional contact hours, a teaching faculty member may agree with the Provost to undertake a special project in place of all or part of their normal teaching load. A special project is defined as any reduction in teaching load for the purpose of completing an administrative task (i.e., temporary administrative appointment, assessment coach, or other otherwise unpaid duty). All special projects are voluntary and cannot be assigned. Special projects that require the reassignment of a faculty member's total load may not exceed four (4) consecutive semesters. An extension of two additional semesters may be added with Union approval. Prior to any such assignment, the Provost shall discuss with the Union the selection process for any members proposed to be reassigned.

- B. Provided no course preparations in addition to the normal teaching load are required, a teaching faculty member may be assigned up to 3 additional contact hours in any one semester, provided either (a) their contact hours in the other semester of the same academic year are reduced by the same number of contact hours, or (b) in the event that course scheduling makes it impractical to assign a reduced number of contact hours, the teaching faculty member shall be paid overload compensation in the semester where the reduction of hours was not accomplished. This provision shall not be applied to more than 20 percent of the teaching faculty during any one academic semester.
- C. If a teaching faculty member agrees to one additional course preparation without any increase in contact hours, the teaching faculty member may be assigned one additional course preparation and shall be paid one and one-half overload hours. However, if the course contact hours are less than two, the faculty member will be paid one contact hour. For the purposes of this agreement, this additional compensation is referred to as a preparation overload.
- D. When determining what courses can be counted for prep overload, any duplicate courses, regardless of when scheduled, shall be counted within the normal teaching load and not counted as overload classes, as determined in following the procedural guideline steps below.
- E. When determining what courses can be counted for prep overload, there will not be a distinction made between a "primary discipline" and a "secondary discipline." All courses will be considered equal and duplicates will be counted first regardless of discipline.
- F. When a faculty member has been granted a reduction in load hours, only the hours after reduced load and up to normal load shall be counted to determine prep overload.

For example, a faculty member with a 15 hour normal load with a nine hour reduction can only count 6 more hours to get to normal load and, therefore, does not earn prep overload for courses beyond the six needed to achieve normal load.

- G. The following procedural guidelines shall be followed in establishing each faculty member's schedule and overload:
1. No less than four weeks prior to the start of each fall or spring semester, each faculty member will have a tentative schedule for the semester set, including both base and overload courses, for the purposes of determining whether or not a prep overload is due using the procedure outlined in the following steps.
 2. A faculty member will be due a prep overload if:
 - a. The number of distinct course preparations in that schedule exceeds the contractual number of the preparations, and
 - b. There is no subset of that schedule which would meet load with the contractual number of preps with courses that fall within the contractually-defined workday. For purposes of this calculation only, if a faculty member requests a schedule that includes classes outside of the contractually-defined workday, those classes will be treated as though they fell within it.
 3. After the initial schedule is set and approved, if a faculty member agrees to teach an additional class (for example, a new section is added due to increased enrollment or an emergency situation arises), adding that class will not cause the faculty member to lose an already established prep overload. If the additional class is not a section of a class already in the faculty member's schedule, whether or not prep overload is due will be determined using the rationale of Step 2 above.
 4. The Provost, in consultation with the faculty member, department chair, and Associate Vice President, may adjust a faculty member's schedule to avoid prep overloads. Any such alterations will be made no less than four weeks in advance of the start of the semester.
 5. If a faculty member's schedule includes more than the contractual number of preps, but does not result in the payment of a prep overload, the faculty member may decline any courses that require preps beyond the standard number. Any such decision by the faculty member must be made no less than four weeks prior to the start of the semester. This will not prevent the faculty member from instead teaching overload sections that do not require additional preps.
 6. The Provost may award a prep overload even if it would not be awarded under this schedule if they believe doing so is warranted.

- H. In addition to the above hours, all teaching faculty members and Department Chairpersons will schedule office time for student consultation, that, when added to required contact hours shall total 21. Faculty members whose teaching load including overload sections is 50% or more online shall schedule office time over no fewer than three (3) weekdays while classes are in session. All other faculty shall schedule office time over no fewer than four (4) weekdays during each week while classes are in session. Each teaching faculty member's schedule of office hours shall be submitted to and approved by the Provost and shall thereafter be posted prior to the start of each semester. Office hours should be proportionally aligned to the modality in which a faculty member is teaching.

Section 3 – The School Day:

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

Section 4 –EMS/Paramedic Position:

- A. EMS/Paramedic Faculty Position: In the college's discretion, one twelve (12) month EMS/Paramedic faculty position may be created. The Academic Year for said position shall consist of two semesters, fall and spring, and an additional number of days in the summer and January terms. The total number of contract days will not exceed one hundred ninety-seven (197) days annually including seventy-eight (78) instructional days each semester during the fall and spring semesters, thirty-three (33) days outside of the regular fall/spring semesters and other administrative or planning days during each semester and/or days immediately preceding the first day of classes for each semester. Planning days shall be developed with the calendar and will not exceed ten (10) days per academic year, with no more than five (5) non-instructional days per semester and no more than four (4) non-instructional days immediately preceding the start of the semester. Compensation for this position will be calculated by adding twenty percent (20%) to the employee's base salary for the additional contractual days.

ARTICLE VIII **SALARIES**

Section 1 – Minimum Salary per Rank:

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

MINIMUM SALARY
ACADEMIC RANKS

YEAR	PROFESSOR	ASSOCIATE PROFESSOR	ASSISTANT PROFESSOR	INSTRUCTOR
2022-2023	73,698	65,927	58,976	52,910
2023-2024	75,909	67,905	60,745	54,497
2024-2025	78,186	69,942	62,567	56,132

Section 2 – Promotion:

A. Promotion in rank shall be based on recommendations made by the Faculty Promotion Committee. After the committee agrees upon specified minimum qualifications for promotion, each year the Promotion Committee will submit to the President of the College a list of all candidates who meet the minimum requirements for promotion. Candidates will be listed in rank order.

B. When the Board of Trustees approves the promotion of a teaching faculty member from one academic rank to the next higher academic rank, the faculty member shall receive a salary increase of 6 percent applied to the base salary prior to promotion, or the minimum salary for the new rank, whichever is higher. After this calculation is performed, the percentage increase to base salary indicated in Article IX, Sections 4 and 5 shall then be applied to the base salary prior to promotion. The employer agrees to provide up to the following amounts for promotions in each of the contractual years for distribution in the sole discretion of the College to those teaching faculty members who demonstrate fitness for promotion. The promotion salary fund shall be: \$73,502 for the 2022-2023 academic year; \$76,810 for the 2023-2024 academic year; and \$80,266 for the 2024-2025 academic year.

C. Members holding instructor rank upon achieving tenure shall be promoted automatically at that time.

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

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

Section 3 – No Salary Steps, No Schedules:

It is understood and agreed that there are no salary steps and no schedule and that additional compensation may be awarded in the sole discretion of the College to faculty members who perform extra duties or whose performance is deemed outstanding by the College. Upon request by the Faculty Alliance President, the Provost shall provide a list of all faculty members receiving additional compensation pursuant to this Section, which list shall include the extra duties performed and additional compensation received by each faculty member.

Section 4 – Salary Increases for Life of Contract, CPI:

- A. For each of the academic years enumerated in this contract, returning teaching faculty members will receive a 2.5% increase to their base salary of the previous year.
- B. In the event CPI-W, annualized and unadjusted, for the twelve months prior to March, of each year of this agreement, equals or exceeds the general wage increases by 4.0%, the parties will meet and confer in good faith on wages for the following academic year.

Section 5 - Stipends:

- A. Disbursement of the following stipends will occur on the first pay period in October of the appropriate academic year.
- B. For the 2022-2023 academic year, a stipend of \$1000 will be paid out as a lump sum payment to all Faculty Alliance members.
- C. For the 2023-2024 academic year, a stipend of \$1000 will be paid out as a lump sum payment to all Faculty Alliance members.
- D. For the 2024-2025 academic year, a stipend of \$1000 will be paid out as a lump sum payment to all Faculty Alliance members.

Section 6 – Contractual Improvement:

A. Stipend Adjustments – Health Care Premiums

The stipend amounts for the 2023-2024 and 2024-2025 academic years will be adjusted according to the base insurance plan premiums from the July 01, 2022 – June 30, 2023 plan year. These base premium amounts paid by the unit members for July 01, 2022-June 30, 2023 for each health care plan are as follows:

Annual Employee Health Care Cost				
	Single	Sponsor (2 person)	Family w/o Spouse	Family
Blue Point Option	\$2701.80	\$5014.07	\$7531.96	\$6436.18
Health Blue \$25/40	\$1757.28	\$3703.07	\$3776.32	\$4247.26
Healthy Blue \$40/60	\$970.92	\$2176.19	\$2087.56	\$2400.58
Dental	\$0.00	\$471.36	\$623.40	\$821.88

If the amount paid by the unit member in the July 01, 2022-June 30, 2023 plan year increases for the July 01, 2023-June 2024 plan year, the difference will be added to the \$1000 stipend on September 01, 2023. For example, the premium increase for July 01, 2023-June 30, 2024 to the unit member is \$215, the stipend paid to the unit member will be \$1,215.

If the amount paid by the unit member in the July 01, 2022-June 30, 2023 plan year increases for the July 01, 2024-June 2025 plan year, the difference will be added to the \$1000 stipend on September 01, 2024. For example, the premium increase for July 01, 2024-June 30, 2025 to the unit member is \$500, the stipend paid to the unit member will be \$1,500.

Section 7 – New Faculty Members, Salary Increases:

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

Section 8 – Salary Payments:

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

Section 9 – Deferred Compensation:

- A. The College will increase the gross base wage of any unit member participating in the deferred compensation plan in an amount equal to the amount of the unit member's tax-deferred contribution to an approved tax-deferred annuity program, to a maximum of two percent (2%) of the unit member's gross base wage per payroll. Such College contributions are made to match each payroll contribution, without retroactive application due to contribution rate changes effected by the unit member, and the College agrees to pay any required payroll taxes on the amount of the increase. All legally mandated payroll deductions, such as child support or wage garnishments, shall be applied as required. Vesting shall be immediate.
- B. Except for frozen sick days recognized by prior collective bargaining agreements there shall be no payment for accumulated sick days.

Section 10 – Overloads:

- A. An overload hour shall be defined as a contact hour, including any course preparation necessary, in excess of the normal teaching load assigned to a teaching faculty member covered by this agreement, which is taught during the academic year, summer session, or intersession.
- B. Overloads for the combined Fall and Spring semesters of each academic year will be limited to 16.5 overload hours for each teaching faculty member, with no more than ten hours in either Fall or Spring semester. A teaching faculty member may exceed this limit only with the approval of the Provost. Exceptions will be given by the Provost only for emergency coverage of

situations that are immediate and unforeseen, such as an unplanned medical leave. Every effort will be made to minimize negative impact on students.

C. Maximum hours will include all forms of release hours, including such hours as those assigned for department chair duties or other assignments of “reduced hours” or “release hours”, as well as preparation overloads. Assignments that are paid with a stipend (such as serving as a discipline or program coordinator) will not be included in the faculty member’s teaching load.

D. Teaching faculty members covered by this agreement, who in the judgment of the College administration are qualified, shall be given preference over adjunct, part-time, and temporary faculty for intersession and summer session credit courses, and for overload credit hours, subject to the limitation stated above.

E. Each overload contact hour taught by a faculty member in excess of the normal teaching load allowed pursuant to Article VIII, The Work Schedule, shall be paid at the rate of \$992 per overload contact hour in 2022-2023, \$1,014 per overload contact hour in 2023-2024, and \$1,037 per overload contact hour in 2024-2025. Except as provided in Paragraph H, below, all overload contact compensation will be paid in equal installments on a biweekly basis during the semester / academic session in which the course is taught. Payments will commence with the first full pay period in each semester / academic session. The Parties understand that the “first full pay period” as it applies to faculty shall be the first two (2) work weeks whose last day coincides with a pay date. In any case, faculty shall receive their first installment no later than the end of the third week in which classes are held.

F. Approval of the Provost shall be required for team taught courses where both faculty members receive the full contact hour assignment; otherwise, courses with more than one instructor shall be considered share-taught and contact hours will be split proportionately between teaching faculty assigned to the course(s). In cases where team teaching is standard pedagogy (for example, in Nursing), the Provost and the department shall create a written agreement outlining the standard use of a team teaching approach. A list of approved team taught courses shall be maintained in the Office of the Provost.

G. Department Chairpersons will be involved with the Chief Advancement Officer in the staffing of non-credit courses.

H. Variable Heavy – Banked Overload Hours

Bargaining unit members who teach in excess of the normal teaching load (as specified in Article VIII) may request to bank an overload up to a maximum accumulation of three (3) overload contact hours. All such requests must be submitted to the Provost during the course assignment process for the following semester, with a copy provided to the Human Resources Officer. The Provost shall have complete discretion to grant or deny a request to bank overload hours, and such determination shall be final and shall not be subject to the grievance procedure set forth in Article XXI. Upon the Provost’s approval, the banked overload contact hours may be used for a reduction in basic load during

the subsequent semester (spring or fall), or if a reduction in basic load is not determined to be possible, compensation for banked overload hours shall be paid in the subsequent semester.

This provision shall sunset effective August 31, 2025.

Section 11 – Student Advising Pay Rates:

Faculty acting as Registration Advisors will be compensated for advising outside of the contractual instructional and non-instructional days at the rate of \$37 per hour for the academic years 2022-2023, 2023-2024, and 2024-2025.

Section 12 – Gemini Faculty Liaison Compensation:

Points for Gemini Faculty Liaisons will be paid at 1/30 the Overload rate. Points for the Gemini Liaison Program shall be assigned as follows:

<u>Gemini Liaison Activity</u>	<u>Points</u>
Creation of Course Philosophy Document	3 Points
Instructor Application Review	1 Point
Gemini Course Review	2 Points (plus mileage pursuant to FLCC Travel Manual)
Organized Professional Development Workshop(s) for Gemini Program	1 Point for every hour spent attending organized Gemini workshop

This section will sunset effective August 31, 2025.

ARTICLE IX **DEPARTMENT CHAIRPERSONS, PROGRAM COORDINATORS AND DISCIPLINE COORDINATORS**

Section 1 – Department Chairpersons:

- A. Department Chairpersons will be members of the bargaining unit; they are appointed to administer an area of the college designated as a department. The appointment of a Department Chairperson will be made via nomination of a candidate by the department to the Provost for consideration. The Provost will make a recommendation of a final candidate, with final decision and appointment made by the President.
- B. The term of appointment will generally be three-year terms at the discretion of the President to be effective June 15th. Notification of re-appointment of existing Chairpersons will be made no later than May 1st. A yearly evaluation of Department Chairpersons by Administration and department members will be conducted under the

President's direction. A Department Chairperson may be removed for failure to receive satisfactory evaluations or by a majority vote of the department's full-time faculty, at the discretion of the President.

- C. Department Chairpersons will perform their duties during the academic year and an additional thirty (30) days, or sixty (60) days for Nursing, as follows:
- (1) five (5) days immediately preceding the start of each semester
 - (2) five (5) days immediately following the spring semester
 - (3) fifteen (15) days, or forty-five (45) days for Nursing, during intersession and/or summer session, no more than five (5), or fifteen (15) for Nursing, during intersession. Appropriate days of work will include January and summer departmental registration days, additional days will be arranged with the Associate Vice President for Instruction prior to June 1st.
- D. The job description of Department Chairpersons, Program Coordinators and Discipline Coordinators shall be established by the Provost and approved by the Board of Trustees.

Section 2 – Department Chairperson Compensation:

- A. Department Chairpersons will be compensated for the performance of the duties of Section 1, Paragraph D during the academic year by a reduction of teaching assignment to no fewer than 6 (six) hours per academic year. Release time will be approved on an annual basis using a Department Chairperson ranking system mutually agreed upon by the Union and the College. Compensation for the additional thirty (30) days will be days worked times annual base salary divided by 208.
- B. The Nursing Department Chairpersons will be compensated for the performance of the duties of Section 1, Paragraph D, during the academic year by a reduction of teaching assignment to no more than two (2) hours per academic year. Compensation for the additional sixty (60) days will be days worked, multiplied by annual base salary, divided by 208, starting June 1, 2022.
- C. Program and Discipline Coordinators will be compensated according to established guidelines for the performance of the duties identified in Section 1, Paragraph D of this Article during the academic year by either a stipend paid at the overload rate specified by this agreement or release time.

ARTICLE X **MISCELLANEOUS**

Section 1 – Union Meetings:

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

Section 2 – Copies of Agreement:

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

Section 3 – Independent Study / Tutorial:

An Independent Study is a one-to-one teaching/learning experience involving one student and a faculty member. There are two types of Independent Study:

1. Guided Study (Tutorial) – Provides a single student the opportunity to take a course in the established College curriculum independently but under the guidance of a single faculty member. A guided study is not intended to supplant an established course. A Guided Study is transcribed with the existing course name and number and with a 65 section number.
2. Advance Study – Provides a very able and highly motivated student the opportunity to explore a topic of study in a greater breadth and depth than would be possible in an established College course or in a course not offered at the College. An Advanced Study is transcribed with the special topics number (e.g. 199 or 299) and with a 65 section number.

When an Independent Study / Tutorial program is approved by the Provost, the teaching faculty member shall be compensated at a rate equal to one contact hour per student enrolled in the Independent Study up to a maximum of two contact hours regardless of the number of students enrolled beyond two in the course being taught.

Section 4 – Direct Deposit:

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

Section 5 – Emergency Closing:

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

Section 6 – Tuition Waiver:

- A. All members of the faculty shall be permitted to register for and attend, tuition free, any credit or non-credit course offered by the College provided space exists and provided that such attendance in no way interferes with their official duties.
- B. During the term of this agreement, the dependent children and/or spouses of all unit members will be provided a tuition waiver upon enrollment as full or part-time students.
- C. Only available class space is to be used for this program, and it is understood and agreed that no new sections shall be created, and no staff shall be added to comply with the employer's obligations under this section.

Section 7 – Travel Reimbursement:

Teaching faculty members who teach at campus centers shall be reimbursed for travel between campus centers and the Hopewell campus, as defined in the travel policies and procedures in the Financial Administration Policy Manual. Travel reimbursement shall be submitted at the end of each semester (Fall, Spring) to the Provost for processing.

Section 8 – Field Trips:

- A. Written requests for student field trips, on forms to be supplied by the College, shall be submitted to the Department Chairperson in advance for approval. Any trip involving the expenditure of funds must be approved in advance by the Provost.
- B. No teaching faculty member shall be required to use their personal vehicle for a field trip. However, a teaching faculty member who voluntarily uses their personal vehicle when no appropriate college vehicle is available will be reimbursed on a per mile basis at the current rate, as established by the College. Personal vehicles will not be used for field trips without the prior permission of the Provost.
- C. Existing liability insurance policies, or their substantial equivalent, presently maintained by the College shall remain in effect during the term of this agreement.

Section 9 – Online Course Offerings:

- A. For purposes of this agreement, an online course shall be defined as the offering of any credit course in a completely asynchronous format through the College's learning management system or as part of SUNY Online. The Parties to this agreement recognize and acknowledge that the responsibility and authority for establishing the criteria for and the process by which online courses are planned, developed, scheduled, conducted and revised as well as additional professional development rests solely with the Provost, who may delegate such tasks as appropriate.
 - 1. Members of the faculty shall be given first preference in teaching online courses for which they are qualified in subject matter and have received training for online delivery and related technologies.

2. No unit member shall be required to teach an online course.
3. Faculty who teach an online course will be permitted to teach said course at least twice before another faculty member is selected to teach the same course, provided that the faculty member who taught the course initially desires to teach the course and is able to do so. In the case where two or more faculty have developed the same course, the decision on who will teach in subsequent semesters will be made by the Provost.
4. During the semester in which an online course is developed, faculty will be compensated in the form of a cash payment at the overload rate. Cash stipends for course development will be paid over the pay periods during the semester or session in which the course is developed.
 - a. Compensation for the development of online courses will be equal to the number of contact hours of the course being developed.
 - b. Such compensation shall apply only when the faculty member is developing a completely asynchronous course for the first time or when the faculty member is substantially revising an online course which has already been presented in a completely asynchronous format. The determination as to whether an existing online course is in need of substantial revision shall be made by the Provost in consultation with the Associate Vice President of Academic Technology and High Impact Practices, appropriate Department Chair, and appropriate faculty member. The determination shall be made prior to the assignment of the course to that faculty member.
 - c. Final assignment of online courses to faculty is made at the discretion of the Provost, in consultation with the appropriate department chairs, in keeping with the provisions of this agreement.
5. If an online course is cancelled the first time it is offered, the faculty member who has been paid for the course development will commit to offering the course for each of the next three semesters or until the course has enough students to run, whichever comes first.
6. Enrollments in online learning courses shall not exceed the usual and customary numbers of students enrolled in similar courses taught in a traditional classroom setting on the College campus.
7. The faculty member who develops the online course will retain the copyrights to the outline, assignments, discussion questions, lecture notes, and other course materials, which items shall become the intellectual property of the faculty member. In recognition of the financial assistance provided by the College for the development of the online course, the College shall have a royalty-free, unrestricted license, in perpetuity, which shall entitle the College to use, edit, and update said materials at no cost to the College. The College, however, may not sell said materials to a third party without the written consent of the faculty member. The faculty member shall hold the College and the county harmless for any claims of infringement by the faculty member in the development of the course, and the College and county shall make a good faith effort to assist the faculty

- member, as owner of the copyright to the course, in protecting that copyright against infringement by others.
8. The College agrees to provide faculty with the following support in the development and presentation of online courses:
 - a. The College will provide appropriate hardware and software to the faculty member during the development and presentation of online courses as needed by the individual.
 - b. The College will ensure that opportunities for appropriate training are available for faculty members which are necessary for online course delivery.
 - B. This agreement shall apply to online courses only and shall not be construed as setting a precedent for any other area of the academic program.

Section 10 – Synchronous Course Offerings:

- A. For the purposes of this agreement, a Synchronous Course shall be defined as a course which is taught to more than one campus center synchronously by an individual faculty member. The Parties to this agreement recognize and acknowledge that the responsibility and authority for establishing the criteria for and process by which courses are selected to be offered synchronously rests solely with Provost, who may delegate such tasks as is appropriate.
 1. No faculty member shall be required to teach a Synchronous Course.
 2. Faculty who teach Synchronous Courses will be permitted to teach said course at least twice before another faculty member is selected to teach the same course, providing the faculty member desires to teach the course a second time and is able to do so.
 3. The College agrees to provide faculty with the following support in the development and presentation of Synchronous Course offerings:
 - a. The College will provide appropriate hardware and software to the faculty member during the development and presentation of the Synchronous Course.
 - b. The College will provide appropriate support to the faculty member during the presentation of the Synchronous course. This may include, but is not limited to: technical support during the meeting time of the course; support for distributing, collecting, and returning assignments in the course; and support for making announcements to students in the event that the technology is not working appropriately.
 - c. The college will ensure that opportunities for appropriate training are available.
 4. During the semester in which a Synchronous Course offering is being developed, faculty will be compensated in the form of a cash payment at the overload rate. Cash

stipends for course development will be paid over the pay periods during the semester or session in which the course is developed.

- a. Compensation for the necessary development of a Synchronous course will be equal to one contact hour.
 - b. Such compensation shall apply only when the faculty member is developing a course which will be taught synchronously for the first time. This clause applies to the faculty-course pair and does not imply that other faculty will not be compensated for offering the same course as a Synchronous Course offering in the future, nor that a faculty member who has taught a Synchronous Course will not be compensated for developing additional, different courses to be taught as Synchronous Course offerings.
 - c. Final assignment for developing Synchronous Course offerings is made at the discretion of the Provost, in consultation with the appropriate Department Chair in keeping with the provisions of this agreement.
5. Enrollments in synchronous courses shall not exceed the usual and customary numbers of students enrolled in similar courses taught in a traditional classroom setting on the College campus.
- B. This agreement shall apply to Synchronous Course activities only and shall not be construed as setting a precedent for any other area of the academic program.

Section 11 – HyFlex Course Offerings:

- A. For the purposes of this agreement, a Hybrid-Flexible or HyFlex course shall be defined as a course which is taught live in a HyFlex classroom, synchronously delivered to the internet, and also recorded for future use by students enrolled in the course, in accordance with applicable College policies. The College shall not use the recording of the HyFlex course without the written consent of the faculty member teaching the course. The Parties to this agreement recognize and acknowledge that the responsibility and authority for establishing the criteria for and process by which courses are selected to be offered as a HyFlex course rests solely with Provost, who may delegate such tasks as is appropriate.
1. No faculty member shall be required to teach a HyFlex course.
 2. The College agrees to provide faculty with the following support in the development and presentation of HyFlex Course offerings:
 - a. The College will provide appropriate hardware and software to the faculty member during the development and presentation of the HyFlex Course.
 - b. The College will provide appropriate support to the faculty member during the presentation of the HyFlex course. This may include, but is not limited to: technical support during the meeting time of the course; support for the distributing, collecting, and returning assignments in the course; and support

for making announcements to students in the event that the technology is not working appropriately.

- c. The college will ensure that opportunities for appropriate training are available.
 3. During the semester in which faculty complete training in HyFlex course delivery, faculty will be compensated in the form of a cash payment at the overload rate equal to one contact hour. Cash stipends for training will be paid over the pay periods during the semester or session in which the training is completed.
 4. During the semester in which a faculty member is teaching a course in the HyFlex modality for the first time, the faculty member will be compensated for one additional contact hour.
 5. Enrollments in HyFlex courses shall not exceed the usual and customary numbers of students enrolled in similar courses taught in a traditional classroom setting on the College campus.
- B. This agreement shall apply to HyFlex Course activities only and shall not be construed as setting a precedent for any other area of the academic program.

Section 12 – Resignation and Retirement Notification:

Members resigning from their positions shall give notice in writing to the College, at least thirty days prior to the end of the term or semester. Members retiring from their positions shall give notice in writing by September 30th of the academic year during which the member plans to retire.

Section 13 – Union Release Time:

The Alliance Chair shall have a normal workload of 3 hours less, per semester, than the normal teaching load for their subject area. The Faculty Alliance Leadership team will have a total of nine (9) hours of release time per semester to distribute among the leadership positions.

Section 14 – Secondary Discipline:

The parties agree that the Provost shall determine whether members shall be extended a secondary competency in any discipline. All secondary competency appointments must meet Middle States Commission on Higher Education standards for faculty appointment. The faculty member's qualifications shall be consistent with other members of the academic department and will be reviewed on a routine basis.

Section 15 – Grading Deadline:

Final grades shall be submitted to the registrar within seven (7) calendar days from the end of the semester or intersession. If the seventh (7th) day falls on a day the college is closed, grades will be due by noon the next day the college is open.

ARTICLE XI **PROFESSIONAL IMPROVEMENT**

Section 1 – Professional Improvement Activities:

An employee desiring to attend a conference, workshop, institute, seminar or professional meeting shall submit a request to their Department Chairperson explaining the nature, time, place and anticipated expense of the scheduled event. Such requests shall be forwarded from the Department Chairperson with their recommendations to the Provost whose approval or disapproval shall be final and not subject to any grievance or arbitration provision.

Teaching faculty members shall suffer no reduction in salary when attending conferences, workshops, institutes, seminars, and professional meetings. The College agrees to pay the reasonable expenses of the teaching faculty members who have approval to attend such activities, which expenses are expected to conform closely to the anticipated expense set forth in the written request and subject to the College's travel policies and procedures.

Section 2 – Professional Development Fund:

There shall be a professional development fund in the amount of \$29,972 for the 2022-2023 academic year, \$31,620 for the 2023-2024 academic year, and \$33,201 for the 2024-2025 academic year. This fund may also be used for tuition reimbursement of up to 75% for approved credit bearing courses, etc., in accordance with the procedures established by the Faculty Development Committee and Provost.

ARTICLE XII **DISCIPLINE POLICY**

Unit members with tenure shall be subject to disciplinary action only for incompetence, repeated and serious neglect of duty, insubordination, misconduct, or conviction of a felony.

However, it is mutually understood that some offenses, violations and/or acts of misconduct are so serious that the College's response must not be limited to the progressive discipline procedure. In such cases, more severe disciplinary action, including suspension with or without pay and/or termination, may be warranted for a first offense. The measures listed below are presented to identify and explain the preliminary means to address unsatisfactory work performance and unacceptable conduct as well as to identify avenues for remediation or review of such action.

This article in its entirety is not subject to the grievance or arbitration procedures outlined in this contract (Article XXI – The Grievance Procedure).

Section 1 – Progressive Discipline:

The following procedures shall apply for all unit members who have attained tenure in their faculty position. The Parties to this agreement recognize the importance of counseling and the principle of corrective/progressive discipline.

The primary goal of the College in implementing the following measures is corrective and not merely punitive. The College will make a good faith attempt to clearly convey to the unit member that their performance needs to show substantial improvement in order to retain their position with the College.

A. Verbal / Written Counseling:

Generally, as the initial step in dealing with a performance deficiency, the immediate supervisor will attempt to resolve the matter informally through counseling with the unit member in a private meeting during which time the unit member's job performance and/or conduct is discussed, as well as identifying the College's expectations for avoiding future occurrences

If some progress is seen, this step may be repeated. It is not necessary to document the initial verbal counseling session with a memo to the personnel file. However, a brief statement confirming the subject matter discussed and the agreed-upon course of action to correct the problem can be noted in a short memo to the unit member.

If the unit member does not respond to the verbal counseling and the unsatisfactory work performance or unacceptable conduct initially discussed continues, the immediate supervisor may conduct another meeting with the unit member to review the performance or conduct at issue and to inform the unit member of the necessary actions to prevent further occurrences. The unit member has the right to representation at the meeting by a Labor Relations representative of the Union. The unit member will be presented with a written memorandum documenting the unsatisfactory work performance or unacceptable conduct and notifying the unit member that future occurrences may be subject to disciplinary action, up to and including, termination.

The unit member will acknowledge receipt of the memorandum by signing the document. A copy of the memorandum will be placed in the unit member's personnel file. The written counseling may be rebutted within fifteen (15) working days upon receipt of the written counseling memorandum by the unit member. Written rebuttals, if any, will be filed in the personnel file and affixed to the written counseling memorandum.

The Disciplinary Procedures, including the Peer Review Panel that will be followed prior to the implementation of these levels of disciplinary action are found in Section 2 of this Article. All documentation related to these disciplinary procedures becomes a record in the teaching faculty member's personnel file.

B. Written Reprimand:

If the unit member does not respond to counseling (the unsatisfactory work performance or unacceptable conduct discussed in counseling continues) the unit member will be informed, in writing by the appropriate administrator that they have failed to remediate their work behavior to an acceptable degree. The appropriate administrator will conduct a meeting with the unit member to inform them of the necessary actions to prevent future occurrences. The unit member has the right to representation at the meeting by a representative of the Union.

The unit member shall be presented with a written Notice of Discipline – Written Reprimand that includes:

1. A statement about the past, reviewing the unit member's history with respect to the problem;
2. A statement about the present, describing the who, what, when, etc., of the current situation, including any explanation the unit member has provided;
3. A statement about the future, describing expectations and the potential consequences of continued failure to improve their job performance or conduct, including further disciplinary action.

The unit member will acknowledge receipt of the Notice of Discipline – Written Reprimand by signing the document and a copy will be placed in the unit member's personnel file. The written reprimand is not subject to the Peer Review Appeal procedure but may be rebutted within fifteen (15) working days from the date of receipt by the unit member. Such rebuttal, if any, is placed in the employee's personnel file and affixed to the written reprimand.

The unit member may appeal the written reprimand by submitting their rebuttal to the President within fifteen (15) working days and requesting a review of the Notice of Discipline – Written Reprimand. The President will review the rebuttal and respond to the unit member and the Union within fifteen (15) days.

If necessary, this step may be repeated with stronger consequence statements of further disciplinary action, up to and including termination.

C. Suspension Without Pay:

If the unit member does not respond to the written reprimand (the unsatisfactory work performance or unacceptable conduct outlined in the Notice of Discipline – Written Reprimand continues) the Provost may propose disciplinary action for a time period not to exceed one (1) academic year. The unit member against whom disciplinary action is proposed shall receive a written notice thereof and the reasons therefore signed by the Provost and shall be allowed fifteen (15) working days to answer the same in writing. The Provost will review the unit member's responding statement and make a final recommendation for disciplinary action to the President of the College within fifteen (15) working days. A copy

of the Provost's recommendation for disciplinary action will be sent to the unit member and to the Alliance Chair.

The President of the College will respond to the recommendation for disciplinary action of the Provost within fifteen (15) working days of receipt of the Provost's Notice, unless they are notified by the Union that the faculty member has requested a review of the Disciplinary Action of the Peer Review Panel. Suspensions without pay are subject to the contractual Disciplinary Procedures in Section 2 of this Article, including the Peer Review Panel Process, and an appeal before the Board of Trustees. All documentation of suspensions without pay, and any rebuttal from the unit member presented within fifteen (15) working days of the conclusion of the suspension meeting, is filed in the unit member's personnel file.

The President of the College will respond to the recommendation for disciplinary action of the Provost within fifteen (15) working days of receipt of the Peer Review Panel's recommendation via a Notice of Discipline directed to the unit member notifying them of such suspension from work and specifying the dates of suspension with a copy to the Alliance Chair.

D. Termination:

In instances of incompetence, repeated and serious neglect of duty, insubordination, misconduct, or conviction of a felony the Provost may recommend the discharge of a unit member from their employment with the College. The Provost / designee will conduct a meeting with the unit member to review the performance deficiencies or misconduct at issue. The unit member has the right to representation at the meeting by a representative of the Union. The Provost will present a written memorandum at such meeting documenting the unsatisfactory work performance or unacceptable conduct and the proposed date of the termination. The unit member shall be allowed no less than fifteen (15) working days to answer the same in writing. The Provost will review the unit member's responding statement and make a final recommendation for termination to the President of the College within fifteen (15) working days. A copy of the Provost's recommendation for disciplinary action will be sent to the unit member and to the Alliance Chair.

Section 2 – Procedures for Disciplinary Levels of Action:

A. Peer Review Panel:

The Peer Review Panel Process will take place prior to the President of the College responding to the final recommendation of the Provost for the College's suspension and/or termination of a unit member. This process may be requested by the unit member by notifying the Human Resources Officer and the Alliance Chair, in writing, within fifteen (15) working days of receipt of the Provost's final recommendation for their suspension without pay, and/or termination of employment. By requesting the Peer Review process, the unit member authorizes the Peer Review Panel to review the unit member's personnel file. The Peer Review Panel shall be a standing committee comprised of unit members collaboratively developed by the Union and the College and approved by the Union. The membership of the Peer Review Panel will be selected from the unit members of the faculty at large, and will not

include members of the Faculty Alliance Leadership or Labor Relations Committee. By accepting an appointment to the Peer Review Panel, unit members accept the responsibility to maintain confidentiality as they review and discuss colleague's personnel information.

The Peer Review Panel will have fifteen (15) working days to review the College's charges against the unit member and the supporting documentation from the unit member's personnel file and schedule any interviews of relevant parties it deems appropriate to clarify the Panel's understanding of the charges and the appropriateness of the proposed disciplinary action. The interviews conducted by the Peer Review Panel shall be conducted in private session.

The President of the College will meet with the Peer Review Panel to discuss its findings with respect to whether the proposed disciplinary action against the faculty member is warranted.

B. Decision by President:

The President of the College will then render a decision in writing to the unit member and the Alliance Chair regarding the proposed disciplinary action recommended by the Provost within fifteen (15) working days of the meeting with the Peer Review Panel. The decision of the President shall be subject to appeal before the Board of Trustees.

C. Appeal Before The Board of Trustees:

Any unit member aggrieved by the President's decision may appeal to the Board of Trustees provided that the request for appeal, stating the reasons why the President's decision should not be upheld, is filed with the Board, in writing, within fifteen (15) working days following receipt of the President's decision. The unit member's appeal may include a request by the unit member to appear before the Board of Trustees. If the appeal includes a request to appear before the Board of Trustees, the Board or its duly authorized representative shall schedule a meeting with the unit member within 15 working days after the receipt of the appeal. The unit member or their representative may present the unit member's appeal to the Board of Trustees. The date, time, location and rules for conducting the meeting will be sent to the unit member and the Union. In any review of the President's decision, the Board shall base its decision on the documentary evidence provided to or obtained by the Peer Review Panel, and any follow-up findings of the Panel made at the request of the President.

The decision of the Board of Trustees shall be final and will be provided to the unit member within ten (10) working days.

D. Suspension Pending Determination:

If the President deems it to be in the best interest of the College, a faculty member upon whom disciplinary charges have been served may be suspended by the President, with or without salary, pending final action upon such charges. If a faculty member so suspended without salary is subsequently reinstated to their position and no disciplinary action is taken, the faculty member shall be paid their back pay for the salary they would have received

during the period of suspension.

E. Failure to Request a Peer Review:

If the faculty member served with a Notice of Discipline fails to request a review by the Peer Review Panel, the President may, after receiving the recommendation of the Provost take such action, if any, as deemed advisable.

ARTICLE XIII
PERSONNEL FILE

The College shall maintain one official Personnel File for each faculty member. The official personnel file shall constitute the only verified and reliable compilation of all documents accumulated during the faculty member's employment with the College for the purposes of evaluation, reappointment of probationary faculty, tenure/continuing appointment and discipline or dismissal.

Section 1 – Contents of File:

The official personnel file shall be located in the Human Resources Office and shall contain, among other things, the following items:

- A. Personnel information;
- B. Copies of all formal evaluations of the faculty member made pursuant to this Agreement;
- C. Memoranda of discussions between the employee and their tenure team and/or the Associate Vice President and/or the Provost relating to evaluations of the employee's professional performance;
- D. Business records generated by the College (e.g.: sick leave data, payroll information, etc.);
- E. Promotion packet if unit member is successfully promoted.

Section 2 – Right to Review File

Faculty members shall have the right to examine the contents of their personnel file (except pre-employment and reference material) upon filing a written request for review with the Chief Human Resources Officer or their designee. Access for review of the personnel file shall be made available to the faculty member and/or the faculty member's representative, no later than the fifth (5th) working day after the receipt of the request, during normal office hours. Copies of materials

shall be made by the College and furnished to the faculty member or the faculty member's representative upon the faculty member's request.

Section 3 – Allegations of Misconduct and/or Incompetence Material:

Only the Associate Vice President of Instruction and/or the Provost may place allegations of misconduct and/or incompetence in the personnel file of a faculty member.

- A. Such material must be added to the file within one (1) month of when the Associate Vice President of Instruction or the Provost knew or should have known of the existence of such information. No material will be placed in the personnel file until the faculty member has been given the opportunity to read the contents. The faculty member shall have the right to submit any comments or rebuttal that they may desire, which response shall be appended to the material in question.
- B. Each document shall be initialed by the faculty member before being placed in their file as evidence of having read said document. Should the faculty member refuse to initial the document, that refusal shall be noted by the Chief Human Resources Officer and witnessed by the Labor Relations Representative of Union. The Human Resources Department will also send the faculty member a copy of the initialed document.
- C. All such documents shall be stamp-dated by the Human Resources Department when received.
- D. The Human Resources Office will notify a faculty member within five (5) business days when any material is included in their Official Personnel File and will provide the faculty member a copy thereof.
- E. The faculty member may petition the Provost to have material alleging misconduct or incompetence removed after a term of three (3) years from the date the material was placed in the file. The Provost will make a recommendation to the President, who will inform the petitioning employee of the College's decision. The decision of the President is final and not subject to the grievance procedure. The faculty member may petition the Provost again after three years if the College's declines the petition.

ARTICLE XIV
SICK LEAVE

Section 1 – Days Per Year:

Teaching Faculty members shall be allowed up to seventy-five (75) sick hours per academic year accumulative to a maximum of one thousand three hundred fifty (1,350) hours. Twenty-two and one-half (22.5) sick hour per year may be used for personal hours to conduct personal business. Of the twenty-two and one-half (22.5) sick hours that may be converted to personal hours each year, twenty-two and one half (22.5) hours may be carried over to the following year, up to a maximum accumulation of forty five (45) hours of personal leave per year.

Section 2 – Credited:

This leave will be credited and accumulated at the rate of seven and one-half (7.5) hours per calendar month beginning September 1 of each calendar year. Newly hired teaching faculty members shall be credited their first year's sick leave hours at the beginning of the academic year. These leave hours are earned, however, on a monthly basis; i.e., seven and one-half (7.5) hours per month. If a teaching faculty member terminates their employment before the end of the academic year, they shall reimburse the College for leave hours that were utilized but unearned.

Section 3 – Definition of Sickness:

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

Section 4 – Physician's Statement:

The College may require the employee to provide an FMLA medical certification when the employee is away from work due to incapacity according to the FMLA definition of incapacity (three [3] full work days). The College must notify the employee each time a certification is required.

When the Administration believes that sick leave days are being utilized for unauthorized purposes, it may require a teaching faculty member, as a condition of payment, to submit a statement from their physician certifying the nature of the illness. When continuous sick leave exceeds five (5) school days, the teaching faculty member may be required to submit a physician's statement indicating the probable period of disability so the College can make arrangements for providing substitutes. Where continuous sick leave exceeds thirty (30) calendar days, the teaching faculty member may be required to submit to physical examinations at reasonable times by a physician selected and paid by the Employer.

Section 5 – Extended Sick Leave:

If a faculty member is out on sick leave for more than two weeks, that faculty member will only be paid their base salary for their position, for the remaining duration of the sick leave.

Section 6 – Excess Sick Leave:

Any teaching faculty member who has been absent from work due to sickness in excess of their available sick leave, including sick leave bank award, shall immediately apply for a Leave of Absence without pay under Article XIX of this agreement.

Section 7 – Charging Sick Leave:

Any amount of time taken as sick leave shall be charged in one-hour increments corresponding to missed work commitments.

Section 8 – No Pay in Lieu of Sick Leave, Exceptions:

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

- i. Pre- September 1, 1992 Sick Days: A teaching faculty member who leaves the service of the employer after ten years' service or more shall be paid sixty percent of the amount of their final day's salary as of August 31, 1992 times the number of days of unused sick leave, as of August 31, 1992, to be paid with the final payroll for that member. Final day's salary shall be determined by dividing final base salary as of August 31, 1992 by 180. The sick days accumulated as of August 31, 1992, will be frozen, and each member will be viewed as starting over with regard to sections one and two of this article. A teaching faculty member may, however, use such frozen days as sick days, in accordance with this article. Any days used from the frozen number of August 31, 1992, shall cause an equivalent reduction in the final calculation of total days and may not be replaced with future days earned.
- ii. September 1, 1992- August 31, 2007 Sick Days: Commencing September 1, 2007, faculty members with five years or more of service shall be compensated upon separation at a rate of \$ 18.06 per day for each accrued sick day as of September 1, 2007, where a "day" shall be defined as seven and one-half (7.5) hours. Any days used thereafter from the September 1, 2007 accumulation by any member shall not be compensated under this section.

Section 9 – Notice of Anticipated Disability:

Teaching faculty members who anticipate or discover a need to be away from work for three (3) or more days due to illness or disability shall notify the Provost as soon as possible.

Section 10 – Sick Leave Bank:

A sick day bank will be established for the members of the Union.

Membership in the sick day bank will be voluntary. Those electing to participate in the sick day bank will contribute one day (7.5 hours) from their sick leave accumulation. Union members shall have the opportunity to elect to participate in the sick day bank no later than October 1 of each year or within 30 days of employment if hired after the beginning of the school year. Only such members will be eligible to use days from the bank.

The sick day bank may only be used for disabilities or illnesses that are not job related. Medical reports by the member's physician may be required as a condition for use of the bank. Other than new enrollees, no new hours will be added to the bank until it has been depleted to three hundred

300 hours or less. When the bank has been so depleted, all members of the sick day bank will be automatically assessed one day which will be added to the bank. This process will be repeated at any future time the bank is again depleted to 300 hours.

A person withdrawing from the bank will not be able to withdraw their contributed hour (or hours). Eligibility for award from the sick day bank requires the employee to be legitimately ill for a minimum of 5 consecutive workdays, and to have completely exhausted all of their own accrued sick leave time, exclusive of frozen sick hours. Awards will be granted up to a maximum of four hundred fifty (450) hours. Extension of the 450 hour maximum is possible up to a maximum of nine hundred (900) total hours, subject to the approval of the sick-day-bank committee. A teaching faculty member who has used 900 hours from the bank must be back to work for 8 work weeks before a further application will be considered.

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

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

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

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

ARTICLE XV

JURY DUTY, MILITARY LEAVE AND CHILD REARING LEAVE

Section 1 – Jury Duty:

A teaching faculty member selected for Jury Duty or subpoenaed for a court proceeding to which they are not a party shall receive paid leave while attendance is required by the court on a regularly scheduled work day. Teaching faculty members on such leave will remit to the College all remuneration received for jury duty, with the exception of money paid for the reimbursement of

travel and parking. Teaching faculty members requesting payment for jury duty must notify their Department Chairperson and the Provost immediately upon receipt of a subpoena for jury duty.

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

Section 2 – Military Duty:

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

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

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

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

Section 3 – Child Rearing Leave:

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

ARTICLE XVI **BEREAVEMENT LEAVE**

In the event of death of one of the following members of a teaching faculty member's family: parents (including foster or step), spouse, children (including foster or step), brother or sister (including foster or step), mother-in-law, father-in-law or any other relative or household member residing in the teaching faculty member's home, the teaching faculty member shall be granted thirty (30) paid leave hours. In the event of the death of one of the following members of an employee's family: grandparent, grandchild, brother or sister-in-law, son or daughter-in-law, the employee shall be granted twenty two and one-half (22.5) paid leave hours.

ARTICLE XVII **SABBATICAL LEAVE**

Section 1 – In General:

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

Section 2 – Eligibility:

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

Section 3 – Forms Required:

An eligible faculty member who desires a sabbatical leave shall submit to the Provost and to the Sabbatical Committee of the Union a written request (on forms to be supplied by the Employer) no later than March 1 of the academic year preceding the academic year in which the leave is to commence.

Section 4 – Decision of the Board:

After a meeting between the Provost and the Sabbatical Committee of the Union each shall submit all applications which have been received listed in order of preference to the College President no later than fifteen (15) days after the final application dates listed in Section 3 above. The President shall forward a maximum of three (3) applications per calendar year which they deem meritorious to the Board of Trustees with their recommendations. The decision of the Board regarding the granting or denial of any such leave shall be given to applicants reviewed by the Board no later than June 1 following a March 1 application. The decision of the Board shall be final, and no grant or denial of a leave under this Article shall be subject to the grievance or arbitration procedure.

Section 5 – Reporting:

At the midway point during the sabbatical leave period, unless prior arrangements have been made with the Provost, and again within the three (3) months following the completion of the sabbatical leave, the teaching faculty member shall submit to the Provost a detailed report of their progress and accomplishments. These reports should follow the outline attached hereto as Schedule B.

Section 6 – Compensation During Sabbatical:

Sabbatical leave shall be compensated at the rate of one (1) semester at full pay or one (1) academic year at half-pay. A teaching faculty member on sabbatical leave may enter into

employment or contract their services only upon the approval of the President. In any such case, or in the case of any other income provided from an outside source which may be used for the personal benefit of the teaching faculty member, the compensation provided by the college shall be decreased by such amounts. However, where less than full pay is provided by the Employer no such decrease shall be invoked until such additional income combined with the amount paid by the Employer exceeds the teaching faculty member's full normal compensation for the period during which the leave is taken. While on sabbatical leave, a teaching faculty member shall be entitled to all insurance and retirement benefits and shall accrue sick leave, but shall not be entitled to utilize or accrue other paid leave.

Section 7 – Agreement Required:

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

Section 8 – Additional Sabbaticals:

A teaching faculty member who has taken a sabbatical leave shall become eligible to receive another such leave only after having completed six (6) years of continuous full-time service from the date of return from their last sabbatical leave. Application for additional sabbaticals may be made no earlier than the employee's sixth year after return from a prior sabbatical.

ARTICLE XVIII **LEAVE OF ABSENCE WITHOUT PAY**

Section 1 – Procedure:

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

Section 2 – Not Time Worked:

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

Section 3 – Extension:

If a teaching faculty member wishes to extend their leave of absence they must reapply as defined in Section 1. The failure of a teaching faculty member to return to work on the date approved when the leave was granted shall result in termination of employment as of that date.

Section 4 – Pay Upon Return:

When a teaching faculty member returns from leave of absence without pay they shall be compensated at the rate they would have received had they not taken a leave.

ARTICLE XIX **FRINGE BENEFITS**

Section 1 – Health Insurance:

COVERAGE: The College shall exit FLASHP and replace the plans with the same benefits under FLASHP by Excellus listed below. The College shall make available to each unit member covered by this agreement either single, sponsor, or family coverage offered by Excellus under one of the following plans, in effect at the date of execution of this agreement:

A. Effective July 1, 2022:

1. Blue Point Option, \$15 Co-pay including the three-tier prescription plan (\$5, \$20, \$35). Unit members shall contribute the difference between the employer contribution to Healthy Blue \$25/\$40 and the plan cost of Blue Point 3 \$15.
2. HealthyBlue CoPay \$25: Co-pay including the three-tier prescription plan (\$5, \$25, \$50). Unit members shall contribute the difference between the employer contribution to HealthyBlue Copay \$40 and the plan cost of HealthyBlue Copay \$25 Option.
3. HealthyBlue Copay \$40: Co-pay including the three-tier prescription plan (\$5, \$35, \$70). The employer contribution rate for HealthyBlue Copay \$40 shall be 90%.
4. Beginning in the first full payroll period after 9/1/22, a \$450 annual cash allowance shall begin to be paid on a biweekly basis to unit members participating in the college's health insurance program.

- B. New coverage shall become effective on the first premium payment date following the date of employment providing the unit member has completed the required application forms.
- C. If a unit member is covered by a family or two-person policy in their spouse's name and the spouse has no premium costs, the College is not required to provide a health insurance policy. If there is a cost to the spouse, the member is entitled to a single plan in accordance with all the terms of this Article or to a taxable benefit of 50% of the premium costs for the least expensive single contract in effect at that time. This does not include a spouse who is an employee of the College.
- D. A unit member who is on an unpaid leave of absence or has exhausted paid leave but whose employment has not been terminated shall be eligible for the above coverage only if they contributes the full cost thereof to the College Human Resources Office. In addition, any unit member who is covered by this agreement who retires shall be eligible to continue the above coverage by remitting the full cost of the health plan to the College Human Resources Office each month.

Section 2 – Dental Insurance:

The employers shall provide single dental coverage, without charge, to each member, who shall have the option to purchase family coverage through payroll deduction, in each year of the contract. The parties understand and agree the employers shall in good faith attempt to provide dental benefits comparable to Blue Shield SmileSaver I.

Section 3 – Life Insurance:

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

Section 4 – Disability Insurance:

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

Section 5 – Flexible Spending Account:

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

Section 6 – Health Insurance Review Committee:

The Parties agree to establish a review committee for the purpose of investigating alternatives to the health insurance plan(s) provided in this Agreement. The committee shall consist of union and College representatives and shall meet at mutually agreeable times, at least quarterly. Any change in the health insurance provided by this contract must be approved by the union membership, the Finger Lakes Community College Board of Trustees, and the Board of Supervisors of Ontario County, and implementation of a new health insurance program as provided above, shall only take place by mutual agreement of the Faculty Alliance and the Employers. In support of this effort, the College shall update faculty at meetings of the Health Insurance Review Committee, or upon request by the Faculty Alliance President, with information concerning available insurance plans and topics discussed at consortium meetings, so that the parties may have an informed discussion on health insurance alternatives.

Section 7 – Wellness Programs:

The parties agree to jointly, through a wellness committee created for the purpose, attempt in good faith to develop regular, consistent and effective wellness programs for employees, such as, but not limited to, biometric screening, physical fitness programs, lunch and learn programs, and smoking cessation.

ARTICLE XX **THE GRIEVANCE PROCEDURE**

Section 1 – Policy:

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

Section 2 – Definitions:

- 2.1 A grievance is any claimed violation, misinterpretation or inequitable application of any of the terms and conditions of this agreement except those terms and conditions specified in Articles VI (Probationary, Tenure, and Post-Tenure Review) and XIII (Discipline) of this agreement, or except as otherwise provided herein.
- 2.2 An aggrieved party shall mean any teaching faculty member or group of teaching faculty members who file a grievance.

- 2.3 The term days shall mean all days during which the College is open for business, whether classes are scheduled or not.
- 2.4 An informal presentation shall mean an oral statement by the teaching faculty member of their grievance.
- 2.5 A formal presentation shall be a written statement of the grievance signed by the teaching faculty member.
- 2.6 Cabinet Member shall mean the Provost.
- 2.7 The President shall mean the President of Finger Lakes Community College.

Section 3 – General Procedures and Principles:

- 3.1 An aggrieved party may be represented at all meetings and hearings at all steps and stages in the grievance and arbitration procedure by a representative designated by the Union.
- 3.2 Each written grievance shall include the name and position of the teaching faculty member affected by the alleged grievance, the article and section of this agreement involved in the grievance, the time and place where the alleged events or conditions constituting the grievance existed or occurred, the identity of the party allegedly responsible for causing the existence of the events or conditions, if known, and a statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.3 Nothing contained in this article shall be construed as limiting the right of a teaching faculty member having a grievance to discuss the matter informally with any appropriate member of the administration, or settling the grievance at any stage of these procedures.

Section 4 – Time Limits:

- 4.1 Any alleged grievance shall be deemed waived, and shall not be entertained unless presented at the first available stage within fifteen (15) days after the aggrieved party knew or should have known of the act or condition on which the grievance is based.
- 4.2 If an aggrieved party fails to appeal an unsatisfactory disposition of his grievance to the next step of the procedure within the specified time limit, the grievance will be deemed to be discontinued and further appeal shall be barred.
- 4.3 Failure at any step of the grievance procedure to communicate a decision to the aggrieved party within the time limit specified shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allotted had the decision been communicated on the final day.

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

Section 5 – Grievance and Review:

5.1 Stage 1: Informal

- (a) Within fifteen (15) days after the aggrieved party knew or should have known of the act or condition on which the grievance is based, the aggrieved party shall discuss the grievance with their Cabinet Member with the objective of resolving the matter informally.
- (b) Within three (3) days after such discussion the Cabinet Member shall give their answer to the aggrieved party.

5.2 Stage 2: President

- (a) If the grievance is not resolved informally, it shall be reduced to writing by the aggrieved party, on the agreed upon form and presented to the President within five (5) days after the Cabinet Member has given their answer in 5.1 (b) above.
- (b) Within five (5) days thereafter the President shall meet with the aggrieved party, their representative and all other parties in interest. Within five (5) days after this meeting, the President will render a written decision to the aggrieved party and their representative.

5.3 Stage 3: Board of Trustees

- (a) If the aggrieved party is not satisfied with the decision at the conclusion of Stage 2 and wishes to proceed further, the aggrieved party shall, within five (5) days after the conclusion of Stage 2, present the grievance in writing to the Board of Trustees.
- (b) Within fifteen (15) days after the receipt of the appeal, the Board or its duly authorized representative, shall meet with the aggrieved party, their representative, and all other parties in interest.
- (c) The Board shall render a decision in writing to the aggrieved party and their representative within five (5) days after the conclusion of the meeting.

5.4 Stage 4: Arbitration

- (a) If the grievance is not resolved at Stage 3 and the aggrieved party wishes to pursue the grievance to arbitration, they shall so notify the Union. If the Union determines that the alleged grievance is meritorious, then no later than fifteen

(15) days after the Board has rendered its decision at Stage 3 above, the Union shall submit a written notice to the Board of its intent to proceed to arbitration.

- (b) Simultaneously with the delivery of the written notice to the Board, a copy of that notice shall be mailed to the American Arbitration association or to the Public Employment Relations Board requesting that organization to submit a list of seven (7) arbitrators. From that list of seven (7) arbitrators the parties shall alternately strike names from the list until only one remains who shall be deemed the arbitrator.
- (c) The selected arbitrator will hear the matter promptly and will issue their decision no later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date of final statements and proofs are submitted to them. The arbitrator's decision will be in writing and will set forth their findings of fact, reasoning and conclusions on the issues.
- (d) The arbitrator shall have no power or authority to add to, subtract from or modify any provision of this agreement nor to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.
- (e) The decision of the arbitrator shall be final and binding upon all parties.
- (f) The fees and expenses of the arbitrator will be shared equally by the College and the Union. All other expenses shall be borne by the party incurring them.
- (g) No arbitrator shall decide more than one (1) grievance on the same hearing except by mutual agreement in writing between the Union and the Board of Trustees.

ARTICLE XXI **PAST PRACTICES**

Teaching faculty benefits that have been established by past practice, specifically wages, hours and conditions of employment, which are not in conflict with this agreement and which are not specifically provided for by this agreement, shall remain in effect until changed by written policy statement from the President of the College. Whenever such a policy statement is under active consideration by the President, the employers shall meet and confer with the Union prior to the finalization of the policy. If the President decides to issue such a policy statement, they shall state the reasons for any major policy change, and shall provide written notice to the Union ten days in advance of the effective date of any such policy change.

ARTICLE XXII **RETRENCHMENT**

Section 1 – Generally:

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

Section 2 – Notice:

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

Section 3 – Criteria:

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

Section 4 – Hiring Preference:

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

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

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

Section 5 – Retraining:

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

- A. The employer will consider the retrenched faculty member for the following benefits:
- (1) Use of college development funds for education and/or retraining;
 - (2) Sabbatical leave, provided that the retrenched faculty member and the employer have agreed upon a program of retraining which will reasonably result in the individual's being rehired by the employer; or
 - (3) The retrenched faculty member may be considered for the benefits of Article XI, Section 6, tuition waiver, during the term of this agreement.
- B. In the event the retrenched faculty member does not receive benefits under A, or elects not to seek such benefits, the employer agrees to reimburse the retrenched member up to \$300.00, upon presentation of a receipt within six months of retrenchment, for any payment which said member may make to an approved center for career counseling and job development analysis.

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

Section 6 – DEFINITIONS:

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

Secondary Discipline: Secondary discipline shall be interpreted to include any courses which a faculty member has successfully taught outside of their primary discipline and/or could be expected to teach on the basis of educational background. The parties agree that the Provost shall determine whether members shall be extended a secondary competency in any discipline. Members who currently hold secondary competency in any discipline shall not be required to requalify in that discipline. If the Provost determines that a faculty member holds a secondary discipline, a memo documenting such shall be placed in the personnel file of that faculty member.

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

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

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

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

Section 7 – Reductions:

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

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

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

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

ARTICLE XXIII **LABOR RELATIONS MEETINGS**

It is the intention of the parties during the term of this Agreement to meet from time to time to discuss areas of mutual interest and to make arrangements to accommodate those interests, and also to meet to identify problem areas and discuss ways to resolve those problems to prevent deferral of solutions to problems and their accumulation at the end of the contract period.

For purposes of this section, the College’s labor relations team and the Faculty Labor Relations Committee (or other designees of the Faculty Alliance President) shall meet regularly and as needed to consider issues with respect to proposed changes within the college affecting terms and conditions of employment prior to their implementation . The parties agree to submit proposed topics for discussion three days in advance of any scheduled meeting. When there is a need to schedule additional meetings, both parties will make reasonable attempts to find a mutually agreeable time to meet.

ARTICLE XXIV
DURATION AND CHANGES

Section 1 – Term:

The provisions of this agreement shall be effective retroactive to September 1, 2022, except as otherwise provided herein or by a written amendment made and annexed hereto, and no provision shall have any retroactive effect unless specifically provided for in writing. This agreement shall continue in full force and effect until midnight August 31, 2025.

Section 2 – Full and Complete Agreement:

This agreement shall constitute the full and complete commitment between the parties, and no verbal statement or other agreement, except as an amendment to this agreement shall supersede or vary the provisions herein. On its effective day, this agreement shall supersede the agreement

between the parties for the period September 1, 2018 through August 31, 2021, but shall not be applied retroactively, except as specifically provided herein.

Section 3 – Negotiations Complete:

It is agreed that both parties had the full opportunity to negotiate with regard to those items which are subject of mandatory collective bargaining under law. Negotiations will not be reopened on any term or condition of employment except as otherwise provided herein.

Section 4 – Existing Memos:

All existing memos shall be incorporated, if approved by the parties.

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

Dated: 07/12/23 Mary Joan Geise
Mary Joan Geise, Chairperson of the Board of Trustees
Finger Lakes Community College

Dated: 07/10/23 Dr. Robert K. Nye
Dr. Robert K. Nye, President
Finger Lakes Community College

Dated: 07/24/2023 Todd D. Campbell
Todd D. Campbell, Chairman
Ontario County Board of Supervisors

Dated: 7/26/2023 Christopher P. DeBolt
Christopher P. DeBolt
Ontario County Administrator

Dated: 07/10/2023 Joseph E. Mariconda
Joseph E. Mariconda, President
Finger Lakes Community College Teaching Faculty Alliance

Collective Bargaining Agreement Between the Ontario County Board of Supervisors,
Finger Lakes Community College, and The Finger Lakes Community College
Teaching Faculty Alliance

STATE OF NEW YORK)
COUNTY OF ONTARIO) SS:

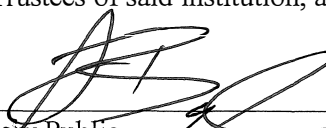
On the 12 day of July, 2023, before me came Mary Joan Geiss, to me known, who being duly sworn, did depose and say that she is the Chairperson of the Board of Trustees of Finger Lakes Community College, the educational institution described in and which executed the foregoing instrument; that she knows the seal of said institution; that the seal affixed by order of the Board of Trustees of said institution, and that she signed her name thereto by like order.


Notary Public

KRISTA L. SCHLENKER
Notary Public, State of New York
Ontario County Reg. #01SC6272531
Commission Expires 11/19/2024

STATE OF NEW YORK)
COUNTY OF ONTARIO) SS:

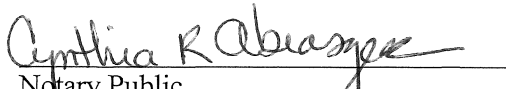
On the 10th day of July, 2023 before me came Robert K. Nye, to me known, who being duly sworn, did depose and say that he is the President of Finger Lakes Community College, the educational institution described in and which executed the foregoing instrument; that he knows the seal of said institution; that the seal affixed by order of the Board of Trustees of said institution, and that he signed his name thereto by said order.


Notary Public

AMANDA C. BUCHANAN
Notary Public, State of New York
Yates County Reg. #01B06439002
Commission Expires 08/22/2026

STATE OF NEW YORK)
COUNTY OF ONTARIO) SS:

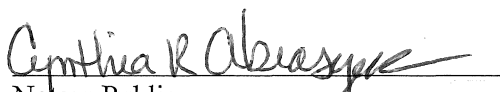
On the 24th day of July, 2023, before me came Todd D. Campbell, to me known, who being duly sworn, did depose and say that he resides in the Town of West Bloomfield, County of Ontario, New York; that he is the Chairman of the Board of Supervisors of the County of Ontario, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed by order of the Board of Supervisors of said corporation, and that he signed his name thereto by like order.


Notary Public

CYNTHIA R. ABRASZEK
Notary Public, State of New York
Ontario County Reg. 01#AB6346115
Commission Expires 08/08/ 2024

STATE OF NEW YORK)
COUNTY OF ONTARIO) SS:

On the 26th day of July, 2023 before me came Christopher P. Debolt, to me known, who being duly sworn, did depose and say that he resides in the Town of Canandaigua, County of Ontario, New York; that he is the County Administrator of Ontario County, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed by order of the Board of Supervisors of said corporation, and that he signed his name thereto by said order.

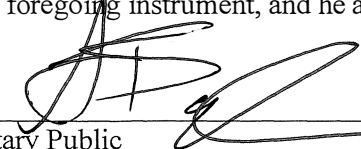

Notary Public

CYNTHIA R. ABRASZEK
Notary Public, State of New York
Ontario County Reg. 01#AB6346115
Commission Expires 08/08/ 2024

Collective Bargaining Agreement Between the Ontario County Board of Supervisors,
Finger Lakes Community College, and The Finger Lakes Community College
Teaching Faculty Alliance

STATE OF NEW YORK)
COUNTY OF ONTARIO) SS:

On the 10th day of July, 2023, before me came Joseph F. Mariconda, President
of the Finger Lakes Community College Teaching Faculty Alliance, to me known and known to me to be the
individual described in and who executed, the foregoing instrument, and he acknowledged to me that he executed
the same.


Notary Public

AMANDA C. BOUGHAN
Notary Public, State of New York
Yates County Reg. #01B06439002
Commission Expires 08/22/2026

SCHEDULE A

Faculty Evaluation

Faculty Evaluation System and Tenure Attribution Process

A past ad hoc Faculty Evaluation Committee compiled a list of principles that serve as the foundation for this evaluation system. The committee felt the process should be:

- systematic (information and data should be collected and presented in an organized way)
- consistent (evaluation forms used to develop the substance for an evaluation should be similar for all departments throughout the college)
- comprehensive (all major responsibilities included)
- open/public (procedure and forms available electronically)
- flexible (fits varying circumstances of different academic areas)
- democratic (rather than authoritative)
- developmental (goes beyond a thorough assessment of past performance and encourages improvement by identifying goals/objectives for new work)
- cumulative (annual evaluations during probationary period feed into tenure; upon tenure evaluations done every two - three years; student evaluations, however, should be done each semester)
- formative (peer mentoring or guidance from the Teaching Center for faculty development should be available)

The process presented below addresses these principles and speaks to the importance of goal-setting, self-assessment, student evaluations, peer evaluations, and supervisor's evaluations which are also mentioned in the past committee's final document.

The Concept of Tenure as it Relates to the Evaluation Process

Tenure is a privilege. It is a privilege that is granted by the College, but more importantly by the faculty. When tenure is bestowed on a teacher, that individual is being welcomed into the faculty. In most cases, a tenure team is assigned to help them reach that point by shepherding them through the process, all the while, monitoring performance, mentoring, and acclimating them to the college culture. These teams are made up of faculty. Consequently, the faculty serves as protector of the privilege. When it comes time to award a full-time tenured faculty position, true, the Provost makes the recommendation to the Board of Trustees. However, they do so based primarily on the recommendation of the tenure team. Tenure is, in essence, a prize possession of the faculty, a prize not to be given lightly without serious consideration and scrutiny.

If the faculty understands that tenure is awarded based on merit and excellence, and that those who receive it are examples of the high scholarly standards set by the faculty, it follows that the faculty, through its tenure teams, should recommend tenure only when it is unquestionably appropriate. They should guard tenure as a precious possession and create rigorous standards of performance for those seeking it. It is likely that becoming a full-time faculty member at FLCC will become more difficult

as the faculty attempts to maintain the highest academic standards and a reputation for teaching excellence.

Full-time Probationary Employees

When an individual is offered a position on the faculty at FLCC, the faculty will immediately create a tenure team and assign that team to the new hire. The team is created by the Tenure Mentoring Committee (see Appendix J) shortly after the hiring and will have four full-time faculty members on it. Ideally, the team should be comprised of seasoned faculty whose combined years of service should average 10 years. The Tenure Mentoring Committee should look to include one individual from inside the new hire's department and at least one from outside their department. An attempt should also be made to include a full professor. If the new hire is to work in a specific area such as curriculum development, an effort should be made to include an individual with that specific expertise.

Contact with the new employee starts prior to Professional Days and includes a visit from all four team members on day one of the semester. The team then stays with the new hire throughout their five-year probationary period.

The tenure team would be responsible for (but not limited to) addressing the following issues, concerns, and skill sets:

- Faculty Orientation
- Yearly evaluations
- Explaining assessment
- Incorporating assessment procedures
- Curriculum development
- Course planning and preparation
- Instructional innovation
- Understanding the community college student
- College service opportunities
- External community service
- Advising responsibilities
- Professional development
- Communication of faculty standards and behaviors
- Services provided by the College
- Familiarization with the campus
- Explanation of the contract
- Classroom visitations
- On-going evaluation of teaching methodologies

Please note that while new hires may not have to be concerned with some of the areas listed above, they should gain an awareness and understanding of those issues.

Throughout the five year probationary period the tenure team meets regularly with the Associate VP of Academic Affairs to discuss concerns and successes. A formal evaluation tool (see Appendix B) will be used to communicate the teacher's progress to the Associate VP. This evaluation form is to be

utilized in a formative way. That is to say that information contained therein should be used developmentally to address deficiencies thereby creating a better-prepared, more effective instructor. Strategies will be developed to address any concern the team has and information and analysis will be shared with the Associate VP as needed. Monitoring and following up will be an essential part of the team's responsibilities.

In their final year of probation, the new hire will be evaluated using the Tenure Decision Faculty Evaluation form (see Appendix C). Using this form the tenure team will share its input with the Associate VP prior to a decision on whether or not to grant tenure. Both the Associate VP and the tenure team reserve the right to add up to two additional probationary years if they are deemed necessary.

Student evaluations (see Appendix D) should be administered for each section taught and will be reviewed yearly by the tenure team and shared with the Associate VP.

Role of the Department Chairperson in the Evaluation Process

Changes to the Department Chairs' job descriptions will include a removal of the evaluative aspect of the position. The chair position, now being more organizational, will focus on the functioning of the department. If, by chance, a student complaint about a probationary teacher is lodged with the chair that information would immediately be shared with the tenure team and the Associate VP of Academic Affairs. Once passed along, the responsibility of the Chair is concluded with regard to that matter.

Full-time Tenured Faculty

Once an individual is awarded tenure, they will be thoroughly evaluated on a less frequent basis. Evaluations will occur according to a five-year cycle. The faculty will be divided into five equal parts and will individually engage in the Comprehensive Evaluation process once every five years. Evaluation for tenured faculty will be the sole responsibility of the Associate VP of Academic Affairs. The Associate VP's office will handle the dissemination and administration of Student Evaluations (see Appendix D), the Comprehensive Evaluation (see Appendix A), Peer Evaluations (if chosen for inclusion, see Appendix H), Goal Setting and Planning Worksheets (see Appendix E), Goal Setting Self-Assessment forms (see Appendix E), and Faculty Self-Assessment forms (see Appendix G).

The Mid-term Goal Review

At the beginning of year three of the five-year cycle, faculty members must submit a Goal Setting and Planning Worksheet (see Appendix E) to the Associate VP. After three semesters, in the spring semester of year four of the five-year cycle, the Goal Setting Self-assessment Form (see Appendix F) is submitted to the Associate VP. The Evaluation Timeline Schematic (see Appendix I) shows the progression that individuals follow through the process.

The Goal Setting Self-assessment is a summary that takes the form of a narrative and addresses progress made on the goals throughout the previous year and a half. After carefully considering the

summaries, the Associate VP then determines if they would like to immediately meet with any faculty member to discuss their performance.

The Comprehensive Evaluation

Full-time faculty participating in the Comprehensive Evaluation process must submit a summation of Student Evaluations (see Appendix D) for all sections taught during the previous year, a Comprehensive Faculty Evaluation form (see Appendix A), Peer Evaluations (if chosen for inclusion, see Appendix H), and a Faculty Self-Assessment form (see Appendix G). A Comprehensive Faculty Evaluation form (see Appendix A) will be completed by the Associate VP. Additionally, faculty should expect at least one classroom visitation by the Associate VP. A meeting between said faculty member and the Associate VP of Academic Affairs will be set to review all materials. If issues arise regarding a tenured faculty member's performance, the Associate VP and the individual in question will design and initiate a faculty advisory review program in accordance with the contract that includes strategies intended to mitigate the problem thereby helping the instructor improve.

Evaluation Tools

- Appendix A - Comprehensive Faculty Evaluation Form
- Appendix B - Probationary Reappointment Faculty Evaluation Form
- Appendix C - Tenure Decision Faculty Evaluation Form
- Appendix D - Student Evaluation Form
- Appendix E - Goal Setting and Planning Worksheet
- Appendix F - Goal Setting Self-Assessment Form
- Appendix G - Faculty Self-Assessment Form
- Appendix H - Peer Evaluation Form
- Appendix I - Evaluation Timeline Schematic
- Appendix J - The Tenure Mentoring Committee
- Appendix K - The Faculty Expectations Inventory

SCHEDULE B
DETAILED ANALYSIS OF SABBATICAL

1. BASIC PURPOSE:
 - a. Specific Goals to be Achieved.
2. FORMATIVE EVALUATION:
 - a. Tasks Undertaken
 - b. Tasks Completed
 - c. Results or Conclusions
3. SUMMARY EVALUATION:
 - a. Findings
 - b. Goals Actually Obtained: How Changed from Original
4. HOW HAS THIS FIT INTO YOUR EDUCATIONAL PLANNING AND PROGRESS, BOTH FOR THE PRESENT AND FUTURE?
5. HOW HAS THIS AFFECTED YOUR PROFESSIONAL DEVELOPMENT BOTH FROM A PERSONAL STANDPOINT AND FROM THE STANDPOINT OF SERVICE TO FINGER LAKES COMMUNITY COLLEGE?

SCHEDULE B
DETAILED ANALYSIS OF SABBATICAL

1. BASIC PURPOSE:
 - a. Specific Goals to be Achieved.
2. FORMATIVE EVALUATION:
 - a. Tasks Undertaken
 - b. Tasks Completed
 - c. Results or Conclusions
3. SUMMARY EVALUATION:
 - a. Findings
 - b. Goals Actually Obtained: How Changed from Original
4. HOW HAS THIS FIT INTO YOUR EDUCATIONAL PLANNING AND PROGRESS, BOTH FOR THE PRESENT AND FUTURE?
5. HOW HAS THIS AFFECTED YOUR PROFESSIONAL DEVELOPMENT BOTH FROM A PERSONAL STANDPOINT AND FROM THE STANDPOINT OF SERVICE TO FINGER LAKES COMMUNITY COLLEGE?

Appendix A
FINGER LAKES COMMUNITY COLLEGE
Canandaigua, New York

FIVE-YEAR COMPREHENSIVE EVALUATION

This form should be used by the Associate VP of Academic Affairs

_____ Faculty Member	_____ Rank	_____ Department
-------------------------	---------------	---------------------

Part I. For each of the attributes listed below, rate the faculty member according to the designated rating scale and provide substantive analysis to validate the rating. The Associate VP may choose not to provide a numerical rating.

Rating Scale:

4 = Exceeds Expectations, 3 = Meets Expectations,
2 = Approaching Expectations, 1 = Does Not Meet Expectations

Rating

Analysis

_____ **Teaching Effectiveness**

_____ **Service to the Department**

_____ **Service to the College**

_____ **Assessment Effectiveness**

_____ **Rapport with Students**

_____ **Professional Growth**

_____ **Service to the Community**

_____ **Other** _____

_____ **Other** _____

_____ **Other** _____

Part II. Narrative: Overall summary of evaluation, including strengths and recommendations for improvement.

III. This faculty member (SHOULD) (SHOULD NOT) enter a faculty advisory review program.

_____ Date: _____
Associate VP of Academic Affairs

IV. I have read and discussed this evaluation with the Associate VP of Academic Affairs although I may not agree with its contents.

_____ Date: _____
Faculty Member

Appendix B
FINGER LAKES COMMUNITY COLLEGE
Canandaigua, New York

YEARLY PROBATIONARY REAPPOINTMENT EVALUATION

This form should be used by tenure teams and the Associate VP of Academic Affairs

<u>Faculty Member</u>	<u>Rank</u>	<u>Department</u>
-----------------------	-------------	-------------------

Part I. For each of the attributes listed below, rate the faculty member according to the designated rating scale and provide substantive analysis to validate the rating. The Associate VP may choose not to provide a numerical rating.

Rating Scale:

4 = Exceeds Expectations, 3 = Meets Expectations,

2 = Approaching Expectations, 1 = Does Not Meet Expectations

Rating

Analysis

_____ **Teaching Effectiveness**

_____ **Mastery of Subject Matter**

_____ **Availability During Office Hours**

_____ **Service to the Department**

_____ **Classroom Management**

_____ **Assessment Effectiveness**

_____ **Rapport with Students**

_____ **Professional Growth**

_____ **Other** _____

_____ **Other** _____

Part II. Narrative: Overall summary of evaluation, including strengths and recommendations for improvement.

III. This faculty member (SHOULD) (SHOULD NOT) receive a probationary reappointment.

_____ Date: _____
Associate VP of Academic Affairs

OR

_____ Date: _____
On behalf of the tenure team

NOTE: Members of the tenure team may file separate forms if consensus is not reached.

IV. I have read and discussed this evaluation with the Associate VP of Academic Affairs although I may not agree with its contents.

_____ Date: _____
Faculty Member

Appendix C
FINGER LAKES COMMUNITY COLLEGE
Canandaigua, New York

TENURE DECISION FACULTY EVALUATION

This form should be used by tenure teams and the Associate VP of Academic Affairs

_____	_____	_____
Faculty Member	Rank	Department

Part I. For each of the attributes listed below, rate the faculty member according to the designated rating scale and provide substantive analysis to validate the rating. The Associate VP may choose not to provide a numerical rating.

Rating Scale:

4 = Exceeds Expectations, 3 = Meets Expectations,
2 = Approaching Expectations, 1 = Does Not Meet Expectations

Rating

Analysis

_____ **Teaching Effectiveness**

_____ **Mastery of Subject Matter**

_____ **Availability During Office Hours**

_____ **Service to the Department**

_____ **Classroom Management**

_____ **Assessment Effectiveness**

_____ **Rapport with Students**

_____ **Professional Growth**

_____ **Other** _____

_____ **Other** _____

Part II. Narrative: Overall summary of evaluation, including strengths and recommendations for improvement.

III. Check One

- () **This faculty member is in their final year of probation and (SHOULD) (SHOULD NOT) be granted tenure.**
- () **This faculty member is in their final year of probation and (SHOULD) (SHOULD NOT) be assigned an additional probationary year.**

_____ Date: _____
Associate VP of Academic Affairs

OR

_____ Date: _____
On behalf of the tenure team NOTE: Members of the tenure team may file separate forms if consensus is not reached.

IV. I have read and discussed this evaluation with the Associate VP of Academic Affairs although I may not agree with its contents.

_____ Date: _____
Faculty Member

Appendix D

SURVEY OF STUDENT OPINION OF TEACHING

To the student: This survey asks your opinion of your instructor's teaching. Please be frank and honest and answer to the best of your ability. *Your responses should be based on the course as a whole, rather than isolated incidents.* Your instructor will not see the results of the survey until after the end of the semester; your grade will not be affected. Your comments will be used by your instructor in the future.

- | | | | | | |
|---|------------------------|---|---|---|---------------------|
| 1. The instructor fosters an environment where diverse opinions are considered. | 1
Strongly Disagree | 2 | 3 | 4 | 5
Strongly Agree |
| 2. The instructor demonstrated knowledge of the subject. | 1
Strongly Disagree | 2 | 3 | 4 | 5
Strongly Agree |
| 3. The instructor illustrated the material with Practical and / or relevant applications. | 1
Strongly Disagree | 2 | 3 | 4 | 5
Strongly Agree |
| 4. The instructor began class on time and remained for the entire class. | 1
Strongly Disagree | 2 | 3 | 4 | 5
Strongly Agree |
| 5. The instructor presented the material in an effective way. | 1
Strongly Disagree | 2 | 3 | 4 | 5
Strongly Agree |
| 6. Course requirements, policies and procedures were clearly presented on the course outline and consistently followed. | 1
Strongly Disagree | 2 | 3 | 4 | 5
Strongly Agree |
| 7. Feedback on my work is timely, constructive and clear enough to benefit my learning. | 1
Strongly Disagree | 2 | 3 | 4 | 5
Strongly Agree |
| 8. The instructor was available to students outside of class via phone, email, and / or office hours. | 1
Strongly Disagree | 2 | 3 | 4 | 5
Strongly Agree |
| 9. I am likely to take another course with this instructor: or recommend this instructor to other students. | 1
Strongly Disagree | 2 | 3 | 4 | 5
Strongly Agree |

(Up to 3 questions may be added by departments)

1. Did assignments, projects and papers assist you in achieving the stated learning outcomes of the course? ____

2. What were the most valuable aspects of this course and / or the way the course was taught?

3. Even excellent courses can be improved. Can you give some constructive suggestions for making the course better?

Do you wish to elaborate on any of your ratings in the above survey questions? If so, please state the item to which your comment refers.

Additional questions for Face-to-face and HyFlex

- | | | | | | |
|---|----------------------|---|---|---|-------------------|
| 1. The instructor was focused on course material. | 1 | 2 | 3 | 4 | 5 |
| | Strongly
Disagree | | | | Strongly
Agree |
| 2. The instructor began class on time. | 1 | 2 | 3 | 4 | 5 |
| | Strongly
Disagree | | | | Strongly
Agree |
| 3. The instructor remained for the entire class period. | 1 | 2 | 3 | 4 | 5 |
| | Strongly
Disagree | | | | Strongly
Agree |

Additional questions for HyFlex

- | | | | | | |
|--|----------------------|---|---|---|-------------------|
| 1. The instructor actively engaged with all students
(face-to-face and remote attendees) during
class time | 1 | 2 | 3 | 4 | 5 |
| | Strongly
Disagree | | | | Strongly
Agree |

Additional questions for Online

- | | | | | | |
|--|----------------------|---|---|---|-------------------|
| 1. The course was well designed and easy to navigate | 1 | 2 | 3 | 4 | 5 |
| | Strongly
Disagree | | | | Strongly
Agree |
| 2. The instructor was actively engaged with
students through the course | 1 | 2 | 3 | 4 | 5 |
| | Strongly
Disagree | | | | Strongly
Agree |

Student Signature (optional)_____

Appendix E

Goal Setting and Planning Worksheet

Academic Year _____

Name _____

NARRATIVE:

Please sign and date.

Signature

Date

Appendix F

Goal Setting Self-Assessment Form

Academic Year _____

Name _____

NARRATIVE: (Please review the most recent goals you submitted to the Associate VP of Academic Affairs and summarize your progress towards achieving those goals.)

After completing the self-assessment, please print, sign, and date before submitting.

Signature _____

Date _____

Appendix G

Faculty Self-Assessment Form

Academic Year _____

Name _____

NARRATIVE: *(Please consider your efforts since your last Comprehensive Evaluation and summarize successes and areas where you hope to improve. Please do not exceed two pages.)*

After completing the self-assessment, please print, sign, and date before submitting.

Signature

Date

Appendix H
FINGER LAKES COMMUNITY COLLEGE
Canandaigua, NY

PEER EVALUATION

Instructor: _____

Department: _____

Peer evaluation can focus on knowledge of subject matter, commitment to teaching, or the qualities of good teaching. Colleagues can also comment on the course design and instructional materials of the instructor. Note: Peer Evaluations are not required, but instructors may include them.

Evaluator

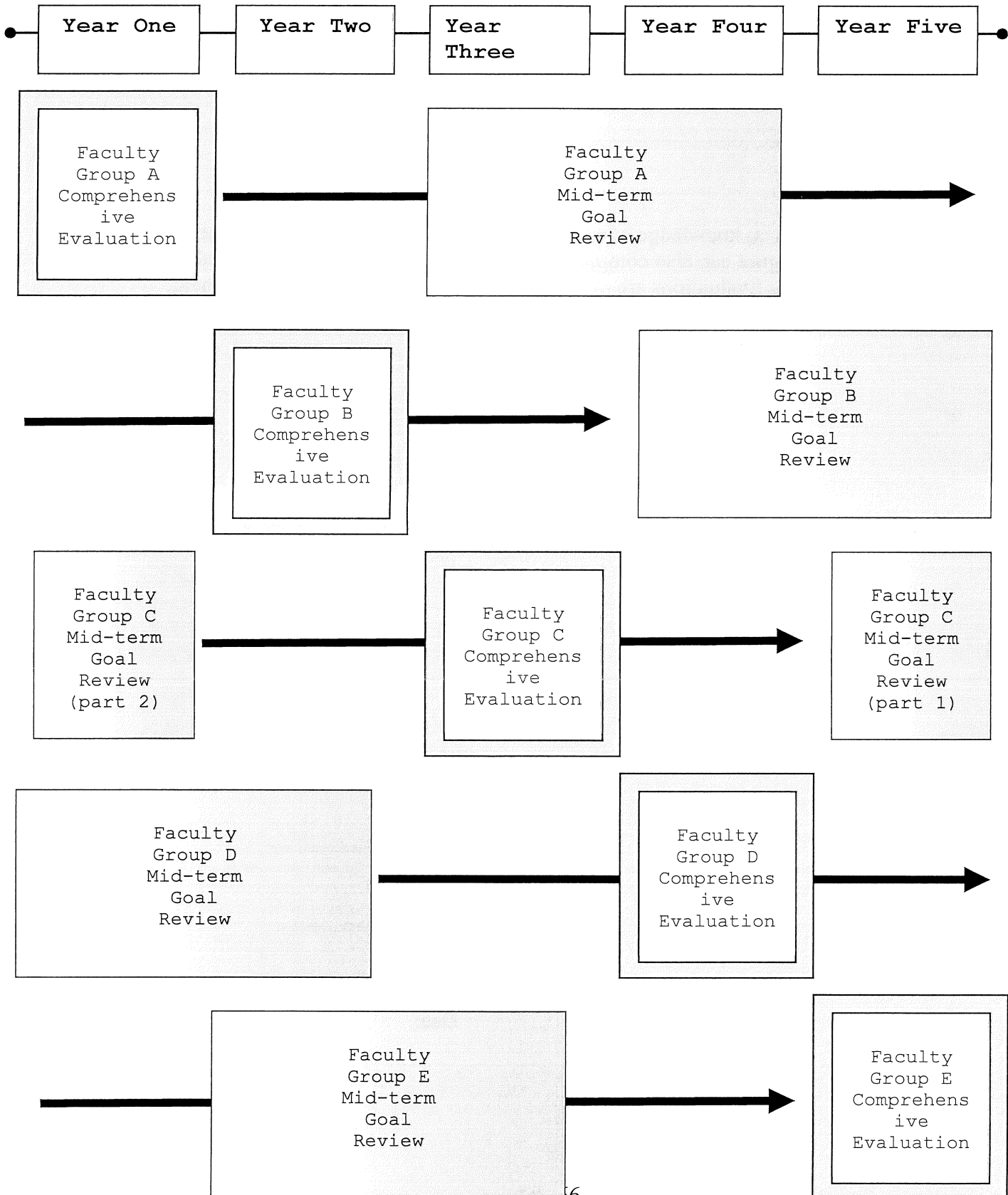
Title

Signature

Date

Appendix I

Evaluation Timeline Schematic



Appendix J

Tenure Team Oversight Committee of the Faculty Alliance

The Tenure Team Oversight Committee (TTOC) membership shall be constituted as follows: the Faculty Alliance Chair and three at-large representatives elected from the membership.

In collaboration with the Associate Vice President of Academic Affairs, this committee will be charged with populating the tenure teams to be assigned to new hires. Additionally, they are responsible for developing, updating, and executing training for all tenure team members.

Appendix K

The Faculty Expectations Inventory

Introduction

This document attempts to delineate, by rank, the professional expectations, responsibilities, and performance standards traditionally accepted by community college faculty. Upon closer examination, you will see that some sections below purposefully overlap so as to accommodate various rates of promotion and the uniquely prioritized efforts of individual faculty. This inventory should not be considered the only road map to academic success, but rather a suggested set of guidelines that can help faculty members better understand the opportunities at FLCC.

Faculty at All Ranks

Community College educators face a number of challenges as they attempt to educate the wide-ranging assortment of students present in their classrooms. To help meet these challenges faculty at all ranks, from instructor to full professor; share a number of basic suggested responsibilities and professional standards of performance. Paramount among these many responsibilities is the obligation to demonstrate proficiency in teaching ability. This multi-faceted skill set includes, but is not limited to, preparing syllabi, creating clear course objectives, developing classes of high academic quality, setting standards of achievement for student success, assessing learning outcomes, and objectively evaluating student work. Faculty must strive to develop novel approaches to teaching, integrate instructional technologies and teaching aids, and embrace innovative teaching methodologies. They should present an engaging delivery of the subject matter while ensuring that material presented in the classroom, laboratory, studio, or clinical setting has a pedagogical relationship to the curriculum.

Additionally, all teachers should meet all scheduled classes and office hours, assist with departmental activities and initiatives, and support, as needed, efforts in recruitment and retention. Faculty members should strive for continuous growth as a teacher. This can be achieved by engaging in scholarly and/or creative activities, seeking out memberships in professional organizations, and staying current through professional development and disciplined inquiry.

In short, faculty members must continually strive to better understand the community college student, maintain academic integrity in a classroom environment conducive to learning, and work to enhance the intellectual life of the College

Faculty at the Assistant Professor and Associate Professor Ranks

Most important for faculty at these ranks, notwithstanding concepts delineated above is providing thorough and accurate student advisement. This requires concern for the individual needs of each student and respect for the process. The teaching function expands for this group to include

developing new courses, revising existing courses beyond normal yearly updating, and creating hybrid and distance format courses. Once they have established a reputation as an effective teacher, these individuals should set their sights on providing a significant academic contribution to the instructional goals of the College. Assistant and associate professors should also demonstrate an ability to produce scholarly or creative work. They can then share their expertise, skills, and time with the larger college community. This shared information can include innovations in teaching strategies, retention techniques, and new ways to use instructional technology.

Assistant and associate professors should participate in raising awareness of college programs. This will help to increase visibility in the educational marketplace. This effort coupled with active participation in student recruiting will lead faculty to a more noticeable role on campus and in the community. These teachers may also assist with articulation activities. Internally, participation in faculty governance will help assistant and associate professors gain exposure while serving faculty needs.

Service to the department should expand for individuals at these ranks to include innovative program development, representing the department on college committees and search committees, participating in accreditation activities, and establishing student clubs and/or academic advisory boards.

With regard to professional growth, these faculty members should be attending and participating in professional conferences, workshops, and meetings in their chosen field of study. They should participate in curriculum-related external activities aimed at augmenting their classroom performance.

Focus on service to the department, the institution, and the professional community escalates for individuals in these ranks.

Faculty at the Associate Professor and Full Professor Ranks

For associate and full professors, individual accomplishments become more significant. These teachers should assume leadership roles on departmental, institutional, and external groups and committees. Some will demonstrate artistic achievements through exhibits, shows, or performances. Others will serve on major committees, give professional lectures, serve on programming and advisory boards, or make significant contributions in scholarly or creative endeavors. It is likely that these faculty members will have attained distinguished credentials as evidenced by specialized study, certification, or experience.

It follows that associate and full professors should assume leadership roles in institutional accreditation activities. Similarly, they must embrace detailed, verifiable self-study.

The teaching function builds on the responsibilities listed above and may include significant contributions to the college curriculum, collaborative teaching in interdisciplinary courses or programs, and development of new courses or degree programs,

Teachers at these ranks should accept special assignments, mentor other faculty members, mentor students and student groups, and plan and participate in college activities.

Associate and full professors may be asked to represent the College to the greater community. This may take the form of participation in joint projects. These teachers should establish and maintain channels of communication with high schools, other colleges, related businesses, associated professional and civic organizations, and relevant agencies.

Faculty at the Full Professor Rank

Full professors should consider the axiom, “to whom much is given, much is expected.” It has been suggested that full professors are the College’s greatest asset. This being said, it is imperative that senior faculty stay engaged in the mission so as to advance the college’s reputation. In addition to what is being asked of other ranks, full professors must show a continual, significant record of scholarship. Similarly, faculty members in visual and performing arts programs should strive to enrich the college experience through noteworthy studio productions, recitals, performances, and creative writing.

Leadership by these individuals in governance, professional organizations, academic associations, and community groups reflects positively on the institution. Members in this rank may choose to organize formal academic conferences or scholarly gatherings. They may choose to contribute to the knowledge base in their chosen field of study; possibly through grant funded activities. Full professors should always look to make meaningful contributions to the College. They must keep in mind, however, that they are the guardians of FLCC’s reputation. In the end, full professors, can make no more important contribution to the college than to provide expert teaching in a spirit of academic integrity.