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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE COUNTY OF ULSTER**

**AND**

**THE ULSTER COUNTY COMMUNITY COLLEGE  
FACULTY ASSOCIATION**

**FOR THE PERIOD SEPTEMBER 1, 2014  
THROUGH AUGUST 31, 2018**

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## ARTICLE I

### Section 1.

The County of Ulster, hereinafter referred to as the "County," and the Ulster County Community College Faculty Association, hereinafter referred to as the "Association," do hereby enter into the following collective bargaining agreement, becoming effective as of September 1, 2014.

### Section 2.

The County agrees that the Association shall be the sole and exclusive representative of a unit comprising salaried full-time professional teaching staff holding academic rank, hereinafter referred to as "Full-time faculty", and all part-time faculty, hereinafter referred to as "Adjunct faculty", for the purpose of collective bargaining and grievances.

### Section 3.

Subject to all provisions of Article 14 of the Civil Service Law and the penalties thereunder, the County shall deduct from the wages of faculty members regular membership dues and other authorized deductions for those faculty members that signed such authorization permitting such payroll deductions and to remit said deductions to the Association monthly. The County agrees, that, subject to the limitations and conditions contained in Section 208 of the Civil Service Law, bargaining unit members who are not members of the Association shall be required to pay an agency fee equivalent to the dues of the Association. The agency fee shall be deducted by the County and remitted to the Association in the same manner used for voluntary dues deduction.

### Section 4.

The County agrees that the Association shall continue its period of unchallenged representative status for the maximum period of time as described in Article 14, Section 208 of the Civil Service Law, subject, however, to all other provisions of said article.

### Section 5.

The Association hereby affirms that it does not assert the right to strike or conduct work stoppages or slowdown, or to impose an obligation to conduct, assist, or participate in a strike, work stoppage, or slowdown, upon its officers or members.

## ARTICLE II

### Section 1.     Basic Compensation

A.     Full-time Faculty Annual Salaries - The salaries of full-time faculty covered by this Agreement shall be increased as follows:

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Effective September 1, 2014

The base annual salary of each full-time faculty member shall be increased by 1.50%.

Effective September 1, 2015

The base annual salary of each returning full-time faculty member shall be increased by 1.50%.

Effective September 1, 2016

The base annual salary of each returning full-time faculty member shall be increased by 1.75%.

Effective September 1, 2017

The base annual salary of each returning full-time faculty member shall be increased by 2.00%.

For the purpose of this agreement, a returning faculty member is defined as someone who is on the payroll as of May 31<sup>st</sup> of a calendar year for salary increases effective September 1<sup>st</sup> in that same calendar year.

B. Adjunct Faculty

i. Salary Levels

Bargaining unit members shall be placed at the appropriate salary level as follows:

<u>Level</u>	<u>Credit Hours Taught</u>
I	0 - 23 Hours
II	24 - 47 Hours
III	48 - 71 Hours
IV	72 Hours

ii. Adjunct faculty members shall be compensated as follows:

<u>Level</u>	<u>Per Credit Hour</u>			
	<u>EFFECTIVE</u> 9/1/14	<u>EFFECTIVE</u> 9/1/15	<u>EFFECTIVE</u> 9/1/16	<u>EFFECTIVE</u> 9/1/17
I	\$760	\$771	\$784	\$800
II	\$791	\$803	\$817	\$833
III	\$823	\$835	\$850	\$867
IV	\$859	\$872	\$887	\$905

iii. Employees who are members of the Organization of Professional and Administrative Personnel (OPAP) who teach courses shall be paid the appropriate rate as set forth in the Collective Bargaining Agreement between the College and OPAP.

iv. Adjunct faculty members shall be paid on a bi-weekly payroll.

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**C. Chairperson and Coordinator Stipend**

(1) A sum of \$12,000 for each year of this agreement is to be allocated for stipends for Department Chairpersons and Program Coordinators with responsibility for adjunct faculty. The sum of \$6,000 per semester will be divided by the sum of the adjunct faculty members in the department to arrive at an "amount per adjunct faculty member." (An adjunct faculty member teaching in more than one department will be counted in each department.) The "amount per adjunct faculty member" will be multiplied by the number of adjunct faculty members teaching in a department to arrive at the stipend received by each Department Chairperson and Program Coordinator.

**Section 2. Full-time Faculty Overload Rates**

For intercession, summer sessions and overload beyond the full-time faculty regular teaching load as provided for in this agreement, the compensation rate shall be as follows:

TITLE	EFFECTIVE 9/1/14	EFFECTIVE 9/1/15	EFFECTIVE 9/1/16	EFFECTIVE 9/1/17
Instructor	\$760	\$771	\$784	\$800
Assistant Professor	\$791	\$803	\$817	\$833
Associate Professor	\$823	\$835	\$850	\$867
Professor	\$859	\$872	\$887	\$905

**Section 3. Independent Study Stipend**

For the purpose of this section only, independent study shall include "skills evaluations" administered in the nursing program, "skills evaluations" administered in the foreign language courses, credit by exam, credit for life experience, cooperative education, field work, internship management, and other forms of non-classroom instructional evaluation. Faculty who teach independent study activities approved by the Dean of Academic Affairs shall receive the following:

1 Student	\$125.00 per credit hour
2 or more Students	\$115.00 per credit hour per student

Faculty must submit a log describing and documenting the time spent in order to obtain credit pursuant to this section.

**Section 4. Minimum Salaries**

Minimum starting salaries within rank shall be as follows:

	EFFECTIVE 9/01/14	EFFECTIVE 9/1/15	EFFECTIVE 9/1/16	EFFECTIVE 9/1/17
Instructor	\$40,121	\$40,121	\$40,121	\$40,121
Assistant Professor	\$42,888	\$42,888	\$42,888	\$42,888
Associate Professor	\$47,038	\$47,038	\$47,038	\$47,038
Professor	\$51,188	\$51,188	\$51,188	\$51,188

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Any unit member making less than the applicable minimum salary shall have their salary increased to the minimum salary prior to the calculation of any equity adjustment and annual salary increase.

Section 5. Market/Equity Discretionary Fund

When inequities in salaries arise due to job market fluctuations the President may, at his/her discretion, annually adjust those affected salaries. The amount of money available each year in a discretionary fund for such adjustments shall not exceed ten thousand dollars. At the request of either party, a Labor-Management Committee shall study and issue a report regarding a recommendation for salary and equity adjustments by January 15 of that year.

**ARTICLE III**  
**WORK LOAD**

Section 1. Full-time Teaching Load and Instruction

A. Faculty members shall be assigned a base teaching schedule of up to 30 semester hours of lecture or a combination of laboratory and lecture, up to 30 per academic year.

B. Laboratory hours will be equated on a four for three ratio (four contact hours equal three lecture hours) except in the instances of Art Labs that have an instructional computer component, Biology, College Skills, the Physical Sciences (Chemistry, Physics, and Earth Science) Engineering, Industrial Technology, Surveying, Business and Nursing where laboratory hours will be granted on a one (1) for one (1) ratio.

C. Each full-time English faculty member who is assigned to three (3) or more writing courses in a semester within the English Department will have a reduced load of three (3) hours per semester; English faculty with a reduced load will read "English Competency Exams."

D. The Nursing Department Chairperson and the President or his/her designee shall grant nursing faculty an additional one hour of lab time for special instructional preparation purposes for each four hours of clinical lab.

E. Subject to the approval of the Dean of Academic Affairs, full-time faculty's teaching overload and reduced load compensation is limited to 9 credits per semester, including each summer session. In order to ensure quality of education, full-time faculty are limited to 9 credits per summer session and 6 credits per Winternet session unless requested by the Dean of Academic Affairs, but are not to exceed 12 credits in any session.

F. Full-time faculty members will, upon the request of the College administration, advise up to 25 student advisees without additional compensation. If requested to advise in excess of 25 students, a full-time faculty member will have his/her workload reduced or be paid overload upon submission of appropriate documentation as follows:

Equal to or more than	Less than	
25.5	34.5	advisees - ½ semester hour
34.5	44.5	advisees - 1 semester hour
44.5	54.5	advisees - 1½ semester hours

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54.5	64.5	advisees - 2 semester hours
64.5	74.5	advisees - 2½ semester hours
74.5		advisees - 3 semester hours

G. The College may request qualified adjunct faculty members, on a voluntary basis, to advise students. The adjunct faculty will be compensated for advisement based on a formula of one-half credit hour for each set of ten (or fewer) students.

## Section 2. Full-time Faculty Individual Course and Schedule Assignments

A. By March 15, for the fall semester, and October 15, for the spring semester, the College shall, on a semester by semester basis, establish and disseminate a master instructional schedule setting forth all courses to be offered and their meeting times and locations based on students' educational needs.

B. Within two weeks of the dissemination of the master schedule, the faculty of each department shall be individually informed, in writing, by their department chair of the courses and meeting times to be taught by the department during the upcoming semester.

C. On forms provided for this purpose, a copy of which is attached as Addendum A, full-time faculty shall advise their Department Chairs of their course and meeting times preference (inclusive of voluntary overload) for the upcoming semester within fifteen (15) days of being informed of the course and meeting time offerings set forth in paragraph A. A faculty member may submit preference forms to more than one department.

D. Subsequent to the receipt of course preference forms, if requested to do so in writing, Department Chairs shall meet individually with their faculty to discuss their course and meeting time preferences. Following all such meetings, or the waiver thereof, Department Chairs shall make recommendations, with the final decision made by the Dean of Academic Affairs, on which courses will be taught by the faculty of their departments. Such decisions shall be predicated on each faculty member's appropriate instructional experience, prior evaluations, professional background, stated course preference(s), years of service in the department, and credentials in relation to departmental course offerings. Faculty will be informed by Department Chairs of their preliminary course and meeting time assignments in writing.

E. Faculty members are encouraged to submit suggestions for new course offerings and schedule alterations for inclusion in the master schedule. These suggestions will be directed to the Department Chairs.

F. Upon unanimous vote of the faculty in a department, the requirements of course preference submissions may be waived for periods of up to one year. Ballots not returned on a timely basis to the Dean of Academic Affairs will be considered a vote for waiver of this requirement.

G. Adjunct faculty are not entitled to participate in the course "preference" process.

## Section 3. Chairperson/Coordinator Teaching Load

Teaching load for department chairpersons and for special projects are to be worked out in writing between the Association and Administration of the College for each year of this contract by April 15 for the following year. (See ADDENDUM "B")

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Section 4. Additional Professional Obligations

A. In addition to their classroom teaching obligation, full-time faculty shall be required to schedule and keep four (4) office hours each week subject to review and approval by the Dean of Academic Affairs. Faculty need to attend the first President's meeting each semester, a day of registration each semester, commencement and up to one day each semester for professional and/or faculty development and up to one day each semester for departmental organizational meetings.

B. In addition to their classroom teaching obligation, adjunct faculty shall be required to schedule and keep one office hour each week. For this purpose, adjunct faculty may conduct office hours by telephone or E-mail. Appropriate professional space as designated by the employer will be provided to the adjunct faculty for this purpose.

C. Professional Development - Adjunct faculty will be requested to participate in an appropriate professional development program as designed by a Labor-Management Committee.

D. The full-time faculty will participate in training on the College's management information systems (MIS) as part of their professional obligations. Adjunct faculty that are invited to participate in MIS training will be compensated for the training at a per diem rate to be agreed upon by the College and the Association.

Section 5. Credit-Free Courses

The following is the procedure for assignment and compensation of full-time faculty who teach credit-free courses as part of their regular load or for overload:

Full-time faculty members may volunteer to teach any credit-free course offered by Continuing and Professional Education which they feel they are qualified to teach. The Dean of Academic Affairs will determine if such an assignment is appropriate, after consulting with the Associate Dean of Continuing Education and the faculty member's Department Chairperson. The faculty member should participate in designing the course and in selecting course materials.

The following factors will be considered when equating a credit-free teaching assignment to a credit-bearing assignment:

A. Contact hours - Fifteen contact hours (750 contact minutes) will be the equivalent of one credit hour.

B. Preparation - two hours of preparation time for each contact hour will be considered normal. Additional preparation time may be allowed under special circumstances, with two hours of preparation being equated to one contact hour. Considerations which may warrant additional preparation time include, but are not limited to:

- course content
- special setup time
- preparation of special classroom materials
- special student advisement and/or evaluation

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- closeness of the course to one's own discipline and to courses being taught on a credit basis
- necessary meetings with business representatives and/or visitations to the business facility

An estimate of the amount of preparation time required for a course will be made by the faculty member prior to teaching the course for the first time. If this estimate exceeds two hours for every contact hour, the faculty member may request compensation for the additional preparation time. The faculty will be asked to justify the estimate and -- if the assignment is approved -- may be asked to maintain a simple log of the actual preparation time.

Compensation will be determined as follows:

1. There will be no additional compensation if the course (including any additional preparation time) is part of the faculty member's normal load.
2. If the course is in addition to the faculty member's normal load, payment (including compensation for any extra preparation time) will be as follows:
  - for credit-free Continuing Education courses, faculty will be paid at their overload rate.
  - for credit-free professional courses, faculty will be paid the rate paid outside consultants (less 20% for benefits) or their overload rate, whichever is greater.
  - payment will be made at the time of the normal overload pay.
3. Reimbursement for travel will be the same as for credit courses.

Section 6. On-line/Distance Learning

A. Participation in distance learning or on-line teaching is voluntary. Faculty who do not volunteer cannot be adversely affected. There will be no reduction in College faculty and staff directly related to the College's participation in asynchronous learning.

B. Faculty who agree to develop a course will agree to offer it twice within a two-year period. If the faculty and the College both agree that the course should not be offered a second time, the course may be discontinued.

C. The College will make a good faith effort by advertising and other means to see that reasonable class size is maintained.

D. The College will provide faculty members who participate with an appropriate computing device in consultation with appropriate faculty and approval of the administration.

E. The College will provide faculty members who participate with the appropriate training and technical support as proposed and contractually agreed upon by both the College and faculty member using Form DLC. Faculty members who are teaching new online or blended courses will be required to attend appropriate training sponsored by the **SUNY Learning Network in the semester**

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**before the class is offered.** Evidence of this training must be provided when Form DLC is submitted for payment. See ADDENDUM "D" for DLC form.

F. The College will provide faculty members who participate with the required software to teach the course and it will be installed at least four months prior to the course start date.

G. When a faculty member offers an online or blended course, the faculty member shall for the first two offerings, be subject to peer and student evaluations as developed by the Academic Senate Instructional Resources Committee, in consultation with the campus Instructional Designer pursuant to Addendum D, and approved by the Dean for Academic Affairs.

H. The College will provide faculty members who participate a monthly allowance up to \$50 per month for an Internet Service Provider (ISP) and telephone line fees (if applicable due to physical location of the home and the location of the ISP), as long as the course is taught.

Section 7. Copyrights, Patents, Intellectual Property and Privacy Rights

A. The College recognizes as part of the institutional educational mission the publication of certain kinds of materials which may be germane to educational processes or that may be classified as scholarly work. The College also recognizes and encourages the right of faculty to exercise individual initiative in creating materials which meet copyright specifications and which may generate royalty income for the creator when marketed.

B. It should be emphasized that this policy does not affect the personal ownership rights of faculty to books or other materials not specifically commissioned by the College or the preparation of which were not assisted in any significant way by a third party sponsor or the College. The creator is free to contract for publication, copyright his products in his own name, and receive royalties resulting from sales, providing the initiative for the work came from him and the College did not provide a significant portion of the resources utilized in production of materials, including grants, or contracts administered by the College (Form DLC attached as ADDENDUM "D").

C. Materials Subject to Copyright or Patent: shall be as provided by law.

D. Rights to Copyrightable Materials:

1. Individual effort: Any individual who produces copyright eligible material as the result of individual initiative and without the significant assistance, support or sponsorship of the college shall retain full right of ownership, control, use, and disposition over the material, use, and disposition over the material. The individual shall be solely responsible under such circumstances for determining whether to copyright the material.

2. College Supported Individual Effort: If the college provides significant support or assistance for an individual in producing materials eligible for copyright such as, but not limited to, the creator's use of college funds, equipment, facilities, materials, staff services, or other resources without personal charge to the individual, ownership of rights in the material shall reside with the college unless a shared ownership agreement is negotiated at the beginning of each project using Form DLC. Attached as ADDENDUM "D".

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3. College Sponsored Effort: Ownership rights in college sponsored materials shall be vested in the college subject to the conditions set forth in this statement of policy or agreement. Materials are college sponsored if the individual has been commissioned in writing by the college or otherwise assigned to develop the materials and, in their production, has been authorized release time for which the individual will receive compensation from the college funds, including grant and contract funds administered by the college as agreed upon in Form DLC. Attached as ADDENDUM "D".

Section 8. Use of Email

A. Electronic mail ("email") shall not be used to send employees counseling memoranda, letters of reprimand and /or Notices of Unsatisfactory Service. If email is used to communicate an assignment to a faculty member, the faculty member shall be furnished a "hard copy" of such email immediately.

B. The College will not monitor the content of information transmitted over the College email absent an investigation of a specific complaint about the appropriateness of the contents.

C. The College and Association will mutually act to safeguard the privacy of communications by limiting distribution to the extent possible to the sender and recipient.

Section 9 Work Year

The ten month "work year" will begin one week prior to the start of Fall classes and end ten (10) months following that date.

**ARTICLE IV**  
**PROFESSIONAL DEVELOPMENT**

Section 1. Professional Development

The employer will provide a fund during each year of this contract for professional development administered by the Dean of Academic Affairs. Past practice regarding substitute instructors will continue. All such development travel must have the prior approval of the President of the College or his/her designee.

The professional development fund provided shall be in an amount not less than \$25,000, in the academic year for seminars, conferences and educational assistance.

Application Procedure:

- a) Persons desiring Professional Development funds (PDF) must complete the standardized PDF application form and forward to the Department Chair and Dean of Academic Affairs.
- b) Reimbursement for allowable expenses upon return from professional travel is subject to College travel policy.

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Departure from the policy to allow proper representation for the College in certain circumstances may be approved by the Dean of Academic Affairs.

Section 2. Full-time Faculty Professional Development Leave

One year leaves of absence for professional development shall be granted without pay. Each full-time faculty member on leave is guaranteed seniority and position upon return to Ulster County Community College. Full-time faculty members will continue to accrue salary increases while on leave; however, no other benefits shall accrue to a full-time faculty member while on such leave. While on such leave the faculty member may continue health insurance benefits at the member's own expense. All leaves shall be subject to the approval of the Board of the Trustees of Ulster County Community College.

Section 3. Other Leaves

Leaves of absence for other than professional development may be granted by the Board of Trustees of the College. Each full-time faculty member on leave is guaranteed seniority and position upon return to Ulster County Community College. No salary increases or benefits shall accrue to a faculty member while on such leave; however, those individuals who are granted a medical leave will have their salary adjusted upon their return to full-time status in accordance with salary increases given to other members of the bargaining unit. While on such leave the faculty member may continue health insurance benefits at the member's own expense.

**ARTICLE V**  
**OTHER BENEFITS**

Section 1. Life Insurance

The employer shall provide, without cost to the full-time faculty members, group life insurance protection providing payment to the faculty member's designated beneficiary an amount equal to three times the member's annual salary. Provided the approval of the carrier can be obtained, faculty members will be allowed to purchase, through payroll deductions, additional amounts of group life insurance for themselves.

Section 2. Liability Protection

The employer will provide, without cost to faculty members, a minimum of \$1,000,000.00 comprehensive liability insurance for each covered occurrence or accident resulting from the assigned or authorized duties of the position on or off campus.

Section 3. Retirement Programs

A full-time faculty member must join the New York State and Local Employees' Retirement System, the New York State Teachers' Retirement System, or the Teachers' Insurance Annuity Association. The employer agrees to make full contribution as required by law.

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Section 4. Health Insurance

A. Declination of Coverage

Those full-time faculty members who have health coverage elsewhere may elect not to be covered by the health plan options provided by the College; the College will pay \$2,000 yearly. Those who elect not to use the College's health insurance coverage will receive the \$2,000 through four quarterly payments (i.e., \$500 each in September, December, March and June). Faculty members may elect to return to the Health Insurance Coverage on the first day of any month next following a 5 day advance notice.

B. Basic Coverage

1. The College will provide for a health, dental and vision care plan providing benefits that are comparable to or greater than the benefit levels in effect as of January 1, 2014.
2.
  - a. Effective January 1, 2007, full-time faculty who select dependent care coverage under the Participating Provider or Basic Medical Programs under the New York State Health Insurance Program, or a comparable indemnity plan provided by the College, will pay 10% of the annual premium rate over ten months (September through June) pursuant to a payroll deduction plan. Employees hired on or after October 1, 2014 shall pay 20% of the annual premium. Faculty who select individual coverage will pay 10% of the annual premium rate for ten months pursuant to a payroll deduction plan. Employees hired on or after October 1, 2014 shall pay 20% of the annual premium.
  - b. The College will continue to provide HMO options provided through the Empire Plan subject to any deductibles set by the HMO.
  - c. Effective January 1, 2007, the employee portion of the premium for individual or dependent care will be increased to 10% of the cost regardless of the HMO plan selected.
3. Full-time faculty members will not be required to contribute to the premium costs of the dental or vision care plans that are part of the existing health insurance plans.
4. The Association and College agree to meet on an annual basis to review the existing health insurance plans. The Association and College may in this meeting, when mutually agreeable, agree to modify the plan benefits and deductibles.
5. The College shall continue to permit faculty members who have served at least 10 years and who subsequently retire to continue health insurance coverage. The College shall pay 50% of the premium cost and the retiree shall pay 50% of the premium cost. For anyone hired on or after October 1, 2014, the College will no longer pay any health insurance premiums for the retired faculty members spouse. The spouse may choose to participate in the College's health plan at his or her own expense.
6. The parties agree that the College shall have the right to substitute through a carrier of its choice (or become self-insured) for the health insurance coverage indicated in the paragraph above, providing benefits that are comparable to or greater than the benefit levels provided by the current plan described in paragraph B(2). In doing so, however, the College

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will provide the Association with at least 90 days notice of the effective date of such change. The Association shall review and study any changes to the benefits of said proposed plan.

7. Adjunct faculty will be entitled to enroll in the College health insurance program at the full cost to the adjunct faculty member. The adjunct faculty member who opts for insurance will be subject to the same deductibles as other faculty.

8. The College will provide an Employee Assistance Program (EAP) through Ulster County at no cost to the member.

C. Flexible Benefits Plan

The College will make available a flexible benefit program pursuant to Internal Revenue Code §125 in the maximum amounts allowable by law.

Section 5. Sick Leave

Full-time faculty shall earn sick leave at a rate of twelve (12) days per academic year. Sick leave shall be credited at the beginning of each academic year with accumulation up to 165 days, and faculty members will receive a monthly accounting of their accumulations. The administration may require a doctor's certificate after five (5) days absence. Faculty will attempt to hold "make-up sessions" for classes missed because of a sick-leave occurrence. The faculty member who makes up missed classes will be recredited with the sick leave deducted for the original occurrence.

Section 6. Adjunct Faculty Leave Credits

A. Adjunct faculty who are unable to complete their teaching assignment because of an emergency or other unavoidable circumstance may with the advance approval of the Department Chair and Dean of Academic Affairs, make arrangements for another adjunct faculty member to cover their teaching assignments.

B. Adjunct faculty will have the opportunity for paid sick leave of one hour each semester for each credit hour taught. This leave will not be accumulated and will not be paid out upon severance. Adjunct faculty will attempt to hold make-up sessions for classes missed because of a sick leave occurrence.

Section 7. Sick Leave Bank

Faculty members may contribute two (2) days from their sick leave accumulation reserve at the beginning of each of the first three (3) years of service at Ulster County Community College, and the employer will contribute one (1) day, for a total of three (3) days per faculty member per year, a total of nine (9) days for the three-year period. These days will be placed in a "sick leave bank" which shall be established to aid faculty members who suffer prolonged illness and whose sick leave accumulation has been exhausted. This sick leave bank shall accumulate to a maximum total of 500 days.

A faculty member with three (3) years or less in the unit may be permitted, on written application and adequate justification, to draw up to forty (40) days against the bank after the member's own accumulation has been exhausted.

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A faculty member with more than three (3) years of service in the unit may be permitted, on written application and adequate justification, to draw up to ninety (90) days against the bank after the member's own accumulation has been exhausted.

Faculty members with more than three (3) years of service in the unit are entitled to contribute up to three (3) days of their sick leave during each year of this contract toward the sick leave bank. Only faculty members who have contributed to the sick leave bank shall be entitled to draw therefrom.

The executive committee of the Association and the Coordinator of Personnel Services will assist in the administration of this sick leave bank.

Section 8. Personal Leave

Full-time faculty members shall be entitled to five (5) days personal leave without loss of pay during each ten-month academic year. Notification of intended use of personal leave must be received by the Dean of Academic Affairs within 48 hours in advance of leave time except in case of emergency. Faculty will attempt to hold "make-up sessions" for classes missed because of personal leave; the faculty members making up missed classes will be recredited with the personal leave for the original occurrence.

Section 9. Parental Leave

Unpaid parental leaves shall be granted by the President of the College for a period not to exceed one academic year. While on such leave the faculty member shall have the right to continue health, life and disability insurance benefits at the same rates and with the same contributions as other full-time faculty for twelve weeks. Upon recommendation of the President, the Board of Trustees may grant extensions of such leave.

Section 10. Family Medical Leave Act

Paid leave will be considered towards satisfying the College's obligation under the Family Medical Leave Act. Leave under the Family Medical Leave Act cannot be pyramided with other leave. The College may require an employee to use paid leave towards satisfying the College's obligation under the Family Medical Leave Act.

Section 11. Jury Duty and Court Appearances

Any full-time faculty member scheduled for jury duty, or for whom it is necessary to appear as a witness in Court or at a hearing before a governmental agency, shall be excused from professional responsibilities, without loss of pay or leave credits, to allow such participation. Any compensation received during this period of excused civil service shall be remitted to the College by the faculty member.

Section 12. Promotion Procedure

The Dean of Academic Affairs will solicit and accept applications for promotion from qualified faculty during each spring semester. He/she will forward these applications to the appropriate committee of Department heads for their recommendations to him or her.

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The Dean of Academic Affairs will submit the committee recommendations along with his/hers to the President of the College. The President of the College will then submit said recommendations to the Board of Trustees with his/her recommendation for their approval or disapproval.

If at any point in this process an application is not approved, the disapproving party shall within fifteen (15) days, supply the individual with a written justification for this disapproval.

The President may forward up to a maximum of eight promotions each year during the term of this agreement. In addition, merit promotions may be recommended by the President.

One week prior to the Board of Trustees meeting when promotions will be considered, all applicants shall be notified of whether their application will be considered by the Board.

Each promotion from one rank to another will be accompanied by an increase in salary in accordance with the following schedule:

	EFFECTIVE
	9/1/04
Instructor to Assistant Professor	\$2825
Assistant Professor to Associate Professor	\$3350
Associate Professor to Professor	\$3875

All promotion decisions shall be announced by the Dean of Academic Affairs within fifteen (15) days of the Board action. In making promotion decisions, the College shall consider criteria related to the faculty member's job description and follow the Board Policy presently in effect. Criteria for promotion will be established jointly by the parties and will be published in the College Handbook and Rules and Regulations.

Section 13. Adjunct Faculty Longevity

Adjunct faculty hired as a Level I Instructor and satisfactorily completes 23 credit hours of teaching at the College shall be moved to Level II Instructor on the compensation scale. Thereafter, at Level II Instructor who satisfactorily completes 47 credit hours of teaching at the College shall be moved to Level III Instructor on the compensation scale. A Level III Instructor who thereafter satisfactorily completes 71 credit hours of teaching at the College shall be moved to a Level IV Instructor on the compensation scale.

Section 14. Sabbatical Leave

A. Provided an adequate number of candidates apply for and meet the duly established criteria, up to four full-time faculty members may be granted sabbatical leave in each year of this contract. Upon request, the Association will be provided access to sabbatical applications.

B. Payment During Sabbatical Leave

1. Half (½) salary for one full year, or full salary for half (½) year.
2. Negotiated increases shall accrue during leave.

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Section 15. Full-time Faculty Long-Term Disability

The employer will provide the total premium cost of long-term disability insurance for full-time faculty. The vendor of this insurance will be determined by the College provided the conditions and coverage are equal to or exceed the policy currently in force.

Section 16. Termination Due to Budget or Program Curtailment

A. The services of any member of the faculty may be terminated in the event of financial or program retrenchment. If the President anticipates that such retrenchment may be necessary, he shall consult with the appropriate Department Chairperson and two officers of the Association concerning the policy to be followed in the reduction of staff; and in cases where reduction of staff is necessary, the faculty member involved shall receive notice as far in advance as possible.

B. For the purpose of this Article, seniority shall be defined by the years of service in the department.

C. Should the retrenchment of faculty with probationary or continuing appointments be necessary, all adjunct faculty in the department affected will be laid off first followed by the lay-off of all full-time temporary faculty in the department affected, followed by the layoff of all full-time probationary faculty in the department affected, followed by the layoff of faculty with continuing appointments in the department affected. Retrenchment of faculty with probationary or continuing appointments in the department affected shall be made in inverse order of seniority provided a faculty member has the qualifications to teach the courses to be taught or to perform the other duties required.

D. Any faculty member who is retrenched shall have no displacement prerogatives outside the department where the lay-off occurred. In the event that a full-time faculty member's position is eliminated through retrenchment in that faculty member's department, the faculty member shall be given priority consideration for adjunct assignments and then existing vacant positions in other departments, provided the faculty member is qualified.

E. If within two (2) years the position from which a faculty member with probationary or continuing appointment was retrenched is re-established or a vacancy occurs within the bargaining unit for which the retrenched member is qualified and the College elects to fill the position, the College will offer such position to the retrenched faculty in inverse order of retrenchment. Refusal of such an offered position shall terminate the retrenched faculty member's recall entitlement hereunder.

F. Faculty on approved leaves of absence, sabbatical leaves, or assignment to another department, shall continue to accrue seniority in their own department.

Section 17. Academic Freedom

As a member of the community, the faculty member has the rights and obligations of any citizen, and measures the urgency of these obligations in the light of the responsibilities of a citizen engaged in a profession that depends upon freedom for its health and integrity. The faculty member has a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

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Section 18. Academic Calendar

Copies of all proposed academic calendars for each year shall be submitted to the Association for its recommendation at least one month prior to the date when the final calendar is to be selected.

Section 19. Class Size

Maximum class size shall be recommended to the President by the Dean of Academic Affairs after consulting with the Department Chairperson, and the Association.

Section 20. Course Preparations

There shall be a maximum of three preparations per semester "on load." In the event that additional preparations are necessary in order to construct a full-time load, the affected faculty member will receive a stipend equal to one semester hour at the applicable overload rate for each additional preparation.

In implementing this section the parties agree to continue to abide by the provisions contained in the Letter of Agreement dated August 22, 1991 which is attached as ADDENDUM "C" and made a part of this Agreement.

Section 21. Service on College Committees

Service on College committees by full-time faculty members is essential. The Association will encourage service on such committees by its membership. Service on committees will continue to be considered for all promotion decisions.

Section 22. Summer Session Contract Protections

The tentative summer session schedule of course offerings and staffing shall be published by April 1st. Final assignments will be made subject to enrollment after registration.

Section 23. Access to Personnel Files

There shall be one personnel file maintained by the administration which may be seen at a mutually agreeable time by the faculty member. Confidential reference letters contained in the file will not be reviewed by a faculty member. The faculty member shall have the right to photocopy, at the member's own expense, the contents of the file, except confidential reference letters. The personnel file shall not leave the custody of the College administration.

Section 24. Election of Department Chairpersons

Department Chairpersons will be elected by a written procedure devised by the President. The normal term for Department Chairpersons shall be for a period of two (2) years. A period of other than two (2) years must have the approval of the Association. Department Chair for Nursing will not be elected but appointed by the President.

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Section 25. Office Space and Equipment

The Association will be provided with office space. The Association will bear the expense of phone installation and maintenance.

Section 26. Meeting Time and Use of Facilities

The Association will be granted one meeting a month to be scheduled on the College calendar. A room will be provided by the College to hold such meetings. Additional meetings at the College must have the approval of the President or his designee. Such meetings do not excuse faculty members from their normal scheduled duties. The College will provide the Association with a bulletin board, reasonable use of the College mail service and use of copying machines, computers and peripheral equipment when not in use and subject to the approval of the Dean of Administration.

Section 27. Access to Information

The President of the College shall make available to the Association, upon request, any and all available information, statistics and records relevant to negotiations or necessary for the proper enforcement of the terms of this agreement which are reasonably and normally considered public.

Section 28. Tuition Waiver

A. Tuition for credit and credit-free courses offered by Ulster County Community College will be waived for benefited faculty, half-time or more, as currently provided for by Board of Trustees policy and established tuition waiver guidelines. Full-time faculty members shall have tuition waived for credit bearing courses for their spouse and resident dependent children.

B. Adjunct faculty members covered by this agreement are eligible to have tuition waived for one credit-bearing course during the semester of teaching. Credit-free and spouse/dependent tuition waivers are not permitted for adjunct faculty.

C. Consistent with the policies of the State University of New York, the College shall continue to cooperate in obtaining tuition assistance for faculty members who pursue studies at the State University of New York's state operated campuses.

Section 29. Professional Positions

A. Notice of Vacancies

Notice of each vacancy in bargaining unit positions (acting, temporary or permanent) shall be sent via email to the President of the Association and e-mailed to all members of the Association. Faculty members shall be given equal consideration in filling such vacancies.

B. Opportunity for Joint Meeting and Recommendation

At such time as persons are being interviewed for positions on the faculty, an opportunity for a joint meeting involving the candidate(s), Department Chairperson and faculty of the appropriate department will be provided. The recommendation of each faculty member will be submitted to the Department Chairperson and the College.

C. Recruitment Qualifications

Faculty from a department shall be given the opportunity to participate in the development of the educational and experiential qualifications for all vacant faculty positions in the department. The posted qualifications should be those minimum qualifications necessary for consideration for continuing appointment. If an individual is employed for a term or probationary appointment who does not meet the minimum qualifications necessary for consideration for continuing appointment, the initial letter of appointment shall clearly state the education and experience that must be developed during the probationary period to be considered for continuing appointment.

Section 30. Physical Examination

When physical examinations and laboratory tests are required by law as a precondition to teaching, the College will pay the cost of such examinations and tests less the amount provided for such examinations and tests by the health plan under which the employee is covered.

Section 31. Bereavement Leave

Eligible employees shall normally be granted the use of up to five (5) days sick leave or personal time to arrange for and attend a funeral in the event of a death in the immediate family. Immediate family here to include (for this section only), spouse, life partner, children, step-children, mother, father, step-mother, step-father, brother, sister, grandparent, grandchild, mother or father in-law, son or daughter in-law of the employee, or any person who is an actual member of the employee's household. Employees may apply to the President to use one (1) additional sick day in cases of long travel requirements.

**ARTICLE VI**  
**EVALUATION PROCEDURE**

A. The objectives of the evaluation process are:

1. To maintain a high quality of instruction and department administration.
2. To improve the performance of the faculty member being evaluated.
3. To encourage faculty to seek and use opportunities for professional growth and development.
4. To gather information that may be used in the processes relating to the promotion and retention of faculty.

B. Evaluation of all faculty

1. The evaluation process will include a self-evaluation, peer review (including classroom observations), and student ratings. Alternative processes may be developed by the team and, if approved by the Dean of Academic Affairs, implemented.
2. Teaching effectiveness is the major factor to be considered in the evaluation process. Course content, objectives, and evaluation methods, as well as faculty-student

interaction are among the criteria to be reviewed. Contributions to the instructional unit as a whole, student advisement, curriculum development and improvement, professional development and College-wide service will be considered.

3.a. Full-time faculty who do not hold continuing appointment shall be evaluated annually. Faculty who hold continuing appointment will be evaluated every fifth year; an additional follow-up self-evaluation of progress made on the professional development recommendation(s) of the Dean of Academic Affairs will be submitted to the Dean and Department Chairs within the third year following the formal evaluation.

b. Adjunct faculty will be evaluated at least once each academic year using general criteria based on classroom teaching observation and student feedback. The criteria and means of administration will be determined by the Department Chair. After ten (10) semesters, adjunct faculty will be evaluated once every five years or upon the adjunct's request.

4.a. For full-time faculty who do not hold continuing appointment, an evaluation team will be established by October 1 of the evaluation year (March 1 for those employed beginning with the Spring term or for faculty who, upon request, have been permitted by the Dean of Academic Affairs to defer their evaluation to the spring semester) for each faculty member being evaluated. It will be composed of one full-time faculty member (preferably one with continuing appointment) selected by the individual being evaluated, one selected by the faculty of the department in which the individual being evaluated holds appointment, and the Department Chair. If the full time faculty member teaches in a department outside of the one he/she holds appointment, the Department Chair of the outside department will be on the evaluation team. Student ratings can be reviewed by both Department Chairs. Changes in the composition of the committee must be approved by the Dean of Academic Affairs and the President of the Association. The Department Chair may, with prior notice, observe any faculty member's class in his/her department. The Dean of Academic Affairs may observe any class at any time with prior notice.

b. Each team shall, in consultation with the faculty member being evaluated, develop written criteria and methods of evaluation and submit them to the Dean of Academic Affairs and the individual being evaluated by October 10 (March 10).

c. In the second through fifth years of employment, the probationary faculty member will prepare a self-evaluation based on the criteria developed by the committee and submit it to the Evaluation Committee chair by October 25 (March 10).

d. The team will provide a written preliminary report of its observations to the individual being evaluated not later than November 25 (April 25).

e. The team will meet and discuss its observations with the faculty member being evaluated and, following that meeting, prepare a written report to be submitted to the Dean of Academic Affairs and the individual being evaluated not later than December 1 (May 1). The report will include the committee's observations, methods, and recommendations. If there is lack of consensus, committee members may write separate reports.

- f. The Department Chairs will also submit an assessment on the faculty member's "faculty-student interaction," contributions to the instructional unit, student advisement, curriculum development and improvement, professional development and College-wide service.
  - g. The faculty member being evaluated may reply in writing to the report with copies of the response delivered to the Dean of Academic Affairs not later than January 1 (June 1). The response will be attached to the team's report.
  - h. The Dean of Academic Affairs will meet with the faculty member being evaluated not later than January 25 (June 15) and inform the individual of professional development recommendations. For probationary faculty, the recommendation to the President concerning reappointment, termination, non-renewal, or continuing appointment will be no later than January 25 (June 15).
  - i. The President will by February 1 (July 1) provide probationary faculty being evaluated, the Dean of Academic Affairs, the Evaluation Committee, and the President of the Association with a copy of the recommendation to the Board of Trustees.
  - j. If the President of the College has recommended termination, the faculty member has the option of requesting a re-evaluation. To initiate this, the faculty member must submit to the President by February 10, (July 10) a written statement of desire for re-evaluation and reasons why such re-evaluation is warranted. Within five working days of receipt of the request for re-evaluation the Dean of Academic Affairs shall appoint six members (fifty percent of whom may be members of the original evaluation committee) of a seven member evaluation team. The seventh member will be selected by the faculty member being recommended for termination.
  - k. The re-evaluation team will develop written criteria and methods of re-evaluation. By March 15 (October 15) the committee will deliver copies of its report on the re-evaluation to the Dean of Academic Affairs and the person not recommended for reappointment. The individual may reply to the report in writing not later than March 20 (October 20).
  - l. Recommendations will be made in writing by the Dean of Academic Affairs to the President not later than March 25 (October 25) with copies to the individual being re-evaluated, the committee and the President of the Association.
5. Student ratings for Full-Time Faculty:
- a. Probationary faculty will have student ratings of instruction completed in all courses in one of the semesters each year during their probationary term.
  - b. Faculty with continuing appointment will have student ratings of instruction completed in all courses in one of the semesters during the year in which they are evaluated and during one semester of the third year following the evaluation year.
  - c. A standardized evaluation form will be selected by a committee consisting of two faculty members selected by the Association and the Dean of Academic Affairs. The

committee may agree to modify the standardized evaluation form. If an agreement on a proposed modification is not reached, the existing instrument will continue to be used until an agreed upon instrument is substituted.

d. The instrument will be administered and returned in an anonymous manner to the Dean of Academic Affairs. The forms will be scored. Copies of the data will be made available to the faculty member, the Department Chair and the Dean of Academic Affairs.

e. In no event will student ratings be introduced as evidence in a termination proceeding for a faculty member with continuing appointment.

C. Evaluation of Department Chairs

Department Chairs will be evaluated on the performance of their administrative duties in the Fall of the second year of each term. Department Chairs will be evaluated by the Dean of Academic Affairs and the faculty within the department. A copy of the Dean's recommendations will be given to the President. A standard evaluation form for use by the faculty will be devised by the Dean of Academic Affairs and the President of the Association in consultation with Department Chairs.

**ARTICLE VII**  
**APPOINTMENTS TO FULL-TIME PROFESSIONAL STAFF**

**Section 1. Temporary Appointments**

A. Temporary appointments are made to positions not expected to be permanent. Such appointment(s) are for fixed terms not in excess of one (1) academic year.

B. A full-time temporary appointment is defined as an appointment of a faculty member with an instructional assignment of more than eleven (11) semester contact hours for the period of appointment.

C. Faculty holding full-time temporary appointments shall be entitled to all benefits made available to probationary appointments except as expressly modified by this agreement.

D. Up to two years of time served by faculty under full-time temporary appointments who thereafter receive probationary appointments shall be considered time under a probationary appointment in determining probationary/continuing appointment status.

E. A faculty member may not be employed under more than two (2) consecutive full-time temporary appointments.

**Section 2. Probationary Appointments**

A. All faculty members will serve a probationary period of not more than five (5) years (exclusive of leaves) prior to being granted continuing appointment. However, the probationary period for transferees from other institutions of higher education within the State University of New York, in which tenure had been achieved, shall be reduced by years of tenured service at such institutions, up to a maximum of two (2) years.

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B. Faculty members on probationary status whose appointments are renewed from year to year, will be granted continuing appointment upon renewal of their appointments beyond their probationary period.

C. All faculty members who are granted continuing appointments shall hold their respective positions during good behavior and competent and efficient service.

**ARTICLE VIII**  
**NON-RENEWAL, DISMISSAL, & VOLUNTARY TERMINATION**  
**OF FULL-TIME FACULTY**

**Section 1. Non-Renewal of Probationary Faculty**

A. Probationary faculty whose appointments are not renewed shall be so informed in writing as soon as possible, but not later than April 1, prior to the effective date of non-renewal for the Fall semester, and November 1, for the Spring semester.

B. The non-renewal of probationary faculty is not subject to review under the grievance procedure. However, such faculty in the event of non-renewal at the end of their fourth or fifth probationary year shall, upon request, be provided with a written explanation of the decision of the College and shall, upon written request, be afforded a hearing before a committee of the Board of Trustees.

**Section 2. Dismissal of Faculty With Probationary or Continuing Appointment**  
**(Termination Other Than Non-Renewal)**

A. Dismissal of a probationary faculty member shall be on thirty (30) days notice or pay in lieu thereof. Dismissal of a temporary faculty member shall be on five (5) days notice or pay in lieu thereof.

B. Dismissal of a faculty member with continuing appointment shall also be on thirty (30) days advance notice or pay in lieu thereof. Such action shall, however, be subject to review under the grievance procedure. If a faculty member with a continuing appointment initiates a grievance, it shall begin at stage 2 (Article IX D[2]). The salary and health insurance of a faculty member with continuing appointment affected by dismissal shall continue until the earlier of the end of the then current semester or when the grievance procedure is abandoned by the faculty member or is exhausted, in which latter event, it shall be subject to the arbitrator's award unless, in either event, the faculty member, the Association (if the representative of the faculty member in the grievance proceeding), and the College shall otherwise agree in writing. The College shall have the burden of proof in any dismissal case. The health insurance of a faculty member with continuing appointment will be continued until the arbitrator renders an award or the grievance is abandoned or exhausted.

**ARTICLE IX**  
**GRIEVANCE PROCEDURE**

A. Purpose - It is the policy of the College and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

10/8/14

**B. Definitions -**

- 1) A "Grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application.
- 2) A "Teacher" is any person in the unit covered by this agreement.
- 3) An "Aggrieved Party" is the teacher or group of teachers who submit a grievance or on whose behalf it is submitted, or the Association.

**C. Submission of grievance -**

- 1) Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
- 2) Each grievance shall be submitted in writing on a form approved by the College and the Association and shall identify the aggrieved party; the provision of this agreement involved in the grievance; the time when and the place where the alleged events or conditions constituting the grievance existed; if known, the identity of the person responsible for causing such events or conditions; a general statement of the grievance; and redress sought by the aggrieved party.
- 3) A grievance shall be deemed waived unless it is submitted within twenty-one (21) calendar days after the Aggrieved Party knew or should have known of the events or conditions on which it is based.
- 4) A teacher or group of teachers may submit grievances which affect them personally and shall submit such grievances to the Dean of Academic Affairs. The Association may submit any grievance.

**D. Grievance Procedure -**

- 1) The Dean of Academic Affairs shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the Dean of Academic Affairs or if no response is received within one calendar week after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the President.
- 2) The President or designated representative and a committee appointed from the Board of Trustees shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of their position with respect to it no later than two weeks after it is received by the President.
- 3) In the event the Association is not satisfied with the determination with respect to a grievance in D 2), it may, within twenty-one (21) calendar days after receiving the determination, refer the grievance to arbitration by a written demand for arbitration forwarded to the President.

10/8/14

E. Arbitration -

1) Arbitrations under this Section shall be heard by one of the arbitrators, who shall serve in rotation in the order named and according to the procedure described below:

Jay Siegal  
Ira Lobel  
Jeffrey Selchick

When a demand for arbitration has been filed with the President of the College, representatives of the parties shall contact the next arbitrator scheduled to serve in order to arrange a hearing date. The parties have the option of contacting the next arbitrator in the event that the selected arbitrator cannot provide a date within ninety (90) days.

2) The arbitrator's decision will be in writing and will set forth his findings, reasonings and conclusions on the issue submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The arbitrator shall have no power to alter, add to or detract from the provisions of the agreement. The decision of the arbitrator shall be final and binding upon both parties.

3) The cost of all proceedings, including arbitration, will be borne equally by the College and the Association.

4) The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available, unless otherwise permitted by law.

**ARTICLE X**  
**MISCELLANEOUS PROVISIONS**

**Section 1. Changes to This Agreement**

Subject to the provisions of Chapter 392 of the Laws of 1967, this agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.

**Section 2. Conflicts With Law**

If any provisions of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

10/8/14

Section 3. Legislative Action

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

Section 4. Equal Opportunity

Ulster County Community College is an equal opportunity employer and shall not discriminate against any person because of race, color, religion, sex, age, marital or parental status, sexual preference, handicap, or national origin in any term or condition except as such condition may constitute a bona fide occupational or assignment qualification.

Section 5. Meeting Minutes

One copy of minutes of Board of Trustees meetings shall be provided to the President of the Association when the minutes are prepared.

Section 6. Reprisals

There will be no reprisals of any kind taken against a faculty member by reason of membership in the Association or participation in any of its activities.

Section 7. Labor Management Committee

To facilitate communications between the parties and to promote a climate conducive to constructive relations between the College and the Association, conferences between the presidents and/or designees of the College and the Association may be held at the request of either party to discuss matters of mutual concern. Arrangements for such meetings shall be made in advance and shall be held at reasonable hours as mutually agreed upon by the parties. No provision of this section shall in any manner be used to alter the terms of this agreement, nor shall it in any way abrogate the rights and obligations of either party to the agreement.

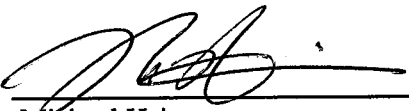
Section 8. Labor-Management Subcommittees

Labor-Management Subcommittees will be established on the request of either party, to alter or enhance this agreement or to discuss issues of mutual concern including but not limited to the creation of a due process judicial proceeding, the reorganization of academic affairs, and advisement training.

10/8/14

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in the following manner:

COUNTY OF ULSTER

By:   
Michael Hein

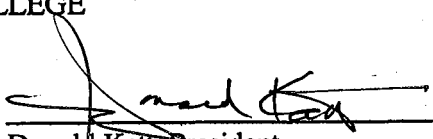
DATE: 12/2/14

ULSTER COUNTY COMMUNITY  
COLLEGE FACULTY ASSOCIATION

By:   
Robert Pucci, President

DATE: 10/8/2014

ULSTER COUNTY COMMUNITY  
COLLEGE

By:   
Donald Katt, President

DATE: 10/18/14

**ADDENDUM "A"**  
**ULSTER COUNTY COMMUNITY COLLEGE**

20\_\_\_\_ Semester Course Preference Form

This form is to be completed by each full-time faculty member and returned to the Department Chair.

**PART I COURSE PREFERENCES(S)**

A. Listed below are the course(s) that I prefer to teach during the \_\_\_\_\_ semester; by check

( ) I have noted the course or courses I would like to teach on a voluntary overload basis if such assignments are available.

<u>COURSE NUMBER</u>	<u>Section Number</u>	<u>Schedule Day/Time</u>	<u>VOLUNTARY OVERLOAD ASSIGNMENT ( )</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

B. Meeting with Department Chairperson (check one)

\_\_\_ I wish to have a meeting with my Department Chair to discuss my (Spring, Fall) semester course preference(s).

\_\_\_ I do not wish to meet with my Department Chair to discuss my (Spring, Fall) semester course preference(s).

**A.PART II COURSE SCHEDULE PREFERENCE**

My preference(s) and the reasons therefore in regard to the meeting days and/or times for the courses to which I will be assigned during the \_\_\_\_\_ semester are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

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

## ADDENDUM B

Pursuant to the Provisions of Article III, Section 3, the College and the Faculty Association agree that for the 2014-2015 Academic Year the teaching load for Department Chairpersons, Program Coordinators, and persons with special projects shall be as follows:

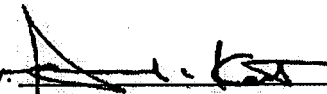
<u>Position</u>	<u>Reassigned Time 2014-2015</u>	<u>Total Release Time By Departments</u>	<u>Total Release Time by Department</u>
<b>Department Chairpersons</b>			
<b>Program Coordinators</b>			
<b>Art, Design, Music, Theatre &amp; Communication</b>	<b>15</b>		<b>Iain Machell</b>
Communications	3		TBA
Graphic Arts	3		Sean Nixon
Music	3		Chris Earley
Theatre	3		Stephen Balantzian
Visual Arts	3	<b>30</b>	Iain Machell
<b>Biological Sciences</b>	<b>15</b>		<b>Monika Baker Espinasa</b>
Environmental Studies	3		Monika Baker-Espinasa
Veterinary Technology	9		Beth Alden
Physical Education	2	<b>29</b>	TBA
<b>Business &amp; Professional Studies</b>	<b>15</b>		<b>Anita Bleffert Schmidt</b>
Accounting & Business Administration	3		Anita Bleffert-Schmidt
CISCO Academy	6		Karl Wick
Darlene Pfeiffer Center Entrepreneurial Studies	6	<b>30</b>	Mindy Kole
<b>Criminal Justice</b>	<b>15</b>		<b>James Truitt</b>
Police Academy	3		Thomas D'Amicantonio
Human Services	6	<b>24</b>	Deanne Schreiber
<b>English, Foreign Lang &amp; PHI (If Chair is not from English Department, this will be 15)</b>	<b>12</b>		<b>Dolores Quiles</b>
Developmental Program	6		Dolores Quiles
English-Collegian Program	3		Jennifer Kaufman
English Testing	3		Jennifer Kaufman
ESL	3		Dolores Quiles
Foreign Languages	3		Kathleen Bruegging
Individual Studies	3		Kathleen Bruegging

Sign Language	3		Deborah Mannello
Honors	3	<b>39</b>	Jennifer Kaufman
<b>Math, Sciences, ENGR &amp; TECH</b>	<b>15</b>		<b>Doug Furman</b>
Computer Science	3		John Sheehan
Engineering	1.5		Mark Stewart
Industrial Technologies	3		Sal Ligotino
Math (3 if person is dept. chair)	6		Maureen Nicholson
Math-Collegian Program	3		Doug Furman
Physical Sciences	3	<b>34.5</b>	Bob Cassidy
<b>Nursing</b>	<b>24</b>	<b>24</b>	<b>Jody Mesches</b>
<b>Social Sciences, EDU &amp; HUS</b>	<b>15</b>		<b>Miho Iwazaki</b>
Education Programs	9		Anne Davis
History/Political Science	1.5		Nichola Harris
Psychology and Sociology	1.5		Miho Iwazaki
Liberal Arts & Sciences: Humanities & Social Sciences	3	<b>30</b>	Miho Iwazaki
<b>Academic Senate Chair</b>	<b>6</b>	<b>6</b>	<b>James Truitt</b>

**\*Department chairs will be compensated three credit hours for Chair duties during the period of June 16-August 15.**

**\*\*Department Chairs receive half the normal load (unless special circumstances occur during their term in the department**

ULSTER COUNTY COMMUNITY  
COLLEGE

By: 

Donald C. Katt  
President

ULSTER COUNTY COMMUNITY COLLEGE  
FACULTY ASSOCIATION

By: 

Bob Pucci  
President

Date: 8/11/2014

Date: 8/11/2014

## ADDENDUM "C"

Letter of Agreement between Ulster County Community College and the Ulster County Community College Faculty Association to be appended to the 1990-1992 Collective Bargaining Agreement.

Subject: Determination of Course Preparations to implement Article V, Section 19.

The intent of this section is to compensate faculty for whom more than three preparations are "necessary in order to construct a full-time load."

At the time of the publishing of the schedule, the Dean of Faculty shall identify which courses make up the base load as defined in Article III, Section 1 and adjusted by any "reduced" load assignments. The Dean will also identify those courses which are identified as overload.

To determine if the adjusted base load includes more than three preparations, the following guidelines will be used:

1. Independent study, field work, internship supervision and similar courses that do not require prior preparation will not be included in the calculation of preparations.
2. A course will be counted only once if taught by the same faculty member even though that course may have many parts (e.g. Chemistry Lecture, Laboratory, and Recitation will be counted as one preparation if taught by the same instructor.)
3. For courses of less than three contact hours, credits will be "bundled" in three contact hour units.
4. Multiple courses taught in the same classroom at the same time shall be considered one preparation.
5. A faculty member may, through the Department Chairperson, present unique cases to the Dean of Instruction for consideration. The Dean's decision is final.

DATE: 8/22/91

/s/ Robert T. Brown  
Robert T. Brown

/s/ Charles A. Schenck  
Charles A. Schenck

/s/ Beatrice N. Capen  
Beatrice N. Capen

/s/ Barbara Sartorius  
Barbara Sartorius

## Compensation for Online or Blended Course Creation

Congratulations! You are now ready to develop an online course.  
Here is the checklist to receive compensation for your course.

1. Contact the Instructional Design office by email: [windleh@sunyulster.edu](mailto:windleh@sunyulster.edu) or phone 845-687-5295.
2. Look at the calendar of face to face and online workshop dates, please visit the website, <http://www.suny.edu/sunyTrainingCenter/slnlanding.cfm>
3. Look at the SLN website for the complete process of developing an online course at <https://support8.sln.suny.edu/section/default.asp?id=NOTERM-SLN-ANGEL101>
4. Complete the SUNY Learning Network (SLN) Online Course Training Program. This SUNY-wide training is sanctioned by the Faculty contract and is mandatory for you to receive compensation for developing your online course.

Faculty Name: \_\_\_\_\_

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

Name and Course Code # of Full On-line Course: \_\_\_\_\_

Semester the Course will be offered: \_\_\_\_\_ Payment: \_\_\_\_\_

Name and Course Code # of Blended Course: \_\_\_\_\_

Semester the Course will be offered: \_\_\_\_\_ Payment: \_\_\_\_\_

\_\_\_\_\_  
Signature of the Instructor Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of the Department Chair Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of the Dean of Academic Affairs Date: \_\_\_\_\_