

THE COUNTY OF COLUMBIA AND THE COUNTY OF GREENE, THE BOARD OF  
TRUSTEES OF COLUMBIA-GREENE COMMUNITY COLLEGE,

and

THE COLUMBIA-GREENE COMMUNITY COLLEGE FACULTY ASSOCIATION, NEW  
YORK STATE UNITED TEACHERS

AGREEMENT

SEPTEMBER 1, 2021 AUGUST 31, 2027

AGREEMENT, made as of the 1<sup>st</sup> day of September 2021 by and

between

THE COUNTY OF COLUMBIA and THE COUNTY OF GREENE (hereafter collectively "Counties"); THE BOARD OF TRUSTEES OF COLUMBIA-GREENE COMMUNITY COLLEGE (hereinafter the "Board," the "Counties," and the "Board," hereinafter collectively the "College"),

and

THE COLUMBIA-GREENE COMMUNITY COLLEGE FACULTY ASSOCIATION, NEW YORK STATE UNITED TEACHERS (hereinafter the "Association").

#### PREAMBLE

In order to effectuate the public policy of the State as expressed in the Public Employees Fair Employment Act (Taylor Law) and to encourage and promote harmonious and cooperative relationships between the Board, the Counties, and the Association; and

Whereas, it is the intent and purpose of the parties hereto set forth herein the agreements covering the compensation of other terms and conditions of employment to be observed between the parties hereto,

Now, therefore, it is mutually agreed to as follows:

#### ARTICLE I DEFINITIONS

- A. "Association" shall mean the Columbia-Greene Community College Faculty Association, affiliated with the New York State United Teachers (NYSUT).
- B. "College" shall mean the Columbia-Greene Community College.
- C. "Board" shall mean the Board of Trustees of Columbia-Greene Community College.
- D. "Counties" shall be defined as the Counties of Columbia and Greene.

- E. "Legislature" shall mean the Columbia County Board of Supervisors and the Greene County Legislature.
- F. "Instructional" faculty shall be defined as those full-time staff members whose primary responsibility is instruction and holding the academic ranks of Professor, Associate Professor, Assistant Professor, and Instructor.
- G. "Non-Instructional" faculty shall be defined as those full-time staff members holding the job titles of Librarian, Academic Advisor, and such other titles mutually agreed upon and holding the academic rank of Professor, Associate Professor, Assistant Professor, and Instructor.
- H. "Bargaining Unit" is defined as all full-time instructional and non-instructional faculty employed by the College as defined in "F" and "G" above.
- I. "Academic Rank" is defined as the status and title of Instructor, Assistant Professor, Associate Professor, and Professor as indicated in items "F" and "G" above.
- J. "Tenure" shall be defined as a full-time appointment by the Board for a continuing period which, once granted, shall not be affected by changes in rank and shall continue unless and until terminated pursuant to this agreement.
- K. "Days" shall mean "working days" unless otherwise specified.
- L. "Division Chairperson" shall apply to a faculty member appointed chairperson as one of the College's divisions.
- M. "Contract Hour" shall be defined as one credit hour of lecture instruction or contact hour of laboratory instruction.

- N. "Field Work Supervision" which includes independent studies, work studies, field studies, internships, and extemships shall be compensated on the basis of 13 students supervised (prorated) based on the contract hour value of the course.
- O. "Contract Hour" for instruction in the nursing program shall be defined as one (1) contract hour of lecture, classroom laboratory, clinical laboratory, and field study instruction. Clinical group consists of a maximum of nine (9) students. Field study shall consist of a maximum of three (3) students.
- P. "Probationary Appointments" are defined as those full-time individuals who do not hold tenure, are appointed for a specific period as defined in their appointment letter, and do not exercise the privileges of a tenured faculty member as to renewal of contract.
- Q. "Contact Hour" shall be defined as one hour of contact with students in a classroom or laboratory situation.
- R. "President," unless otherwise identified, refers to the President of the College.
- S. "Dean," unless otherwise identified, refers to the Dean of Academic Affairs.

## ARTICLE II RECOGNITION

Pursuant to the Public Employees Fair Employment Act, Article 14, of the New York State Civil Service law, the Board and the Counties hereby recognize the Association to be the sole and exclusive bargaining agent and representative from the bargaining unit consisting of full-time instructional and non-instructional staff as defined in Article I of this agreement. Such unchallenged recognition shall extend for the maximum period permitted under law.

## ARTICLE III - ACADEMIC FREEDOM

The concept of academic freedom shall be fostered at Columbia-Greene Community College in accordance with the following statement adopted at the May 12, 1960, meeting of the State University of New York Board of Trustees:

It is the policy of the University to maintain and encourage full freedom, with the law of inquiry, teaching, and research. In the exercise of this freedom the faculty member may, without limitation, discuss his own subject in the classroom; he may not, however, claim as his right of privilege of discussing in his classroom controversial matter which has no relation to his subject. In his role as citizen and faculty member, he has the same freedom as other citizens. He should be mindful, however, that in his extramural utterance he has an obligation to indicate that he is not an institutional spokesman.

#### ARTICLE IV NON-DISCRIMINATORY PRACTICES

- A. Non-Discriminatory Practices in Employment. The Counties and the Board agree that neither they nor any of their administrative agents discriminate against any faculty member by reason of race, creed, color, national origin, sex, martial status, political activities, disability, or membership or participation in the activities of the Association.
  
- B. Non-Discriminatory Practices in Faculty Members. The Association agrees that it shall admit all faculty members to its membership without discrimination by reason of race, creed, color, national origin, sex, marital status, political activities, disability, or prior membership or past participation in the activities of any employee organization. Membership in the Association shall not be required as a condition of employment of any faculty member with the College.

#### ARTICLE V - MANAGEMENT RIGHTS

Except as limited by the specific and express terms of this agreement, the Board and Counties hereby retain and reserve unto themselves all rights, powers, authorities, duties, and responsibilities conferred upon or vested in them by law including, but not limited to, the right to determine the purpose, methods, means, equipment, procedures, and personnel required to conduct the College programs; to administer the personnel systems of the College, including but not limited to, the recruitment, selections, appointment, assignment, discipline, suspension, demotion, and discharge of employees; to direct, supervise, schedule, and assign the work force; to establish standards and criteria for performance; to maintain the discipline and efficiency of the employees and operation of the College; and to take whatever actions may be necessary or appropriate to carry out the mission of the College. The parties agree that all customary and usual rights, powers, functions, and authority possessed by management are vested in the Administration and the Administration shall continue to exclusively exercise such powers, duties, and responsibilities during the period of this agreement.

#### ARTICLE VI - FACULTY MEMBER ORGANIZATION RIGHTS

- A. Use of College Facilities. The Association may use College facilities at all reasonable times, when appropriate space is available, for the purpose of conducting meetings and the business for which it has been organized. Such requests shall be made upon appropriate request forms and in accordance with the procedures described thereon.
- B. Access to Information. The Board shall, as required by law, make available to the Association such information as it has that is peculiarly available to it and

necessmy in order for the Association to represent faculty members in negotiations and in the processing of grievances.

C. Association/Management Meetings. The President, or designee, shall meet at mutually convenient times with the President of the Association for the purpose of discussing matters relating to the administration of this agreement. Requests for such meetings shall ordinarily be made at least one week in advance and provide notice of the subjects desired to be pursued at that meeting.

D. Payroll Deductions for Association Dues. The Board will accord the Association membership dues deduction in accordance with the law.

Authorization, once filed with the Vice President for Administration and Chief Financial Officer, shall continue in effect until revoked by the bargaining unit member, in writing, and filed with the Vice President for Administration and Chief Financial Officer. A revocation filed on or before August 15 shall become effective as of the first paycheck in September; revocation received after August 15 will become effective September 1 of the succeeding College year.

The Association shall, at least sixty (60) days prior to the beginning of each College year, give written notification to the office of the Vice President for Administration and Chief Financial Officer the amount of its dues which are to be deducted in that College year under such authorization. The amounts of the deductions for those dues shall not be subject to change more than once during the College year. Request for said change shall be made in writing by the Treasurer of the Association no less than sixty (60) days prior to Janumy 1, April 1, July 1, or October 1.

E. Administrative Vacancies.

1. The Association shall be provided the opportunity to interview candidates for any of the following positions: President, Provost and Senior Vice President of Academic and Student Affairs, Vice President of Administration and Chief Financial Officer, Dean of Academic Affairs, and Dean of Student Development.
2. Credentials of final candidates will be made available prior to the final candidates' meetings with the Association.
3. The President of the Association or designee shall submit to the Board (or President), as soon as possible, a written assessment of each of the final candidates. It is understood that this process is purely advisory, and that the final selection of the successful candidate is solely the providence of the President or the Board.

ARTICLE VII NO STRIKE

The Association shall not engage in a strike, or cause, instigate, encourage, or condone a strike. In the event of an unauthorized strike, the Association shall publicly acknowledge its liabilities as set forth herein, and further, issue a genuine appeal to all persons within its bargaining unit urging a return to work. It shall also urge non-participating members of the bargaining unit to continue working in their customary manner.

ARTICLE VIII - CALENDAR

- A. College Fiscal/Academic Year. Each College fiscal year shall begin on September 1 and end on August 31. The academic year shall begin on the third Thursday of August and extend to the first Friday following the first Monday in June. For instructional faculty, mini-terms and summer sessions will not be construed as part of the academic year.
- B. Calendar. The President of the Association, or representative, shall serve on any committee charged with making recommendations to the President concerning the College calendar.

#### ARTICLE IX- WORKLOAD

- A. Instructional/Faculty Load
  - 1. Instructional faculty members shall be required to teach, as part of their teaching load in each academic year, courses or sections thereof which total no more than 30 contract hours. Faculty members shall not exceed a total of 24 contract hours per semester. This limit may be increased if extenuating circumstances arise and with the mutual agreement of the Dean and the individual faculty member.
  - 2. It is recognized that the institution is committed to maintaining a class size in English 101 and 102 of not more than an average of 20 students per class as calculated at census date. In no case shall the class exceed 25 students per class as calculated on the census date.
  - 3. Full-time faculty members teaching in juvenile and/or adult correctional facilities will receive a half (.5) credit of pay per course to

compensate for the additional responsibilities required to work in these facilities.

4. Effective September 1st, 2022, a full teaching load for full-time faculty members with lab courses shall consist of 15 contract hours per semester or 30 contract hours per year. Teaching load for full-time faculty members with lab courses will be consistent with the definition of a contract hour in Article I, M. and for Nursing in Article I, O.
5. The parties recognize that normally the maximum enrollment for lecture-type classes is between 29 and 32 students. Neither party shall seek to institute a pattern that will significantly alter this understanding. The maximum class size for science lectures shall be 40.
6. The maximum class size for an online class shall be 20 with the provision for up to 7 additional students. For each additional student, the instructor shall be paid \$50 per credit per student. The maximum class size for a hybrid course shall be 20 students. No instructor will teach more than two online courses per semester unless a greater number is mutually agreed upon by the Dean and the faculty member.

B. Class Preparation. The normal amount of preparation per semester for a member of the instructional staff shall be considered to be three (3) preparations. The College reserves the right to require certain faculty members to teach four (4) preparations in any given semester if it is in the best interest of the College and the student body. Faculty members may request to teach five (5) preparations if they so indicate this in writing to the Dean. Any

faculty teaching five (5) preparations for load in one semester shall receive one (1) credit of pay. An attempt will be made to assign no more than four (4) Science Laboratory sections per semester for any faculty inember.

C. Professional Responsibilities

1. Activities as listed below, and other similar College obligations, shall constitute a normal workload and serve as guidelines for defining professional responsibility:

- meet scheduled classes;
- hold scheduled office hours;
- serve on committees and attend committee meetings;
- attend faculty and All-College meetings;
- attend annual Commencement ceremony;
- remain current in discipline ;
- update educational programs;
- update courses;
- comply with all state and federal regulations;
- timely submit attendance records, grades, grade records, course outlines, and other pertinent records;
- submit completed course evaluation forms, for all courses in a given semester, at least once per academic year; and

-- effective September Pt, 2023, complete a minimum of twelve (12) hours of professional development annually, with six (6) hours of those hours focused on diversity, equity, and inclusion.

2. A full-time faculty member will normally be available for assignment between 8:00 a.m. and 5:00 p.m. Monday through Friday. Exceptions based on faculty load and program requirements can be made. No full-time faculty members can be scheduled for a Saturday/Sunday class without their concurrence. An instructional faculty member's responsibility for the academic year shall end after graduation exercises.
3. Faculty members who are qualified to teach specific courses may request that assignments at off-campus locations be made part of their full-time load. The College reserves the right to schedule all off-campus courses.
4. Teaching faculty shall be given the opportunity to submit to their respective Division Chairpersons their preferences regarding teaching schedules for the upcoming semester. These preferences will be given due consideration during the scheduling process, but it is agreed that they will not take precedence over the College's responsibilities to maximize the educational opportunities available to its student body.
5. Each full-time faculty member shall be informed of their tentative teaching schedule at as early date as possible.
6. Faculty members assigned to an evening class as part of their full-time load will be given priority over other faculty members with the intention

of avoiding 8:00 a.m. classes on the day following the assigned evening class.

7. All full-time instructional faculty members shall schedule and post a minimum of five (5) hours per week during which they will be available in their offices. Each faculty member shall make an effort to schedule these hours on at least four (4) different days of the week with two (2) of those days scheduled to be on campus or at a clinical site. In addition, faculty members shall be responsible for scheduling appointments with students at other times if these students demonstrate their inability to appear during scheduled office hours. Nursing faculty may schedule one (1) office hour in the clinical setting.
8. Faculty members whose schedule includes an evening class shall be available for consultation with students prior to or after their evening classes; this will be considered one (1) of the four (4) days required above. Faculty who teach evening overload sections shall make a minimum of one (1) additional hour available for these students beyond the five (5) hour minimum established above.
9. Faculty members owe primary responsibility to their College duties. Full-time faculty members will not engage in outside employment that conflicts with their duties and responsibilities at this College. The President must be notified in writing of outside employment activities.
10. The content and materials developed by the instructor (lectures, notes, tests, etc.) regardless of medium, remain the property of the instructor.

The course identity, its description, and broader objectives are the property of the College.

D. Academic Advisors

1. The College will annually appoint advisors.
2. Academic Advisors will provide advisement and transfer counseling for all matriculated and non-matriculated students who request it. However, matriculated students will take priority on the advisors' time.
3. Advisors will be appointed and scheduled for 215 hours, coordinated by the Advising Chairperson. The typical advising schedule will include assigned registration days/dates and coverage for orientation day(s). Office hours will be scheduled for pre-registration of spring and fall/summer classes, beginning in mid-March for fall, mid-October for spring, and include six (6) evening hours over each semester. Advisors will have their class load reduced by six (6) contract hours per year, or will receive six (6) hours of overload compensation, as determined by the Dean.
4. Advisors' compensation will be prorated in those situations where an individual is not able to meet the advisor workload. To meet the demands of the students and the College, the Dean, following consultation with the Advising Chairperson, may modify the advising schedule.

5. A special purpose advisor, for advising coverage as needed, may be appointed at the discretion of the Dean, in conjunction with the Advising Chairperson.
- E. Load Reductions for Instructional Faculty. Except as otherwise provided in this agreement, instructional faculty, if assigned alternate/additional duties will receive reduction(s) in class load(s) as mutually agreed by and between the faculty member and the Dean.
  - F. Workload for Human Services Field Coordinator. The annual workload for the Human Services Field Coordinator will be thirty (30) contact hours. Activities assigned shall be calculated based using the following example:
    1. The Human Services Internship, including lecture, shall be evaluated on the basis of one (1) contract hour for each three (3) students supervised per semester.
  - G. Reduction of Normal Full-time Faculty Workload. Full-time faculty members wishing to pursue graduate study, perform research, or participate in other approved activities in their area of professional competence may request that the President approve a reduction in the workload of the faculty member provided that, in the opinion of the President, such leave would be in the best interest of the individual and the College, and reduction of credit or contact hours would not unduly affect normal College operations or the academic program. When granted, renumeration shall be prorated in accordance with the reduction in workload. At the completion of the period of time for which the workload has been reduced, the faculty member will be placed at the

salaiy level held had the workload not been reduced. Rank will be in no way affected by the reduction in load.

H. Overload - Instructional Faculty

1. Classes assigned and identified by the Dean as beyond the normal semester load (15 hours) shall be considered as overload and be paid on the overload salaiy schedule, except as provided in Article IX, A, 4.
2. Under normal circumstances, faculty should not teach more than one overload class per semester. In unusual situations, by mutual agreement of the College and the faculty member, the Dean can approve additional overload classes. Division chairpersons are limited to one evening overload class per semester. The Dean can authorize a teaching overload during the day for Division Chairpersons.
3. A minimum of 13 students shall constitute a standard overload class, assuming a three (3) credit hour class. If fewer students register for said section, the overload salary shall be prorated using the following approach:  
  
12 students= 12/13 scheduled salary  
11 students= 11/13 scheduled salary, etc.
4. The Dean shall determine when a section should be canceled rather than pro-rated. Faculty members whose section is to be prorated will be notified by the Dean two weeks prior to the start of the term that the section will be prorated. Faculty will notify their Division Chairpersons

regarding their intention to teach the course at a prorated rate one week before the start of the term that the section will be prorated.

5. Full-time faculty shall be considered first for any overload and summer session appointments for which they are qualified.
6. A list of priority faculty for summer and evening class selection appointments shall be established each College year on the basis of rank and service (in that order). The Division Chairperson shall request and receive from faculty members an indication of their availability for overload classes as soon as is possible prior to the beginning of classes. Once an assignment has been made, no full- or part-time faculty member can be displaced due to seniority.
7. Failure to notify of intent not to honor a commitment to teach an overload class at least two weeks prior to the beginning of classes will result in that person's removal from the priority listing for the following semester. This penalty will not be imposed if failure to notify is for reasons beyond the person's control.
8. A vacant off-campus assignment shall first be assigned in accordance with the priority list for overload courses before being assigned to a qualified part-time instructor.
9. Instructional faculty will be assigned by Division Chairpersons to students who elect to take departmental challenge exams. Compensation will be \$25 per student (\$75 for nursing students) to cover all costs of the exam.

10. Instructional faculty will be assigned by Division Chairpersons to students who require a portfolio assessment for the Credit for Life Experience Program and Prior Learning Assessment. Compensation will be \$30 per credit requested by the student to cover all costs of the assessment.

11. Honors seminars and honors courses will run with an enrollment of eight (8) students. For team-taught seminars and courses with an enrollment of eight (8) students, each faculty member will receive 2/3s of an overload compensation. With an enrollment of twelve (12) or more students, each faculty member will receive full compensation.

I. Non-Instructional Faculty

1. Workday/Workweek: Unless otherwise specified, the normal workday for non-instructional faculty shall be from 9:00 a.m. to 5:00 p.m., with one (1) hour for lunch. When necessary, these hours may be adjusted to a four-day workweek to accommodate instructional needs but the total workweek shall not exceed 35 hours. The minimum professional obligation of non-instructional faculty shall extend throughout the academic year.

2. Librarians and Academic Advisors:

a. Librarians and Academic Advisors appointed to an academic year assignment will not be required to work any day the College is officially closed, nor shall they be required to work the Spring Break period.

b. Academic Advisors will provide evening advisement (5:00 p.m. -7:00 p.m.) two days per week during the fall and spring semesters. Compensation for these hours is based on an hourly rate determined from the overload rate for the Academic Advisors (60 hours).

J. Overload for Non-Instructional Faculty. The overload responsibilities of non-instructional faculty will be compensated as set forth in Addendum A, Section C, annexed.

#### ARTICLE X-APPOINTMENTS AND EVALUATION

- A. Regular Appointments. Initial appointments of full-time faculty members covered hereunder shall be made by the President.
- B. Temporary Appointments. In cases where it is known that a full-time position will be vacant for a period of one (1) year or less, or in the case of a position made available through grant-in-aid or similar funding, and with little or no chance of continuation after the specified period, the College may hire teaching personnel on a temporary basis. These individuals will be given academic rank, but their date of termination will be specified in their appointment letter, and they will not be eligible for tenure. No individual will be placed on a temporary appointment for a period to exceed one (1) academic year, unless the temporary position is the result of the granting of a two (2)-year leave of absence. In that case, the individual may be in a temporary position for a maximum of two (2) years. If said individual is hired for a full-time tenure track position, the total period of service will be used for matters of seniority and the second year of temporary

service will count toward the probationary period for the granting of tenure. If an individual on a one-year temporary appointment is offered and accepts a regular appointment for the semester immediately following the termination of the appointment, the total period of service will be used in matters of seniority but will not diminish the probationary period.

C. Probationary Appointments

1. All probationary faculty appointments are subject to renewal/non-renewal annually. The probationary period is not to exceed five (5) years.

Probationary faculty are defined as those individuals who do not hold tenure appointments. The College shall issue a letter of renewal or non-renewal by April 15 of each academic year. Notification by such date (April 15) shall be considered due notice.

2. Probationary Faculty Evaluation. All probationary teaching faculty shall be evaluated for purposes of granting tenure using the following procedures:

- a. Upon initial appointment at the institution, a Tenure Review Committee shall be appointed by the Dean upon the recommendation of the appropriate Division Chairperson or Supervisor for each probationer.
- b. The membership of the Tenure Review Committee will consist of two (2) tenured faculty members (preferably in the same or closely related discipline as the probationer), the Division Chairperson, and the Dean *ex officio*. Division

Chairpersons will not serve on their own Tenure Review Committee.

- c. The Tenure Review Committee and/or the Dean shall meet with the probationer and discuss the goals of the Institution setting forth the expectations held by the College regarding the faculty member's assignment.
3. Each member on the Tenure Review Committee and the Division Chairperson shall make arrangements to visit the probationer's teaching assignments once each semester during the first year of appointment.
    - a. A written evaluation of the observation will be prepared and discussed with the probationer. The probationer will then sign a copy of the evaluation indicating receipt of the same. A memorandum of additional comments can be prepared by the probationer to be attached to the evaluation. The evaluation and comments, if any, will then be forwarded to the Division Chairperson (who will serve as the Chairperson of the Tenure Review Committee) with a copy to the Dean's office for inclusion in the Permanent Tenure File.
    - b. Each semester, for the duration of the probationary period, a student will distribute evaluation forms developed by the faculty or faculty member and approved in advance by the Dean. The evaluations, when completed, will be forwarded

to the Dean's office for inclusion in the Permanent Tenure File to be kept for five (5) years.

- c. Any evaluation or observations made by the Dean will be discussed with the probationer and the Tenure Review Committee and placed in the Permanent Tenure File.
  - d. Each semester during the first year of probation, the Tenure Review Committee will meet privately with the probationer to discuss the evaluations. In subsequent years, this meeting shall take place annually. A recommendation by the Division Chairperson or Supervisor shall be made to the Dean by March 15 regarding the Tenure Review Committee's evaluation of the probationer's satisfactory or unsatisfactory progress towards tenure appointment.
  - e. After the first-year evaluations, each member of the Committee will be required to visit the probationer's classroom at least once a year unless weaknesses are discovered, in which case the Tenure Review Committee will decide upon the appropriate number of additional visitations.
4. After three (3) years of probationary status, the faculty member is eligible for tenure appointment.
- a. The Tenure Review Committee recommends action to the Dean on tenure appointments for each candidate who holds

a probationary appointment and has completed at least two and one-half years of continuous service at the College.

The Dean will review the materials supplied by the Tenure Review Committee and any other pertinent data available.

The Dean shall meet with the probationer to discuss the performance status.

- b. By December 1, the Dean will make a tenure recommendation to the President for each candidate recommended by the Tenure Review Committee.
  - c. The President shall make recommendations to the Board. Tenure candidates will be notified of the Board's tenure action no later than one week following the March Board meeting.
  - d. Leave granted to a probationary faculty member shall not count towards tenure eligibility but shall not be considered to be a break in otherwise continuous service.
  - e. For the purposes of this section, individuals commencing their full-time employment after September 1, but not later than October 15, shall be considered to have initiated their employment on the first day of that academic year.
- 5. Notification of non-retention during the probation shall be by April 15.
  - 6. Denial of a tenure recommendation does not preclude reissuance of such recommendation prior to the completion of the fifth year of service.

Denial of tenure in the fifth year of service will amount to notification of non-retention of the individual in question beyond the fifth year. In no event shall a full-time faculty member be employed for more than five (5) academic years without tenure. Termination of a probational appointment and/or the denial of tenure is neither grievable nor arbitrable hereunder.

D. Tenured Faculty Evaluation

1. At the end of each consecutive five (5) years following a tenure appointment, a Tenure Review Committee (whose membership is described in Article X, C, 2, b) shall be appointed as appropriate for each tenured faculty member.
2. Once faculty members have been reviewed, they will be subject to additional reviews at the beginning of the sixth academic year since the last review.
3. During the sixth year of tenured appointment, the committee shall review the performance of the tenured faculty member. This review shall consist of:
  - a. Classroom visitations by all committee members at least once during the review year.
  - b. Evaluations by students as specified in Section C (3, b).
  - c. Discussions with the Tenure Review Committee and the Dean concerning overall faculty performance.
4. By May 1 of each year, the Committee will recommend either satisfactory performance without reservation or satisfactory performance with

reservation. Committee recommendations shall be conveyed to the Dean and faculty member.

- a. A recommendation of satisfactory performance completes the review process.
  - b. Satisfactory performance with reservation shall be accompanied with a projected development plan designed to overcome the deficiencies identified in the evaluation.
5. Tenured faculty identified as being deficient will meet with the Division Chairperson, Dean, or other appropriate personnel to overcome deficiencies.
  - a. During the seventh year, the Tenure Review Committee will continue evaluation of the tenured faculty member's progress.
  - b. At the end of the seventh consecutive year, the Tenure Review Committee will once again evaluate the performance of the faculty member as satisfactory performance without reservation or satisfactory performance with reservation.
  - c. In situations of a recommendation of satisfactory performance without reservation, the review is complete. In situations of satisfactory performance with reservation, by July 1, the tenured faculty member will receive a one

year's formal notice, at the end of which time the individual's contract will not be continued.

- d. The President may choose to establish an additional probationary period during which time further review is possible.
- e. Nothing in this section precludes the tenured faculty member from filing a formal grievance or seeking legal assistance.

K Evaluation of Non-Instructional Faculty

1. The duties of non-instructional faculty shall be evaluated as identified under Probationary and Tenured Faculty Evaluation.
2. The appropriate Dean shall be responsible for the evaluation of the administrative duties of non-instructional faculty.
3. Annual evaluations of the administrative duties of non-instructional faculty shall be prepared in writing and shown to the faculty member and any agreed upon changes will be made. The report shall then be signed by both the evaluator(s) and the faculty member, with the faculty member being granted the opportunity to attach any pertinent comments. Copies of the evaluation report will be filed in the Dean's office for future use of the Tenure Review Committee and a copy will be given to the non-instructional faculty member and placed in the faculty member's permanent personnel file.

F. Notice of Termination. For all full-time faculty members holding a tenure appointment due notice of termination shall be interpreted as notification by March 15<sup>th</sup>.

G. Division Chairpersons

1. Division Chairpersons will be selected from the Faculty by the President upon the recommendation of the Dean. Division Chairpersons will be selected from individuals currently appointed or eligible for full-time appointment to the College faculty. Those selected will serve at the Dean's pleasure.
2. Division Chairperson candidates shall be recommended by a Review Committee of Division members appointed by the Division. The Dean shall serve in an *ex officio* non-voting capacity of the Review Committee.
3. The Division Chairperson shall receive twelve (12) credit hours annual release time.
4. Division Chairpersons shall receive an annual stipend of \$125 per full-time employee (faculty and/or classified staff) and, in addition to the foregoing, Division Chairpersons shall receive a semester stipend (fall and spring) of \$65 on the basis of five part-time employees .equaling one full-time equivalent (not prorated) assigned to the division.
5. Division Chairpersons shall be evaluated by division members annually no later than April 1 of each academic year.
  - a. A written report of the Chairperson's performance will be sent to the Dean with a copy to the Chairperson.

- b. Comments may be submitted by the Chairperson to be attached to the evaluation.
- 6. The Dean will, by May 1 of each year, prepare a written evaluation of the Chairperson based on the Dean's and faculty evaluations and comments and share the same with Division Chairpersons.
- 7. After review, the Division Chairperson will meet and discuss the evaluation with the Dean. The evaluation and any additional comments will be signed by both parties and placed in the Division Chairperson's personnel file.

H. Job Description of Division Chairpersons

- 1. General: The Division Chairperson reports to the Dean and is responsible to the Dean for the budgeting, personnel, curricula, and day-to-day management of the Division.
- 2. Specific: The Division Chairperson is responsible for:
  - a. evaluating and planning curriculum development activities;
  - b. assisting faculty with professional development projects;
  - c. recommending full- and part-time faculty appointments to the Dean;
  - d. evaluating faculty and staff assigned to the Division;
  - e. scheduling Division programs under the direction of the Dean;

- f. planning the projected budget of the Division, including travel, supplies, and personnel, and recommending the same to the Dean;
- g. monitoring the expenditures of the Division budget, including operational approval of expenditures;
- h. serving as a representative of the Division on various College committees; and
- 1. other duties as assigned by the Dean.

#### ARTICLE XI - PROMOTION

##### A. Application

- 1. Each faculty member who wishes to be considered for promotion in rank must file an appropriate application with the Dean prior to November 15<sup>th</sup>.
- 2. For the purposes of promotion, all faculty must submit the following:
  - a. Evidence of continued excellence in teaching, usually demonstrable by the Tenure Review Committee evaluations or annual evaluations by the Division Chairperson or Supervisor, and the Dean.
  - b. Annual student evaluations, using a questionnaire approved in advance by the Dean and administered annually to all classes, which must demonstrate positive response for the period since the last promotion.
  - c. Evidence of continued professional development.

- d. Evidence of positive contributions to the College community through involvement in committee work, student activities, or curriculum development.
- e. Evidence of positive contributions to the community served by Columbia-Greene Community College as reflected in community activities, publications, honors, grants, etc.
- f. A demonstrated ability to work effectively with College personnel and students.

3. To be eligible to apply for promotion, a faculty member must have completed three (3) years in rank to apply for promotion to Assistant Professor; four (4) years in rank for promotion to Associate Professor; and five (5) years in rank for promotion to Professor.

4. The Dean will forward all applications and recommendations (i.e., the Tenure Review Committee, the Division Chairpersons) concerning promotion to the President prior to January 15<sup>th</sup>. The President shall then forward recommendations to the Board of Trustees for their action. There shall be no appeal from said action of the Board. The President shall notify each candidate of the status of their application no later than one week following the Board's scheduled March meeting.

B. Salary Adjustments. Matters relating to salary, salary adjustments, and matters of economic consideration shall be as set forth on Addendum "A" annexed.

C. Limits on Promotion

1. No more than 33% of the bargaining unit shall concurrently hold the rank of Full Professor.
2. No more than 40% of the bargaining unit shall concurrently hold the rank of Associate Professor.
3. No faculty member shall be demoted in rank as a consequence of a reduction in the size of the bargaining unit.

## ARTICLE XII FACULTY DEVELOPMENT

### A. Sabbatical Leave

1. Members of the faculty with six (6) years "continuous" full-time or pro rata full-time service at the College are eligible to apply for sabbatical leave for the purpose of formal education, research, job-related travel, writing, creative work in the arts, or other related experiences of professional value. Periods of approved leave without pay shall not count toward this six-year total but will not be deemed to be an interruption of otherwise "continuous" service.
2. Eligible faculty members desiring to be considered for sabbatical leave will file an application with the Dean on or before November 15 of the academic year prior to that in which the leave is desired. This application will include a detailed description of the applicant's proposed use of the leave time. The Provost will review sabbatical applications and will submit recommendations to the President no later than November 30.
3. The application must contain a recommendation by the appropriate Division Chairperson.

4. The President shall attach their own recommendations and those of the Dean and forward both sets to the Board.
5. The Board's decision shall be rendered prior to March 31, and each faculty member shall be informed in writing of the decision on their application.
6. A faculty member on sabbatical leave will receive half-pay for a full academic year or full pay for a leave of one semester.
7. Faculty members on sabbatical leave shall retain all accrued benefits during the period of sabbatical leave. The College will continue its contributions to fringe benefit plans in accordance with the provisions of those plans.
8. Faculty members receiving sabbatical leaves shall agree in writing to remain with the College for at least two full years following the end of their leave period. Faculty members who wish to reimburse the College based on the salary received and prorated over two years may do so and this section will be waived. The College may require as a condition of precedent to the granting of sabbatical leave the execution of instruments to secure the repayment of salary received when on sabbatical leave in the event of a failure of the faculty member to return and complete such service.
9. Upon return, and within 90 days, a complete written report of the activities, results, and outcomes of the sabbatical must be presented to the President for deposit in the Professional Collection of the College. If requested by the President, Dean, or Division Chairperson, the individual will

present the results of the sabbatical to an assembly of College personnel or others as mutually agreed upon by the faculty member and the appropriate College official.

B. Travel Support for Faculty De\_velopment

1. Effective September 1st, 2023, the College shall annually allocate to faculty, collectively, a minimum of \$20,000 to use for professional development or other approved activities. All faculty members interested in using funds for professional development must submit their request for approval to the Dean.
2. All faculty members shall submit their travel request for approval to the appropriate administrative officer. They shall be reimbursed for all actual expenses incurred for approved travel, lodging, and meals to the approved budget limits. These expenses shall be reported on the College expense report form and sustained by paid vouchers or receipts.
3. The mileage reimbursed for use of a personal automobile for College purposes shall be the standard mileage rate allowed by the Internal Revenue Service. No mileage reimbursement will be paid for local travel defined as travel within a five-mile radius of the College.

C. Tuition

1. Consistent with the policy of the State University of New York, the College shall continue to cooperate in obtaining tuition waivers for full-time faculty who pursue studies at the State University of New York senior institutions.

2. Faculty members may enroll in credit and credit-free courses sponsored by the College on a tuition-free, space available basis. Enrollment in courses taught during regular working hours will require written approval of the Dean.

### ARTICLE XIII - GRIEVANCE PROCEDURE

A. Grievance Definition. A grievance is a dispute, claim, or complaint involving the interpretation or application of any provision of this agreement initiated by a faculty member, group of faculty members similarly situated, or by the Association.

B. General Principles

1. The primary purpose of the grievance procedure is to secure, at the earliest step possible, equitable solutions to grievances. Both parties agree that proceedings under this section shall be kept as informal and confidential as may be appropriate.

2. In the event a grievant or group of grievants is unable to informally resolve a grievance at Step One, grievant(s) may thereafter be represented by the Association or present the grievance without representation by the Association. The adjustment of the grievance may not be inconsistent with the terms of this agreement.

3. The failure to exhaust remedies under the grievance procedure or to abide by the time limits set forth in this section shall, unless expressly waived, constitute a conclusive waiver or abandonment of a grievance. However, settlement or abandonment of a grievance shall not constitute a precedent.

4. At any step, the failure of an administrator to communicate a decision, as required by these procedures, shall permit the grievant and/or the Association to proceed to the next level.
5. Grievances shall be processed as rapidly as possible. The time limits provided at each level shall be considered as maximum, and every effort shall be made to expedite the process. Time limits, however, may be extended when mutually agreed upon in writing.
6. If a grievance filed on or after June 1 which, if left unresolved, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to August 31 or as soon thereafter as possible.

C. Procedure

1. Step One. Prior to invoking the grievance procedure at Step Two, an individual with a grievance shall first discuss it with the appropriate administrative supervisor or designated representative, the object being to resolve the grievance informally.
2. Step Two. If the grievance is not satisfactorily resolved at Step One, or if no decision is rendered within three (3) business days following the conclusion of the above-mentioned informal discussion, the aggrieved individual may invoke this level of grievance procedure by submitting the grievance, in writing, to the Association. The written grievance shall be submitted to the appropriate administrative supervisor or designated representative within eight (8) business days after the earlier-mentioned informal discussion has

occurred. The Association or grievant may request a meeting with the appropriate administrative supervisor or designee prior to making a decision. The appropriate administrative supervisor or designated representative shall issue a written decision within five (5) business days following submission of the written grievance. A grievance unanswered within that time period is deemed denied and permits the grievant to proceed.

3. Step Three. If the individual grievant or the Association desires to appeal an unanswered or written decision of the appropriate administrative supervisor or designee, then, within five (5) business days of receiving the written decision, an appeal in writing may be submitted to the President, and it shall set forth specifically the basis of the grievance. The President or a representative shall, if requested, meet with the grievant within ten (10) business days following the receipt of the request to meet. The President or representative shall promptly prepare a written report of this meeting, including any agreement reached; or, if the matter is not resolved, an answer to the grievance, copies of which shall be given to the aggrieved individual and the Association.
4. Step Four. If an aggrieved party represented by the Association and the Association are not satisfied with the decision in Step Three and the Association determines that the grievance is meritorious, the Association may, within ten (10) business days of the decision at Step Three, submit the

grievance to the American Arbitration Association for the selection of an Arbitrator.

- a. The parties will then be bound by the rules and procedures of the American Arbitration Association.
- b. The Arbitrator shall have no power or authority to make any decision which require the commission of an act prohibited by law or which violates the terms of this Agreement.
- c. The decision of the Arbitrator shall be final and binding upon all parties.
- d. Arbitration costs shall be shared equally by the Association and the College.

#### ARTICLE XIV PROCEDURES FOR FACULTY PERFORMANCE

- A. General Principles. It is in the best interest for the Association and the College to assist faculty in achieving excellence in the performance of their duties and responsibilities. The purpose of this section is to provide for a prompt, equitable, and efficient procedure to support performance improvement that is intended to prevent recurrences of unacceptable faculty behavior and/or performance issues and to avoid sanctions that could culminate in dismissal. The primary goal of implementing these measures is corrective. Prior to initiating the process described below, the President or designee will attempt to resolve matters of discipline informally. No tenured member of the Association shall be disciplined unless for just cause.

B. Procedures. There are five steps to the performance improvement process. The faculty member has a right to union representation at each stage of the process.

1. Verbal Counseling. Upon recognition of a performance concern, a private meeting shall be scheduled to informally discuss the concern with the Association member. The President or designee should outline and describe performance expectations with the goal of resolving the issue. Verbal counseling will not be subject to the grievance process.

2. Written Counseling. The President or designee will conduct a meeting with the faculty member to review the performance or conduct at issue. The faculty member has a right to union representation at the meeting. If warranted, the President or designee will present a written memorandum following such meeting documenting the unsatisfactory work performance or unacceptable conduct. Such written counseling memorandum is placed in the faculty member's personnel file. The written counseling is not subject to the grievance procedures, but it may be rebutted within five working days following receipt of the written counseling memorandum. Written rebuttals, if any, will be attached to the written counseling memorandum. Written counseling will not be subject to the grievance process.

3. Corrective Action Plan. The President or their designee will schedule a meeting with the Director of Human Resources, along with the Association member and their union representative, for the purposes of a counseling session. The President or designee, along with the Director of Human Resources, will create a Corrective Action Plan detailing expected corrective

actions along with a timeline for their satisfactory completion, not to exceed one year. The plan will state concrete realistic steps and goals. The administrative member will oversee both the implementation and continuity of the plan, as well as the College's obligation regarding support and resources. The plan may include a peer mentor, if deemed appropriate, who shall be compensated as agreed to by the College and the Association. All parties in attendance shall sign the plan. Any Association member who would like to comment on the plan shall have five business days to attach a written response. A copy of the Corrective Action Plan shall be kept in the faculty member's personnel file. A copy shall be provided to the member and the Association. The Corrective Action Plan will not be subject to the grievance process.

4. **Written Reprimand.** The President or designee will conduct a meeting with the faculty member to review the performance or conduct at issue. The faculty member has a right to union representation at the meeting. The President or designee will present a written memorandum following such meeting documenting the unsatisfactory work performance or unacceptable conduct. The written reprimand serves as a record of disciplinary action used to inform the faculty member of unsatisfactory work performance or unacceptable conduct and will state that further occurrences are subject to future disciplinary action up to and including termination. Written reprimands are subject to the grievance procedures. The written reprimand, and any rebuttal

from the faculty member presented during the grievance process, is placed in the faculty member's personnel file.

5. Suspension. The President or designee will conduct a meeting with the faculty member to review the performance or conduct at issue after the issuance of written charges to the faculty member. The faculty member has a right to union representation at the meeting. The President or designee will present a written memorandum following such meeting documenting the unsatisfactory work performance or unacceptable conduct and the dates of the suspension. All documentation of suspensions is filed in the faculty member's personnel file. Suspensions are subject to the grievance process.

#### ARTICLE XV -TERMINATION

##### A. Retrenchment

1. In cases where economic necessity or changes in academic programs necessitate a reduction in the number of tenured and probationary faculty, as identified by the Board of Trustees, the College will give those faculty members thus affected notice thereof as soon as possible but not later than March 1 prior to the effective date of non-renewal, August 31.

- a. The matter shall be submitted to the Association by the President for its study and recommendations, including curricular areas affected, by February 21. A deadline date for Association response/recommendation will be included in the President's request.

- b. The President shall notify the Association President of the retrenchment decision.
- c. Retrenchment shall first be of probationary faculty, if any, in the teaching area affected in inverse order of seniority.  
Retrenchment of tenured faculty in the teaching area affected shall be made in inverse order of seniority provided a faculty member has the qualifications, determined by the most current appointment letter title, to teach the courses to be taught by the member holding this position. For the purposes of this Article, seniority shall be defined by the years of compensated service in tenure-track position. Nothing in this Article shall be interpreted to grant relative seniority rights to part-time/adjunct or full-time temporary faculty members. The President shall determine seniority in the case of faculty holding the same appointment date.
- d. If within three academic years vacancies occur within the curricular area affected by a retrenchment, retrenched tenured faculty shall be recalled in order of seniority.

2. Non-renewal of a probationer's contract is not considered a termination as defined in this section.

**B. Discharge**

- 1. The appointment of any member of the faculty may be terminated for just cause. Individuals covered by this agreement who receive such notice may

follow the grievance procedure. "Just cause" (by way of example but not by way of limitation) shall constitute inadequate performance of duties, misconduct (including violation of the College's Rules for the Maintenance of Public Order), falsifying applications or records, moral turpitude, incompetence or inefficient service, neglect of duty, physical or mental incapacity, and violation of the terms under this agreement.

2. Termination of a member of the faculty holding temporary or probationary appointment prior to the conclusion of the appointment shall only be for just cause.

#### ARTICLE XVI-FACILITIES

A. Parking. Sufficient parking space shall be reserved for faculty parking.

Faculty members shall observe all College regulations concerning traffic and parking.

B. Administrative Assistance. The College shall exert its best effort to provide administrative help for Faculty.

C. Office Space. The College shall exert its best effort to provide Faculty with adequate office space.

#### ARTICLE XVII. LEAVES

Whenever a faculty member will be unable to hold classes for any reason, a statement must be submitted to the Dean's office indicating the reason and length of absence. Recommendations for meeting professional responsibilities shall also be submitted.

A. Sick Leave.

1. Faculty members whose usual annual work year is the academic year will be granted fourteen (14) days of paid sick leave during each academic year of service, cumulative to a maximum of 180 working days during the academic year. The unit for computation shall be no less than one-half day.

2. Upon separation from the College, the faculty member will receive the amount, in a lump sum, per the following table for each accumulated sick leave day to a maximum of 180 days:

At least	But less than	Amount per day
15 years	20 years	\$50
20 years	25 years	\$60
25 years	30 years	\$75
30 years		\$85

3. By September 15 of each year, faculty members shall be notified about the amount of sick leave they have accumulated as of that date.

4. The President may, in extenuating circumstances, grant faculty members (other than persons having temporary appointments) sick leave with pay beyond that faculty member's entitlement.

5. A faculty member's sick leave entitlement shall accrue on a pro-rata basis during a reduction of load/hours.

6. Upon recommendation of the President, the Board may grant faculty members (other than those having temporary appointments) additional sick leave, not to exceed two years and consisting of no more than six (6) calendar

months with full salary, six (6) calendar months at half-salary, and no more than one (1) additional calendar year without salary.

7. The College shall, in its discretion, request, and faculty shall provide, medical certification in cases of suspected abuse.

B. Personal Leave. Full-time faculty members shall be allowed four (4) personal leave days per year with pay, pro-rated if appointed on a permanent basis for less than an academic year or carrying a 50% but less than 100% load.

C. Maternity Leave.

1. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are for all job-related purposes temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment. Employment policies involving matters such as the commencement and duration of leave, the availability of extension, the accrual of seniority, and other benefits and privileges, reinstatement and payment , under any health or temporary disability insurance or sick leave plan, formal or informal, shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they apply to other temporary disability. Faculty members shall provide to the employer a statement from their physician confirming the beginning and termination of the temporary disability period.

2. Faculty members may use accumulated sick leave for days they are totally disabled as determined by their physician's written notice. After such time,

faculty members may use accumulated sick or personal time while on a maternity leave.

3. When the term of the disability ends, the faculty member may request an unpaid maternity leave of absence not to exceed one (1) year without pay.

4. Extension of such leaves of absence may be granted by the President. Such requests shall not be unreasonably denied.

D. • Unpaid Leave. Upon recommendation of the President, and with the consent of the Board, a full-time faculty member who does not qualify for another type of leave authorized by this agreement may be granted a leave of absence for extenuating reasons acceptable to the Board. This leave shall be without salary and shall not exceed a period of two College years. Where the Board has agreed in advance, faculty members on unpaid leave may return at a salary level not less than that which they would have held had they served at the College during the leave period.

E. Military Leave.

1. Faculty members may take an involuntary leave of absence to perform temporary active duty with the Reserve or National Guard units.

2. Full-time faculty members required to report for military service shall be paid the difference between their military pay and regular pay for a period of 90 days. Following the 90-day period, no compensation shall be paid by the College.

- F. Jury Duty. Full-time faculty members required to report for jury duty or service shall be paid their regular pay, without charge to any leave entitlements during the period they are required to serve or appear.
- G. Bereavement Leave. Faculty members will be entitled to bereavement leaves of absence to a maximum of four (4) days as actually needed and used by members for funeral arrangements or attendance due to death of their father (natural, step, or foster), mother (natural, step, or foster), father-in-law, mother-in-law, grandfather, grandmother, brother, sister, spouse, child, brother-in-law, sister-in-law, or domestic partner.

#### ARTICLE XVIII - FRINGE BENEFITS

- A. Pension.
  - 1. For the duration of the contract, retirement options shall continue to be funded for all full-time members of the faculty, save those employed who are required by law to contribute to their retirement system.
  - 2. A faculty member intending to terminate employment shall submit such intention in writing to the President with a copy to the immediate supervisor no less than 30 calendar days prior to the effective date of such resignation.
- B. Health Insurance.
  - 1. For the term of this agreement, the College will provide and continue in effect insurance programs at the benefit levels as set forth on Addendum B or substantially equivalent thereto for those faculty members who qualify under such programs and who participate therein.

2. In the event of a change of health insurance carriers or the election by the College or the County to self-insure any one or more of the coverages provided, such change shall be made only after sixty (60) days notice to and subsequent consultation with the Association. The benefits thereafter provided by the new carrier or under a self-insurance program shall be substantially equal to or better than the benefits provided by the coverage in effect at the time of such change.

3. As of September 1, 2018, all faculty members shall contribute 20% of the annual premium cost, to a maximum annual contribution of \$1,000 for single coverage, \$2,000 for two-person coverage, and \$3,000 for family coverage.

4. A faculty member shall be entitled to health insurance upon retirement from employment with the College upon the following terms and conditions:

a. To be eligible, the retiring faculty member must be the minimum qualifying age of 55 and must have been employed by the College according to the date of hire and years of service detailed below.

b. Any member who retires under the 2017-2021 contract, as defined in Article XVII, B, 6, a, ceases contributing toward health insurance upon retirement. Faculty members who have thirty (30) or more years of service by September 1, 2017, upon retirement, are exempted from contributing towards health insurance costs regardless of what contract they retire under.

Any faculty member with fewer than thirty (30) years of service

by September 1, 2017, and who does not retire on or before August 31, 2021, contributes \$1,000 annually toward health insurance upon retirement. Dependent coverage shall be available at full cost to the retiree.

c. Retirees will continue to receive health insurance during retirement on the same terms and conditions as existed at the time of their retirement, contributing toward the cost as outlined in Article XVIII, B, and as defined in Article XVIII, B, 4, b.

5. Faculty members employed as of October 1, 2014, shall pay their Medicare Part B in retirement without reimbursement.

6. Each faculty member eligible for health insurance coverage (except faculty members whose spouses are also eligible for coverage) may elect to refuse participation and provide for their own health insurance. The College will place \$40.00 in a trust account for each month that a faculty member is eligible but does not elect coverage and pay over such funds so accumulated to the faculty member by December 15 of each year or upon termination. A faculty member electing to resume coverage may do so based upon the insurance carrier's rules and regulations.

C. Academic Attire. The College shall provide academic attire for members of the faculty when the College requires that such attire be worn.

D. Legal Assistance. The College shall continue in effect all insurance and liability policies providing legal protection for members of the faculty in performance of College-related duties.

- E. Term Life Insurance. The College, for the duration of this agreement, shall offer to the faculty of the institution a term life insurance policy to be calculated on the basis of two (2) times the base salary of the faculty member. Exact limitations, benefits, etc., shall be identified in the master policy filed in the Human Resources Office of the College.
- F. Long-Term Disability Insurance. The College, for the duration of this agreement, shall offer to the faculty of the institution long-term disability insurance. This insurance shall generally consist of a monthly benefit to be paid during continuous total disability at the rate and subject to the limitations identified in the master policy on file in the Human Resources Office of the College. At the time a faculty member becomes eligible for this benefit, the member, the legal guardian, or person with power of attorney, shall complete all of the required forms associated with this benefit within the time limit described therein. Failure to comply with these terms may result in a forfeiture of the sick days leave benefit.
- G. Tuition for Dependents. The College, for the duration of this agreement, shall offer a full-tuition waiver for credit bearing courses taken at the College to the full-time faculty and the dependents or domestic partners of the full-time faculty of the institution. To be eligible for dependent tuition, a birth certificate or other documentation must be certified by the Director of Human Resources. Children of a faculty member will lose eligibility when they reach 24 years of age. Verification may be required. The faculty member, their spouse, or dependent shall be responsible for all costs in excess of the tuition. Retirees and their

dependents may enroll on a space-available basis in credit and approved non-credit courses, tuition free.

- H. Dental Plan. The College shall continue to make available to all full-time faculty the existing contributory group dental plan. The plan shall include basic orthodontic service. The plan shall be the same as provided to the classified staff at the institution.

#### ARTICLE XIX-AMENDMENTS, ADDITIONS, AND WAIVERS

This agreement is subject to amendment, alteration, or addition only by subsequent written agreement between and executed by the Board, both Counties or their authorized representatives, and the Association. The waiver of any breach, term, or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all of its terms and conditions. This agreement shall supersede any rules, regulations, or practices which shall be contrary to or inconsistent with its terms.

#### ARTICLE XX- CONFORMITY TO LAW (SEVERABILITY)

If any Article or provision of this agreement shall be found contrary to law by a court of competent jurisdiction, only that provision shall be deemed invalid, except to the extent permitted by law, but all other provisions shall remain in full force and effect. In such an event, the parties shall, upon demand of either part, negotiate on the subject matter held invalid.

#### ARTICLE XXI-LABOR-MANAGEMENT COMMITTEE

To facilitate communications between the parties and to promote a climate conducive to constructive relations between the College and the Faculty Association, a

labor-management committee shall exist composed of the President or designee and one additional member appointed by the President, the President of the Faculty Association or their designee and one additional member appointed by the President of the Faculty Association. The committee shall meet within the third week following ratification of this agreement and during every third week thereafter or at other times as agreed by the President and President of the Association.

Arrangement for such meetings shall be made in advance and shall be held at reasonable hours as mutually agreed upon by the parties. The agenda for each such conference shall be established by the President or representative and the President of the Faculty Association. No provision of this section shall, in any manner, be used to alter the terms of the agreement, nor shall it, in any way, abrogate the rights and obligations of either part to the agreement.

#### ARTICLE XXII - APPROVAL OF LEGISLATIVE BODY

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

#### ARTICLE XXIII - DURATION OF THE AGREEMENT

This agreement shall become effective, and the terms and provisions shall be applied, as of September 1, 2021, and shall expire on August 31, 2027. On or before January 1, 2027, either party may give the other written notice that it elects to modify or

terminate this agreement. Either party may request a continuation of the agreement, but the contract shall be considered terminated unless both parties agree to the extension in writing.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed

in the manner following:

COLUMBIA-GREENE COMMUNITY COLLEGE:

COLUMBIA-GREENE COMMUNITY COLLEGE FACULTY ASSOCIATION:

Ilis JE

Chairperson / /  
Dated: L L ; / - 2

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President /  
Dated: 1) :1/ :J.72- 3,

The Board of Legislators of Greene County

Patricia S. G.

Chairperson fa /  
Dated: i19 2:J---

Barbara Sheff

Vice President/Chief Negotiator  
Dated: 02-#-2-J-23

Columbia-Greene Community College

\_\_\_\_\_  
President  
Dated: t. 2,1. Z,

The Board of Trustees  
Columbia Greene Community College

\_\_\_\_\_  
Chairperson / /  
Dated: o/4//G,3

## ADDENDUM A

- A. Degree Stipend. A stipend shall be added annually to a faculty member's base salary to recognized academic achievement.
1. Doctoral degree/ Discipline-specific terminal degree: Four hundred dollars (\$400)
  2. Master's degree: Three hundred dollars (\$300)
  3. Bachelor's degree: Two hundred dollars (\$200)
  4. Associate's degree: One hundred fifty dollars (\$150)
  5. Stipends payable under this section shall be for the highest degree held. Stipends are non-cumulative but are added each year following any base salary adjustments.
- B. Rank Stipend. A stipend shall be added annually to a faculty member's base salary to recognize academic rank. Effective September 1st, 2022, the stipends for each rank will be as follows:
1. Professor: \$2000
  2. Associate Professor: \$1500
  3. Assistant Professor: \$1100
  4. Stipends under this section shall be paid for the highest rank held. Stipends are non-cumulative but are added each year following any base salary adjustment.
- C. Overload. Overload pay per credit hour shall be:
1. Professor: \$1275
  2. Associate Professor: \$1215
  3. Assistant Professor: \$1175
  4. Instructor: \$1115
  5. Professor Emeritus shall be paid at the Professor rate for part-time employment.

6. All overload assignments shall be subject to a pro rata rate of pay using a base of 13 as the determining number (i.e., for a 3-credit hour class).

13-30 students= one overload;

12 students= 12/13 of overload pay;

11 students = 11/13 of overload pay; etc.

7. The Dean shall determine whether or not a class should be cancelled.

8. No faculty member shall be forced to teach an overload class which is pro-rated.

9. The evening or overload responsibilities of Advisors and Librarians will be compensated in an amount equal to three (3) semester hours of overload payment for 105 hours per semester.

D. Professional Recognition: Effective September 15\ 2021, all returning faculty shall annually receive a professional recognition of \$1700. This amount will increase \$100 every subsequent September 1, but not to exceed a total professional recognition of \$2000. The recognition of \$2000 per year will continue annually until otherwise negotiated.

E. Salary Increase: Effective September Pt, 2023, all full-time faculty, employed on or before September 1, 2021, shall receive a one-time increase of one percent (1.0%) computed on their base salary as of September Pt, 2023.

F. Honors Students' Coursework Payment. When a faculty member has an Honors student in a non-Honors seminar course, said faculty member shall be paid 1/13 x 1 credit of overload pay for mentoring that student in the honors project.

## ADDENDUMB

- A. Highmark of Northeastern New York
  - a. Doctor's Office Visits: \$10.00 co-pay per visit
  - b. Prescriptions: \$5/\$15/\$25 co-pay for generic/formulary/nonformulary
- B. Flexible Spending Account. Section 125 of IRS Code
- C. Eye Care Plan. As part of the Highmark of Northeastern New York, \$10 co-pay for an eye exam every two years.
- D. Retirees who elect to continue the dental insurance under the College plan will pay 100% of the premium.
- E. Retirees who elect to continue Term Life Insurance under the College plan will pay 100% of the premium.
- F. The College shall provide individual health insurance for retirees as provided in Article XVIII, Section B, paragraph 4. Dependent coverage shall be available at 100% cost to the retiree.

**MEMORANDUM OF AGREEMENT**

**BY AND BETWEEN**

**THE COUNTY OF COLUMBIA AND THE COUNTY OF GREENE,  
THE BOARD OF TRUSTEES OF COLUMBIA-GREENE COMMUNITY COLLEGE,  
and  
THE COLUMBIA-GREENE COMMUNITY COLLEGE FACULTY ASSOCIATION**

WHEREAS the parties finalized their collective bargaining agreement and inadvertently left out language regarding qualifications for health insurance in retirement and

**IT IS HEREBY AGREED AS FOLLOWS:**

The September 1, 2021 to August 31, 2027 collective bargaining agreement is amended to include the missing language as follows:

Article XVIII – Fringe Benefits

B. Health Insurance

4. A faculty member shall be entitled to health insurance upon retirement from employment with the College upon the following terms and conditions:

- a. To be eligible, the retiring faculty member must be the minimum qualifying age of 55 and must have been employed by the College according to the date of hire and years of service detailed below.

If hired before September 1, 1986, ten (10) more years.

If hired on or after September 1, 1986, fifteen (15) or more years.


If hired on or after September 1, 2007, twenty (20) or more years.

If hired on or after October 1, 2014, twenty-five (25) or more years.

- b. Any member who retires under the 2017-2021 contract, as defined in Article XVII, B, 6, a, ceases contributing toward health insurance upon retirement. Faculty members who have thirty (30) or more years of service by September 1, 2017, upon retirement, are exempted from contributing towards health insurance costs regardless of what contract they retire under. Any faculty member with fewer than thirty (30) years of service by September 1, 2017, and who does not retire on or before August 31, 2021, contributes \$1,000 annually toward health insurance upon retirement. Dependent coverage shall be available at full cost to the retiree.
- c. Retirees will continue to receive health insurance during retirement on the same terms and conditions as existed at the time of their retirement, contributing toward the cost as outlined in Article XVIII, B, and as defined in Article XVIII, B, 4, b.

DATED: December 22, 2023

FOR THE COLLEGE:

  
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Carlee Drummer, Ph.D.  
President

FOR THE ASSOCIATION:

  
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William Mathews  
President