
Contractual Agreement

between

The Faculty Association of Monroe Community College
and
Monroe Community College Board of Trustees

Effective September 1, 2015 through August 31, 2018

**MONROE COMMUNITY COLLEGE &
THE FACULTY ASSOCIATION
SEPTEMBER 1, 2015 – AUGUST 31, 2018**

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AGREEMENT

THIS AGREEMENT ("the Agreement") entered into this 1st day of February, 2016, and effective September 1, 2015, by and between the Board of Trustees ("the Board") of Monroe Community College located at 1000 East Henrietta Road, Rochester, New York, and the Faculty Association ("Faculty Association") of Monroe Community College located at 1000 East Henrietta Road, Rochester, New York.

WITNESSETH:

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

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

NOW, THEREFORE, in consideration of the foregoing mutual covenants, it is hereby agreed as follows:

ARTICLE 1 - DEFINITIONS

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

The Faculty Association represents all Faculty set forth in Article 3, Section A.
- 3) The term "**Board**" means the Board of Trustees of Monroe Community College.
- 4) The term "**working day**" means any day the college administrative offices are open for a normal day of business.
- 5) The term "**College**" shall mean Monroe Community College.

ARTICLE 2 - PREAMBLE

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

ARTICLE 3 - RECOGNITION

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

- | | | |
|----|-------------------------|---------------------------------------|
| 1) | Adjunct Faculty | Directors (except as indicated below) |
| | Advisors | Lecturers |
| | Assistant Directors | Librarians |
| | Associate Directors | Managers |
| | Coaches | Professional Staff |
| | Clinical Supervisors | Part-time Faculty |
| | Coordinators | Teaching Faculty |
| | Counselors | Technical Assistants |
| | Department Chairpersons | Specialists |
| | | Other Certified Instructional Staff |

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- 2) This unit **does not** include the President, Vice Presidents, Executive Assistant to the President, General Counsel, Assistants to the President, Assistants to Vice Presidents, Associate Vice Presidents, Assistant Vice Presidents, Executive Dean, Deans, Associate Deans, Assistant Deans, Director of Human Resources, Associate Director of Human Resources, Assistant Director of Human Resources, Controller, Assistant Controller, Internal Auditor, Director of Public Safety and professional personnel of the MCC Foundation, Inc.

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

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

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

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

Section F. Dues. The College shall deduct from the wages of each faculty member and remit to the Faculty Association, on a bi-weekly basis, regular membership dues.

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

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

ARTICLE 4 - FACULTY GOVERNANCE

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

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

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

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

ARTICLE 5 - ACADEMIC FREEDOM AND TENURE

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

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

ARTICLE 6 - FACULTY PERSONNEL RECORDS

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

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

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

- 1) **Addition of Material.** No material will be placed in a personnel folder except by the appropriate Vice President or designee and unless a copy of such material has been sent to the faculty member. The faculty member shall have the right to respond to any material filed and said response shall be attached to the file copy. This material must be added to the file within one year of the date that the appropriate administrator first knew of this information. After a period of five (5) consecutive years the faculty member may apply to the appropriate Vice President and seek the removal of unfavorable material from the personnel file. The only documents which shall be used as the basis for reappointment, evaluation, promotion, continuing appointment, discipline, suspension, or discharge are those that are in the official

open file and accessible to the faculty member. No unsigned documents or anonymous communications shall be filed.

- 2) **Examination of File.** The open file may be examined by a faculty member with a witness. Only authorized personnel shall examine the official files and a memorandum of the use of these files, including the date, by whom used, and the purpose of the use shall be placed in the faculty member's file, except when used for day-to-day administrative maintenance of the files.

ARTICLE 7 - TERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8 - RETRAINING, CROSSOVER ASSIGNMENT, REASSIGNMENT, REDUCTION IN FORCE, AND RECALL

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

Section B. Utilization of Staff.

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

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

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

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

- 1) Part-time employment prior to full-time employment.

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

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

Section E. Crossover Assignment.

- 1) Crossovers are encouraged by the various departments as an educationally effective means of maintaining educational standards and enabling the College to most effectively utilize existing Faculty.
- 2) Crossover assignments will be possible when course offerings or job assignments are available because of resignation or retirement; when adjunct, part-time, or overload sections are currently offered by the departments; and when program expansion and/or enrollment increases are anticipated. A full-time position will be considered available in a teaching department if 36 contact hours were utilized for overload/adjunct sections during the previous year.
- 3) Faculty seeking crossover assignments in another department shall meet the required standards for the specific job assignment(s). These standards shall not exceed those which applied when the most recent department members were hired. The department, upon request, shall convey to the faculty member its written standards and its position on the faculty member's qualifications in relation to these standards.
- 4) When a crossover assignment is part of a plan leading to reassignment and that plan has been approved by the appropriate Vice President, the Faculty Resources Committee, and the receiving department, the faculty member shall be eligible for the following assistance:
 - a) Use of tuition reimbursement funds, federal, state, local, or other funds which may become available for retraining purposes.

- b) Release time up to the equivalent of fifty percent of the faculty member's normal workload for one academic year. Such release time may be utilized over a period of no more than two years.
 - c) Non-compensated leaves of absence for retraining purposes.
 - d) During a non-compensated leave of absence for retraining purposes and for a period of up to one year, the College shall continue the same fringe benefits program.
- 5) Faculty with crossover assignments maintain all rights and privileges in their original departments.

Section F. Reassignment.

- 1) Reassignment will be possible when departmental positions are available because of resignation or retirement; when adjunct, part-time, or overload sections are currently offered by the departments; and when program expansion and/or enrollment increases are anticipated. Faculty identified for reassignment or layoff shall be considered for reassignment only to departments that have or anticipate a need for additional faculty members.
- 2) Faculty seeking reassignment to another department shall meet the required standards for entrance into that department. These standards shall not exceed those which applied when the most recent department members were hired. The department, upon request, shall convey to the faculty member, the Faculty Resources Committee, the appropriate Division Dean or Vice President, its written standards and its position on the faculty member's qualifications in relation to these standards. A full-time position will be considered available in a teaching department if 36 contact hours were utilized for overload/adjunct sections during the previous year.
- 3) A faculty member identified for reassignment shall consult with the original department, the receiving department, the Faculty Resources Committee, the appropriate Division Dean or the Vice President in developing an acceptable retraining plan. The resulting plan shall be reviewed and approved by the receiving department, the Faculty Resources Committee, the

- Division Dean, and the appropriate Vice President. Reassignment will take place on a date indicated in the approved plan providing the requirements of the plan have been met.
- 4) A faculty member whose retraining plan has been fully approved shall be eligible for the following assistance relative to retraining efforts:
- a) Use of tuition reimbursement funds, federal, state, local, or other funds which may become available for retraining purposes.
 - b) Release time up to the equivalent of fifty percent (50%) of the faculty member's normal workload for one academic year. Such release time may be utilized over a period of no more than two years.
 - c) Non-compensated leave of absence for retraining purposes.
 - d) During a non-compensated leave of absence for retraining purposes and for a period of up to one year, the College shall continue the same fringe benefits program.
- 5) If a faculty member is reassigned to another department under the terms of this article, and a vacancy should occur in the former department, the faculty member shall have the right of first refusal to be reassigned back to the former department. In the event that two or more faculty members have been reassigned from the same former department, the right of first refusal will be given to the faculty member with the most seniority.

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

- 1) The receiving department shall review the job performance of the reassigned faculty member at least once each semester (twice each academic year), during a period not to exceed four semesters (two academic years).
- 2) The criteria to be used in this review process shall be the Faculty Evaluation Guidelines (Article 54).
- 3) The purposes of this review shall be to evaluate critically the faculty member's effectiveness in fulfilling new responsibilities and to offer assistance and advice on any aspects of the faculty member's performance in need of further attention and improvement. The

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

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

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

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

ARTICLE 9 - VACATION LEAVE

Section A. Accumulation.

- 1) All professional staff will accumulate vacation at the rate of two (2) days per calendar month. In years when December 24th falls on a Monday-Thursday, professional staff will only accrue one (1) vacation day in December.
- 2) By August 31 of each calendar year, no member of the professional staff may have vacation leave in excess of 20 days in his or her vacation bank. Any days in excess of 20 will be forfeited.
- 3) On September 1 of each calendar year, a member of the professional staff may exchange up to five (5) accumulated vacation days at said member's rate of pay on August 31 of the previous year.
- 4) Vacation leave may be taken at such time as is deemed appropriate by the member's supervisor.
- 5) Members of the professional staff who terminate employment shall be compensated for all accumulated vacation on the next pay day following resignation.
- 6) Members of the teaching faculty shall not accumulate vacation.

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

ARTICLE 10 - SICK LEAVE

Section A. Computation. Faculty shall earn sick leave at the rate of twelve (12) days per year.

This leave will be credited at the rate of one (1) day per month. These credits become cumulative up to a maximum of two hundred twelve (212) days.

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

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

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

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

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

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

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

Section D. Teaching Substitutes.

- 1) **Planned absence.** The College will provide paid substitute teaching faculty from the first day of a planned sick leave absence when one week advance notice is given to the appropriate department chairperson.

- 2) **Unplanned absence.** When sick leave is unplanned and necessitates coverage for one week or less, the substitute will not receive compensation. If unplanned sick leave extends beyond one week, the substitute will receive compensation from the first day of absence.

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

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

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

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

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

Section G. Catastrophic Sick Leave Bank. Each faculty member shall at the beginning of the academic year contribute one day of sick leave from his or her sick leave accumulation each year, with the exception of the last two years of this agreement. For the last two years of this agreement, no

employee contributions of sick leave to the catastrophic leave bank will need to be made. The Labor-Management Committee will review annually the contribution formula to ensure an adequate catastrophic bank.

These sick leave days will be accumulated in a catastrophic sick leave bank and would be available to each contributor who has exhausted individual sick leave and is required to be on leave because of a verifiable illness or disability. The individual lifetime maximum amount that any one person can draw from this bank is ninety (90) days. Disputes regarding the verification of illness shall be resolved by a College-appointed physician.

ARTICLE 11 - PARENTAL LEAVE

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

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

Section C. Additional Leave.

1. All full time faculty will be eligible to receive twenty (20) consecutive days of paid parental leave. These days may be taken consecutively or, when mutually agreed upon by the faculty member and the supervisor, may be taken non-consecutively. Accessing such leave will commence on the birth or adoption of a child, must be taken after any documented sick leave and must be taken within six (6) months of the birth/adoption unless documented medical leave extends beyond six months. For parents other than the birth mother, such leave may be taken any time within six months of the birth/adoption. Designated holidays, winter, spring

and, for 10-month employees, summer (July-August) breaks do not apply to the use of such parental leave for teaching faculty.

2. During the first two years of this agreement, it is not necessary to fund the parental leave bank from the catastrophic sick leave bank or from employee contributions. The Labor-Management Committee will review annually the contribution formula to ensure an adequate parental leave bank.
3. A faculty member shall be entitled upon request to additional unpaid leave to be taken up to one year after birth.

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

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

ARTICLE 12 - ADOPTION LEAVE

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

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

ARTICLE 13 - LEAVE FOR PROFESSIONAL ADVANCEMENT FOR THE BENEFIT OF THE COLLEGE

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

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

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

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

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

Section F. Procedures. Copies of the application are to be presented to the appropriate Department Chairperson, Division Dean, Vice President, and the ad hoc committee on leaves for professional advancement. The faculty ad hoc committee will then review the applications and make its recommendations to the President. The Vice Presidents then recommend to the President the

number of Faculty who should be granted leave. The final recommendation to the Board will be made by the President, in consideration of the above recommendations and the financial position of the College.

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

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

ARTICLE 14 - BEREAVEMENT LEAVE

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

ARTICLE 15 - PERSONAL LEAVE

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

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

ARTICLE 16 - LEAVE FOR JURY DUTY, COURT ATTENDANCE OR OFFICIAL HEARING

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

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

ARTICLE 17 - MILITARY DUTY

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

ARTICLE 18 - OTHER LEAVES OF ABSENCE

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

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

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

ARTICLE 19 - RIGHTS AND BENEFITS OF FACULTY ON LEAVE

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

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

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

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

ARTICLE 20 - HEALTH INSURANCE

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

Section B. College Contribution For Employees Hired on or Before December 31, 2013. For calendar year 2015, the College will contribute up to the following amounts for coverage:

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Single	\$6,441
Sponsor	\$14,815
Family/1 Parent	\$16,219
Family	\$17,069

On each January 1 thereafter, the college contribution will increase by half (50%) of the premium increase on the Excellus BluePoint2 Standard Option B (Blue Standard) point of service contract. The college will not contribute more than the actual cost of the plan selected by the faculty member. The maximum contribution by the faculty member will not exceed 15% of Standard or 20% of Enhanced or PPO premiums. Faculty member contributions will be paid through payroll deduction on a pre-tax basis.

When the benchmark conversion totals the equivalent of 15% of the Standard Plan premium, the benchmark provision shall be deleted from the contract. At that point, all PPO enrollees shall contribute 20%, all Enhanced Plan enrollees shall contribute 20%, and all Standard Plan enrollees shall contribute 15%; and any other plans, when and if offered, enrollees shall contribute 15%.

Section C. College Contribution for Employees Hired on or After January 1, 2014. Employees hired January 1, 2014 or after, will contribute 15% to the Standard premium or 20% to the Enhanced or PPO premiums.

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

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

ARTICLE 21 - DENTAL INSURANCE

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

The College will pay the full cost of this benefit.

ARTICLE 22 - LIFE INSURANCE

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

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

ARTICLE 23 - DISABILITY INSURANCE

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

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

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

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

ARTICLE 24 - LIABILITY INSURANCE

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

ARTICLE 25 - FLEXIBLE SPENDING ACCOUNT

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

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

ARTICLE 26 - TUITION REIMBURSEMENT

The College agrees to budget the amount of \$75,000 per year for tuition reimbursement. This reimbursement is available only for courses at duly accredited colleges and universities.

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

The maximum amount available for any year is \$3,000 per faculty member. The maximum amount available will be distributed equally when the total approved request exceeds the budgeted amount.

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

ARTICLE 27 – RETIREMENT

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

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

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

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

Section D. Health Insurance Coverage for Retired Faculty.

- 1) For those retired faculty with fifteen (15) or more continuous years of full-time service as employees of the College, who have reached the age of 55 or for those retired faculty with a minimum of 12 years continuous full-time service who have reached age 65 at the time of

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retirement, the College agrees to provide health insurance coverage that approximates the coverage provided to active employees. For those faculty who are eligible for Medicare, the College agrees to provide additional health insurance coverage which increases their coverage to that approximating the non-Medicare faculty. The Board may grant the above benefit to a retiree with less than fifteen (15) years of service.

- 2) Health insurance eligible employees who retire prior to 9/1/2014 will receive fully paid health insurance premiums.
- 3) Effective 9/1/2014, the College contribution to health insurance premiums for those retirees eligible for employer provided health insurance coverage will be as follows:
 - a) For health insurance eligible retirees with 25 or more years of service, the College will contribute 100% of the health insurance premium cost.
 - b) For health insurance eligible retirees with 20-24 years of service, the College will contribute 95% of the health insurance premium cost.
 - c) For health insurance eligible retirees with less than 20 years of service, the College will contribute 90% of the health insurance premium cost.

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

- 1) **Work Assignments.** An employee who elects the phased in retirement option will have their workload reduced a minimum of 20%, up to a maximum of 50%, and a corresponding reduction will be made to the individual's salary. Workload reductions are subject to approval by the employee's immediate supervisor and the Vice President of their division. Mutually agreed upon changes may be made to the employee's assignment to allow for participation in

- this program if those changes are consistent with the employee's job responsibilities and duties at the time that they elect to participate in this program.
- 2) **Irrevocable Letter of Retirement.** To be eligible for this phased in retirement option, the employee must submit an irrevocable letter of retirement. The employee's eligibility for retirement benefits will be determined by the collective bargaining agreement in effect on the date of the letter. A summary of the employee's benefits in retirement shall be provided to the employee once the request for participation in this program is approved. By submitting the irrevocable letter of retirement, the employee is relinquishing their continuing or annual appointment in exchange for a term appointment with basic due process protections.
- 3) **Professional Responsibilities.** Employees who elect to participate in this program are subject to the same professional responsibilities that they had prior to their participation in this program. Employees participating in this program are expected to maintain the same level of effort and quality of work that was expected prior to their decision to retire and failure to maintain this level of effort or quality of work may result in the employee having to retire earlier than anticipated under the program. Prior to invoking the right to require the employee to retire earlier than anticipated, management will meet with the employee, counsel them regarding their work performance and allow them a reasonable time to improve their work performance. Management will advise the employee of their right to have a Faculty Association representative in any meeting that addresses their performance and that could lead to the early termination of their participation in this program. If the employee fails to improve after counselling, the College may force early retirement by not renewing the term appointment after giving the employee the contractually specified minimum of six months' notice for term appointments or half of the time remaining in their phased retirement plan if that time is less than six months.
- 4) **Entitlement to Benefits.** Employees who elect to participate in this phased in retirement program will maintain the same health, dental, life and disability insurance benefits in place at the time that they submit their irrevocable letter of retirement. An employee who elects to

- participate in this program will have their paid time off benefits (vacation, personal and sick leave) reduced by the same prorated amount as their workload and salary reduction. Should a wage increase be negotiated during the employee's phased in retirement period, the employee will receive the negotiated increase. If the increase is a dollar amount, rather than a percentage, the employee will receive a prorated share of the dollar amount increase – this prorated share will be the same as the employee's prorated workload. A percentage increase will be based on the employee's prorated salary under this program. Employees who participate in this program shall not be eligible to participate in: Parental/Adoption Leave, Tuition Reimbursement, Salary Equity, Leave for Professional Advancement for the Benefit of the College, and Early Retirement.
- 5) **Approval.** Participation in this program shall be subject to the approval of the employee's immediate supervisor and divisional vice president. The decision to deny an employee's request for phased in retirement will be subject to the grievance procedure, but is not subject to arbitration.
- 6) **Retirement.** The employee's retirement will occur at the end of the term specified in their irrevocable letter of retirement, or sooner, upon 30 days' notice by the retiree, or due to performance issues as set forth above. At retirement, participants in this program will be subject to Article 27 and Article 58 of the collective bargaining agreement.

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

ARTICLE 28 - SUPPLEMENTAL RETIREMENT ACCOUNTS

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

ARTICLE 29 - SAVINGS AND CREDIT UNION

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

ARTICLE 30 - DIRECT DEPOSIT

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

ARTICLE 31 - FACULTY ASSOCIATION OFFICE

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

ARTICLE 32 - ADJUNCT FACULTY

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

Section B. Professional Working Conditions.

1) **Office Space and Integration into the Professional and Intellectual Life of the College.**

A committee consisting of three College and three Faculty Association appointees shall periodically make recommendations on ways to provide office space for the use of adjunct faculty to integrate adjunct faculty into the intellectual and professional life of the College.

2) **Mail Folder Locations.** All adjunct faculty will have a mail folder in the mailroom and will be provided appropriate mail service by their individual departments.

- 3) **Listing in College Publications.** All adjunct faculty shall have an opportunity to be included and listed as such in the College Directory. After four (4) cumulative semesters of employment, adjunct faculty shall have an opportunity to also be listed in the College Catalog if they request such listing.
- 4) **Orientation – College and Departmental.** The College may provide an orientation for all new adjunct faculty. Department orientations shall be held at the beginning of each semester for adjunct faculty.
- 5) **Announcements.** When a full time vacancy occurs, such vacancies shall be posted on the College's website and the College's posting boards. Adjunct faculty members shall be advised to review those postings and announcements by their department. Upon application, adjunct faculty who possess the minimum qualifications and have taught 10 or more semesters in a department will receive an interview for a vacancy which occurs in that department.

Section C. Assignment of Available Courses.

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

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

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

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Departmental procedures must facilitate the process for the timely appointment and employment of adjunct faculty.

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

Section D. Compensation.

An adjunct faculty member may teach no more than nine (9) contact hours in any one semester. Exceptions to this limit may be agreed to jointly by the Vice President, Academic Services and the Faculty Association.

Adjuncts will be compensated as follows:

	Amount Per Contact Hour Per Semester		
Rank	2015-16	2016-17	2017-18
Lecturer	\$997	\$1,017	\$1,037
Instructor	\$997	\$1,017	\$1,037
Assistant Professor	\$1,052	\$1,073	\$1,095
Associate Professor	\$1,118	\$1,140	\$1,163
Professor	\$1,218	\$1,242	\$1,267

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

instruction and assessment materials, and other departmentally determined criteria related to teaching.

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

To be considered for promotion, an adjunct faculty:

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

(See Appendix A23-28)

Section F. Benefits.

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

Section G. Academic Freedom. Academic freedom applies to adjunct faculty.

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

Article 1 – Definitions

Article 2 – Preamble

Article 3 – Recognition

Article 4 – Governance, Section B

Article 6 – Faculty Personnel Records

Article 7(A) – Termination

Article 24 – Liability Insurance

Article 28 – Supplemental Retirement Accounts

Article 29 – Savings and Credit Union

Article 30 – Direct Deposit

Article 34 – Parking

Article 36 – Annual College Budget

Article 37 – Faculty Association Release Time

Article 39 – Contract Legality

Article 40 – Contract Administration

Article 41 – Contract Printing and Distribution

Article 42 – Rights of the Board of Trustees

Article 44 – Grievance Procedures

Article 59 – Distance Education

Article 62 – Realignment

Article 64 – Faculty with Multiple Assignments

Article 65 – Final Provisions

ARTICLE 33 - FACILITIES PLANNING

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

ARTICLE 34 - PARKING

The College shall provide cost-free reserved parking facilities for Faculty in parking lots A, F, G, K, M and Q.

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

ARTICLE 35 - INVOLVEMENT IN THE ANNUAL COLLEGE BUDGET

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

ARTICLE 36 - ANNUAL COLLEGE BUDGET

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

ARTICLE 37 - FACULTY ASSOCIATION RELEASE TIME

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

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

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

ARTICLE 38 - HOLIDAYS

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

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

ARTICLE 39 - CONTRACT LEGALITY

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

ARTICLE 40 - CONTRACT ADMINISTRATION

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

ARTICLE 41 - CONTRACT PRINTING AND DISTRIBUTION

Copies of this Agreement shall be printed at the expense of the College and distributed to all Faculty.

ARTICLE 42 - RIGHTS OF THE BOARD OF TRUSTEES

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

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

ARTICLE 43 - BOARD OF TRUSTEES' POLICIES

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

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

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

ARTICLE 44 - GRIEVANCE PROCEDURES

Section A. Declaration of Policy.

- 1) The term "**grievance**" as used herein shall mean any complaint by any person covered by this Agreement, the College or Faculty Association on its own behalf, that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement.
- 2) This Agreement shall not provide for the handling of alleged grievances which occurred prior to its signing nor shall it prejudice in any way any of the other rights which said faculty member or members have at their disposal.
- 3) Grievances shall follow the procedures outlined in Section B below. The termination of employment by the College shall not be the subject of a grievance. This does not deny to any member existing rights under Article 7 (Termination) of this Agreement.
- 4) Every person or group of persons covered by this Agreement shall have the right to present grievances in accordance with the appropriate procedures. Grievances must be initiated in writing within twenty-five (25) working days after a person or group actually knew of the act or condition on which the grievance is based.
- 5) Every person or organization who has the right to bring a grievance hereunder has the right to be represented at all stages thereof by any representative of the person's choice, except that, if the Faculty Association is not chosen as the representative of the grievant, it shall have the right to have a representative present at each stage of the grievance procedure, which representative may participate to the extent of presenting the position of the Faculty Association.
- 6) In any instance where the Faculty Association is not represented in the grievance procedures, the administrator making the decision will notify the Faculty Association in writing of the resolution of the grievance at each level. The Faculty Association may appeal any

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grievance which seems either to violate any term of this Agreement or to affect working conditions of the employees in the bargaining unit.

- 7) The failure of an administrator at any level to communicate a decision to the grievant within the proper time limit shall permit the grievant to proceed to the next stage of the grievance procedure.
- 8) The failure of a person or the Faculty Association to appeal a grievance to the next higher stage within the proper time limits shall constitute a withdrawal and shall bar further action on the grievance.
- 9) Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all interested parties to attend. Said hearing shall be scheduled when possible to avoid interference with class schedules. When such hearings and conferences are held during class or working hours, all persons whose presence is required shall be excused for that purpose without loss of salary from the College.

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

- 1) **Step One** – All grievances shall, whenever possible, be discussed first between the grievant and the grievant's supervisor to attempt in good faith to resolve the differences between them without invoking the steps as hereinafter set forth.
- 2) **Step Two** – The grievant, or the grievant's representative, shall formally initiate the grievance by presenting it in writing to the immediate administrative person who shall have authority to render a decision disposing of the grievance. If such grievance is not satisfactorily resolved at Step Two within six (6) working days, the administrator's decision shall be communicated in writing to the grievant and to the grievant's representative before the end of the seventh (7) working day after the grievance has been presented.

- 3) **Step Three** – If the grievance has not been resolved at Step Two, the grievant or Faculty Association may appeal the decision to the President (or the Acting President) of the College within ten (10) working days after receiving second step disposition. The President's decision shall be communicated in writing together with the supporting reasons to the grievant, the grievant's representative and/or to the Faculty Association within fifteen (15) working days after being received by the President.

- 4) **Step Four** – If a grievance has not been resolved at the conclusion of Step Three, it may be appealed to arbitration pursuant to written notice filed with the President within fifteen (15) working days after receipt by the grievant and the grievant's representative of the decision rendered by the President. The arbitrator shall be selected by the parties from a list of arbitrators submitted in accordance with the rules of the American Arbitration Association. The arbitrator's decision shall be in writing and shall set forth findings of fact, conclusions, and order which shall be binding on all parties. The arbitrator shall not have the authority to add to, subtract from, or modify the express provisions of this Agreement or any provisions incorporated by reference herein. The cost of arbitration, including the fees and expenses of the arbitrator, shall be shared equally by the parties. In the event that the Faculty Association does not represent the individual in a grievance action taken to arbitration, the cost and expenses will be shared equally by the grievant and the College.

Section C. Procedure for College Grievances.

- 1) The College shall have the right to initiate a grievance. This grievance shall be initiated within twenty-five (25) working days after the College actually knew of the act or condition upon which the grievance is based.

- 2) **Step One** – All grievances shall be discussed first between a representative of the College designated by the President and a representative of the Faculty Association designated by the President of the Faculty Association, to attempt in good faith to resolve the differences between them without involving the steps as hereinafter set forth.

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- 3) **Step Two** – If the grievance is not settled through discussion, the College shall formally initiate its grievance by presenting it in writing to the President of the Faculty Association. The final determination at Step Two of the grievance shall be made by the President of the Faculty Association. The President of the Faculty Association shall communicate the position of the Faculty Association in writing to the President within fifteen (15) working days.
- 4) **Step Three** – If the College grievance has not been resolved at the conclusion of Step Two, it may be appealed to arbitration pursuant to written notice filed with the President of the Faculty Association within fifteen (15) working days after receipt by the College of the position decided by the Faculty Association. The arbitrator shall be selected by the parties from a list of arbitrators submitted in accordance with the rules of the American Arbitration Association. The arbitrator's decision shall be in writing and shall set forth findings of fact, conclusions, and order which shall be binding on all parties. The arbitrator shall not have authority to add to, subtract from, or modify the express provisions of this Agreement or any provisions incorporated by reference herein. The cost of arbitration, including the fees and expenses of the arbitrator, shall be shared equally by the parties.

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ARTICLE 45 - COMPENSATION

Section A. Increases.

The annual base salary of full-time members in the bargaining unit shall be increased by 1% effective 9/1/15, 2% effective 9/1/16, and 2% effective 9/1/17.

Section B. Salary Range For Ten-Month & Twelve-Month Faculty With Academic Rank

In 2015-16, the salary ranges are increased by 1%, in 2016-17 the salary ranges are increased by 2%, and in 2017-18 the salary ranges are increased by 2%, as shown on the chart below.

RANK	MONTH	MIN/MAX	2015-16	2016-17	2017-18
Lecturer	10	Min	40,452	41,261	42,086
		Max	72,370	73,817	75,293
Instructor	10	Min	46,977	47,917	48,875
		Max	72,370	73,817	75,293
Assistant Professor	10	Min	52,198	53,242	54,307
		Max	84,042	85,723	87,437
Associate Professor	10	Min	57,419	58,567	59,738
		Max	96,156	98,079	100,041
Professor	10	Min	65,245	66,550	67,881
		Max	104,629	106,722	108,856
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Lecturer	12	Min	46,116	47,038	47,979
		Max	84,619	86,311	88,037
Instructor	12	Min	53,553	54,624	55,717
		Max	84,619	86,311	88,037
Assistant Professor	12	Min	59,505	60,695	61,909
		Max	98,630	100,602	102,614
Associate Professor	12	Min	65,453	66,762	68,097
		Max	113,165	115,429	117,737
Professor	12	Min	74,379	75,867	77,384
		Max	123,331	125,798	128,314

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Section C. Salary Range For Twelve-Month Faculty Without Academic Rank

In 2015-16, the salary ranges are increased by 1%, in 2016-17 the salary ranges are increased by 2%, and in 2017-18 the salary ranges are increased by 2%, as shown on the chart below.

TITLE	MIN/MAX	2015-16	2016-17	2017-18
Technical Assistant/Advisor	Min	37,190	37,934	38,693
	Max	65,398	66,705	68,040
Senior Technical Assistant/Senior Advisor	Min	41,756	42,592	43,443
	Max	70,588	72,000	73,440
Coordinator II, Manager II, Program Coordinator II, Program Director II, Specialist II, Supervisor II	Min	46,977	47,917	48,875
	Max	77,343	78,890	80,467
Coordinator I, Manager I, Program Coordinator I, Program Director I, Specialist I, Supervisor I	Min	54,805	55,901	57,019
	Max	88,765	90,540	92,351
Assistant Director, Coach II, Project Director	Min	57,416	58,565	59,736
	Max	97,340	99,287	101,272
Associate Director	Min	66,550	67,881	69,239
	Max	100,477	102,486	104,536
Director II, Coach I, Senior Specialist	Min	71,770	73,205	74,669
	Max	105,030	107,131	109,273
Director I	Min	86,125	87,847	89,604
	Max	116,090	118,412	120,780

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

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

	Amount Per Contact Hour Per Semester		
Rank	2015-16	2016-17	2017-18
Lecturer	\$997	\$1,017	\$1,037
Instructor	\$997	\$1,017	\$1,037
Assistant Professor	\$1,052	\$1,073	\$1,095
Associate Professor	\$1,118	\$1,140	\$1,163
Professor	\$1,218	\$1,242	\$1,267

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

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

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

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

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Section J. Adjunct Supervision. Compensation for adjunct supervision will be paid as follows:

Number of Adjunct Sections:	Supervision Supplement:
	2012-15
0 - 10	\$ -0-
11 – 30	3,376
31 - 50	4,502
51 - 75	6,753
76 - 100	7,878
101 - 150	9,568
151-200	11,255
201-250	12,943
251 and above	14,632

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

Section L. Grants. Faculty funded by grants shall only be eligible for increases to the extent grant funds are available for this purpose.

Section M. Payment of Full-time Temporary Teaching Faculty.

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

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Section N. Stipends for Interim/Acting Positions.

Faculty functioning in an Interim/Acting role will receive additional compensation as follows:

Interim/Acting Title	Monthly Stipend
Director I	\$600
Director II	525
Associate Director	525
Assistant Director	475
Project Director (Grant)	475
Program Director (Grant), Coordinator	400

ARTICLE 46 - SALARY EQUITY

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

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

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

- 1) Promotions to a higher academic rank for the next year will be listed in the new rank;
- 2) All retirements known as of June 1 will be deleted from the roster;
- 3) Advisors, Senior Advisors, Technical Assistants, Senior Technical Assistants and temporary faculty are not eligible for equity and are not included on roster;

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

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

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

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- 4) A faculty member who is a Professor will have his/her salary (if necessary) adjusted up to the average for Professor salaries for that year at the beginning of his/her twentieth year of service.
- 5) A faculty member who is a Professor will have his/her salary (if necessary) adjusted up to the salary that would be equivalent to one-quarter standard deviation above the average for his/her rank at the beginning of his/her twenty-fifth year of service.
- 6) A faculty member who is a Professor will have his/her salary adjusted up to the salary that would be equivalent to one-half standard deviation above the average for his/her rank at the beginning of his/her thirtieth year of service.
- 7) Higher rank faculty who do not meet the number of years criteria for adjustment for their rank but do meet the criteria for the lower rank, will be adjusted to the average for the lower rank, if necessary.
- 8) For salary adjustments that occur each year of this Agreement, the salary after adjustments for each rank will not be higher than those adjusted salaries that occurred in the first year of equity (1987/88) plus all salary increases subsequent to 1987/88.

ARTICLE 47 - WORKLOAD FOR TEACHING FACULTY

Section A. Buy Down.

- 1) Provided that written notice is given to the appropriate dean no later than February 1 of the preceding year, up to one-third of teaching faculty may elect to reduce his/her load by three (3) faculty contact hours (FCH). The salary of each member of the teaching faculty electing three (3) FCH reductions shall be reduced by a sum proportionate to the workload reduction.
- 2) If a teaching faculty member desires to reduce his/her workload by more than three (3) FCH but no more than six (6) FCH, he or she may request such a reduction from the Vice President, Academic Services. The vice president, in his or her discretion, may grant such a request. The salary of each teaching faculty member receiving more than three (3) FCH but

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no more than six (6) FCH reductions shall be reduced in the same proportion as in section B (1) above.

- 3) A reduction in faculty contact hours (FCH) under this article will not reduce a teaching faculty member's other contractual obligations.
- 4) If more than one-third of the teaching faculty elects in writing to reduce workload by three (3) FCH, an order of priority will be developed by the Faculty Association and the College under which only one-third of the teaching faculty will be allowed to teach a reduced workload.
- 5) This section shall not obligate the Vice President, Academic Services to increase the number of department full-time or part-time faculty.
- 6) Faculty who elect to reduce workload are not eligible for overload in that academic year except as necessary to complete a workload obligation.

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

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

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

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

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

Section E. Faculty Professional Developmental Fund Applications. Teaching faculty may contribute to a Faculty Professional Development Fund as follows: (1) class size adjustment increases for full-time faculty in excess of load applications, (2) contact hours taught by full-time faculty which are neither applied to load nor treated as overload, (3) all increases in class size made for adjunct faculty.

Student credit hours accrued in this manner shall contribute to the Professional Development Fund at the rate of State base aid per student FTE - up to a maximum of \$475,000. These funds will be distributed in the year after they are earned, as follows: 50% to the generating department, 5% to the College Professional Development Office, 5% to support new faculty orientation and training and 40% to the President, Vice Presidents, and the Academic Deans on a per capita basis of members represented by the Faculty Association for use in professional development projects.

(See Appendix A 20-21)

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

Section G. Scheduling. No full-time teaching faculty member shall be required to teach evening classes as part of a full-time teaching load unless a full-time teaching load is not available during the day in the department. A teaching obligation shall not extend beyond June 30 except where teaching faculty cannot satisfy their teaching obligation during the fall, intersession and spring semesters. Full-time teaching faculty shall have opportunities to fulfill their teaching obligation days, evenings, weekends, and through College-sponsored credit courses offered through the Office of Workforce

Development. Faculty members may teach a proportion of their on-load responsibility during the summer to support preapproved professional development activities that would occur during the normal academic year. If the course is canceled during the summer, that on-load deficit will be made up during the subsequent academic year. An overload teaching assignment may consist of only part of a particular course or section, thus allowing a course to be taught partially as overload.

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

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

Section I. Advisement. Each full-time teaching faculty member shall participate in thirty (30) planned formal hours of advisement per academic year. Teaching faculty who do not participate in the formal planned approved advisement activities must meet their advisement responsibility by teaching one additional faculty contact hour per fifteen (15) hours of advisement. This advisement responsibility can be met through teaching a required orientation/advisement course.

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

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

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

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

Section M. Dual Credit Courses. In dual credit courses, a member of the teaching faculty will be assigned as the faculty sponsor of record. The faculty sponsor is responsible for all supervisory aspects of the course, including such activities as orientation of the high school teacher, registration

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of students, certification of attendance, review of all instructional materials, course outline and examinations, observation of classroom teaching, review of student performance in cooperation with the high school teacher, assignment of final grades, sign off of the final grade report and coordination with College administrative offices.

The faculty sponsor will receive faculty contact hour (FCH) workload credit for the supervision of dual credit courses according to the following schedule:

One (1) FCH credit for supervision of the first high school instructor per course per site; one-half (1/2) FCH credit for supervision of each additional instructor, per course, per site.

Workload credit received by a faculty sponsor may be used for on-load or overload credit.

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

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

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

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

¹ Annual base load is contractually set. (Appendix A7-A8)

² Annual FCH base load includes reductions in load for released time or buydown.

³ 9 FCH is contractually set as the maximum overload per semester. (Article 45 Section E)

⁴ Overload is limited by buydown. (Article 47 (A)(6))

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

ARTICLE 48 - OFF-CAMPUS EXPENSE

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

ARTICLE 49 - TUITION WAIVER

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

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

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

ARTICLE 50 - EARLY RETIREMENT

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

Section B. Benefits.

- 1) **Health Insurance.** The same health insurance benefit shall be available as is available to the Faculty under this Agreement. The same rate of College contribution shall be provided.

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

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

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

ARTICLE 51 - PART-TIME TEACHING FACULTY AND PROFESSIONAL STAFF

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

The purpose of this article is to recognize the contributions of part-time teaching faculty and professional staff, to attract and maintain a high caliber of part-time teaching faculty and professional staff, and to ensure the continued quality of education at the College. Both parties agree that nothing in the article shall be the basis for discrimination for reason of age, race, color, religion, sex, sexual orientation, national origin, marital status, or disability.

Section B. Part-Time Teaching Faculty .

- 1) **Definition.** Part-time teaching faculty are defined as those faculty teaching more than nine (9) FCH per semester but no more than 80% of a departmental workload, hired for more than

one semester and hired to perform the full range of responsibilities of a full-time teaching faculty member in proportion to the assigned load.

- 2) **Nine Month Part-time Teaching Faculty.** Nine-month part-time teaching faculty may be added to supplement the full-time teaching faculty and adjunct faculty. The contractual year for these positions is September 1 to May 31. The salary for those positions shall be based on the salary schedule found in Article 45 (B) of this Agreement and prorated to reflect the teaching load assigned and the length of the assignment. Their responsibilities include the full range of responsibilities of a full-time teaching faculty member, in proportion to the assigned load.

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

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

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

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

- 1) The base salary of all salaried part-time faculty will be increased according to the table found in Article 45, Section A, and prorated accordingly.
- 2) The rate paid to those part-time faculty making hourly wages will be increased as follows:
 - 9/1/15: 1%
 - 9/1/16: 2%
 - 9/1/17: 2%

- 3) Part-time teaching faculty hired for one semester will be compensated for four (4) months. If a part-time teaching faculty member hired for the fall semester is renewed or extended for the spring semester, that person will work for the College in January and will be compensated for nine (9) months.

Section G. Benefits.

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

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

Article 1 – Definitions

Article 2 – Preamble

Article 3 – Recognition

Article 4 – Governance, Section B

Article 6 – Faculty Personnel Records

Article 7(A) – Termination

Article 24 – Liability Insurance

Article 28 – Supplemental Retirement Accounts

Article 29 – Savings and Credit Union

Article 30 – Direct Deposit

Article 34 – Parking

Article 36 – Annual College Budget

Article 37 – Faculty Association Release Time

Article 39 – Contract Legality

Article 40 – Contract Administration

Article 41 – Contract Printing and Distribution

Article 42 – Rights of the Board of Trustees

Article 44 – Grievance Procedures

Article 45 – Compensation

Article 54 – Evaluation

Article 57 – Orientation

Article 59 – Distance Education

Article 62 – Realignment

Article 63 – Department Chairs

Article 64 – Faculty with Multiple Assignments

Article 65 – Final Provisions

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

Section J. Professional Working Conditions.

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

Section K. Emergency Replacement.

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

- 1) **Order of Replacement:** The department chair or designee should proceed to fill the emergency vacancy in the following order*:
 - a) Full-time faculty whose overload does not exceed 9 FCH;
 - b) Adjuncts whose assignments do not exceed 9 FCHIf assignments cannot be covered, the Academic Vice President or designee can approve

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other coverage options in the following order:

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

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

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

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ARTICLE 52 - PROMOTION WITHIN JOB CLASSIFICATION

Section A. These non-ranked positions are eligible for promotion at the beginning of the sixth year of full-time employment in the position.

Title	Promotional Title	Minimum Increase to Base
Advisor	Senior Advisor	\$ 700
Technical Assistant	Senior Technical Assistant	\$ 700
Coordinator II	Coordinator I	\$ 850
Manager II	Manager I	\$ 850
Program Coordinator II	Program Coordinator I	\$ 850
Program Director II	Program Director I	\$ 850
Specialist II	Specialist I	\$ 850
Supervisor II	Supervisor I	\$ 850

Promotion is based on processes articulated in Article 54, Faculty Evaluation.

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

ARTICLE 53 - JOINT COMMITTEE ON LABOR/MANAGEMENT COOPERATION

It is agreed that a Labor/Management Committee consisting of at least three (3) and not more than five (5) members selected by the Faculty Association, one of whom shall be the Faculty Association Contract Administrator, and at least three but not more than five members appointed by the President, one of whom shall be the College Contract Administrator, will be established. The purpose of this committee is to discuss any matters of mutual concern to the Faculty Association and the College. The agenda for each Committee meeting shall be established by the President or a designee and President of the Faculty Association or a designee.

It is agreed that in the interest of efficient management and harmonious labor relations, it is desirable that periodic meetings be held. At least ten (10) days prior to each meeting the College and

the Faculty Association will exchange information as to the proposed subjects to be discussed at the forthcoming meeting. The times, dates and places of the meetings shall be agreed upon by the contract administrators.

No provisions of this section shall in any manner be used to alter the terms of this Agreement, nor shall it in any way abrogate the rights and obligations of either party to this Agreement.

ARTICLE 54 - FACULTY EVALUATION

I. GENERAL INFORMATION

- A) **Purpose:** The purpose of faculty evaluation is to help faculty improve their performance and to guide decisions about reappointment, tenure and promotion.
- B) **Application:** This section applies to all full-time and part-time faculty. Adjunct evaluation is covered in Article 32.
- C) **Role of Faculty:** The faculty shall have primary but not sole responsibility for evaluation. The faculty have the responsibility and opportunity to present to the President recommendations concerning faculty status: reappointments, tenure and promotions using the procedure described in this article.
- D) **Board of Trustees:** The Board of Trustees makes the final decisions regarding retention, tenure and promotion of faculty.
- E) **Frequency:** Faculty who have been at the college fewer than five (5) full years shall be evaluated at least once annually. Faculty who have been at the college for more than five (5) years shall be evaluated at least once every three (3) years. Faculty seeking promotion shall be evaluated at least once within the preceding twelve (12) months. In addition, departments may create policies and procedures for additional evaluations.

F) Annual Faculty Development Report

- 1) Faculty are required to complete an Annual Faculty Development Report (AFDR) which summarizes their work for an academic year.
- 2) Each Vice President shall determine the submission due date of the AFDR.
- 3) The AFDR will become part of the official personnel file.
- 4) Separate forms for faculty in ranked and non-ranked positions are included in the appendix to this contract.

II. EVALUATION OF FACULTY IN RANKED POSITIONS

A. Policies and Procedures for Evaluation

1) Position Descriptions

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

2) Evaluators

- a) The department chairperson, director or equivalent, or the chairperson of the tenured faculty committee, shall be responsible for the implementation and coordination of the evaluation process and procedures.

- b) Tenured members of the department and the department chairperson, director or equivalent, or a committee thereof shall serve as evaluators.
 - c) The College and Faculty Association shall provide guidance and training for evaluators.
- 3) **Criteria for Faculty Evaluation**
- a) **Effectiveness in Position**
 - 1) **Teaching Effectiveness** (for those in teaching positions) may include, but is not limited to, the following:
 - i) Demonstrates knowledge and teaching skills necessary for the course.
 - ii) Adapts methods and materials to the needs and different learning styles of individuals and groups while maintaining high academic standards.
 - iii) Facilitates interactive classroom activities, encouraging student participation and critical thinking.
 - iv) Demonstrates the relevance of classroom learning to real life application.
 - v) Creates assignments that correspond with desired learning outcomes.
 - vi) Evaluates student progress fairly and promptly.
 - vii) **Classroom Observations:**
 - The faculty member, the department chairperson, department evaluation committee, or the appropriate administrator may initiate classroom observations.

- The faculty member shall receive written notice at least four (4) working days in advance of each classroom observation. The notice shall include the name of the observer, the time of the observation, and the course to be observed.
- The evaluated faculty member shall receive the written observation report no later than ten (10) days after the observation. The evaluated faculty member shall sign and promptly return a copy of the observation report to the observer. This signature indicates receipt of the report and does not signify agreement.
- Within ten (10) working days of receiving the report, the evaluated faculty member has the option of filing a written response to the report, which will be attached to the report.
- The evaluated faculty member may request a second classroom observation.

2) **Professional Effectiveness** (for those in professional positions) may include, but is not limited to, the following

- i) Produces work of high quality and appropriate quantity.
- ii) Evidences knowledge, competence and skill in position.
- iii) Accepts responsibility, employs valid judgment and demonstrates initiative.
- iv) Organizes and disseminates information.

- v) Meets time standards and commitments.
 - vi) Demonstrates enthusiasm in position.
 - vii) Shows planning, leadership and organizational skills.
 - viii) Demonstrates positive attitudes regarding supervision and teamwork.
- b) **Professional Activity and Growth** may include, but is not limited to, the following:
- 1) Keeps current in discipline or area of responsibility (e.g., attending conferences and workshops, pursuing independent study or appropriate advanced study, involvement with cultural activities).
 - 2) Contributes to the professional field (e.g., active membership in professional organizations, presentations and publications).
 - 3) Enhances professional credentials through formal credit course work, advanced degrees, professional certifications, research and publications.
- c) **Service to Students, College and Community** may include, but is not limited to, the following:
- 1) Fosters student well-being (e.g., refers students to appropriate office(s) and/or staff member(s), generates ideas to improve services, and develops courses or activities in response to student needs).
 - 2) Assists in student advising, co-curricular activities, letters of recommendation, student scholarships and internships.

- 3) Supports College's overall mission, philosophy, goals, and objectives.
- 4) Actively participates in department, program, division and College activities (e.g., committee work, elected offices, mentorship and involvement in Faculty Association).
- 5) Participates in problem-solving processes by generating and sharing ideas.
- 6) Activities directly related to position at MCC: Shares professional expertise with the community for community understanding and goodwill (e.g., community presentations or high school/college visitations).
- 7) Indirectly related activities that enhance the well-being of the community: Actively participates in community activities for the good and well-being of the community (e.g., holding office in community organizations or committee membership in community organizations).

4) **Materials for Evaluation Packet**

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

5) **Evaluation Procedures**

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

B. Retention and Tenure

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

C. Promotion

- 1) Promotion from rank to rank is not automatic, but is based on sustained and meritorious performance in the following three domains:
 - a) Classroom teaching or position.
 - b) Professional growth.
 - c) Service to students, college and community.
- 2) Faculty are eligible for their first promotion at the beginning of their sixth (6th) year in the position and may apply as early as the fifth (5th) year. (Years of adjunct service do not apply.)
- 3) The degree expected for promotion shall be a Master's degree in or related to the field of employment. The department chairperson and Vice President may agree on a substitute.
- 4) A faculty member initiates the promotion process by notifying the department. The department or a committee thereof evaluates the faculty

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member as directed in this article and makes a recommendation to the chairperson, director or equivalent.

- 5) The chairperson, director or equivalent shall make a separate recommendation after reviewing the recommendation of the department or committee and forward both recommendations to the dean or appropriate administrator. The dean or appropriate administrator shall forward all recommendations plus his or her own to the Vice President.
- 6) If a faculty member receives a recommendation not to promote from any level up to and including the Vice President, the individual shall be notified of the recommendation and given the choice to withdraw the request for promotion or direct that the request for promotion be submitted to the next higher level, along with any response.
- 7) The Vice Presidents shall forward to the President of the College all faculty recommendations. Recommendations can be made concerning faculty status by deans, administrators and Vice Presidents. Such recommendations shall be made only after consideration of the faculty recommendations.
- 8) While recognizing the primary, but not sole, responsibility for faculty recommending faculty status, the President shall consider all the recommendations from faculty through departments and/or the appropriate faculty committee.
- 9) The President, after consultation with the Vice Presidents and any other faculty or staff members he/she chooses, shall submit his/her recommendations to the Board of the College.
- 10) Promotion Schedule
 - a) On or before December 15 – departments forward recommendations to the dean or appropriate administrator.

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

D. Post-Tenure Review

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

III. EVALUATION OF FACULTY IN NON-RANKED POSITIONS

A. Policies and Procedures for Evaluation

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

- c) Appropriate administrators shall draft position descriptions and forward them to the department director or other administrator for review.
- 2) **Evaluators**
- a) The department chairperson, director or equivalent shall be responsible for the implementation and coordination of the evaluation process and procedures.
 - b) Tenured members of the department, if any, non-probationary faculty of at least similar title and responsibility, and the director, chairperson or other appropriate administrator, or a committee thereof shall serve as evaluators.
 - c) The College and Faculty Association shall provide guidance and training for evaluators.
- 3) **Criteria for Faculty Evaluation**
- a) **Position Effectiveness** (for professional staff) may include, but is not limited to, the following:
 - 1) Produces work of high quality and appropriate quantity.
 - 2) Evidences knowledge, competence and skill in position.
 - 3) Accepts responsibility, employs valid judgment and demonstrates initiative.
 - 4) Organizes and disseminates information.
 - 5) Meets time standards and commitments.
 - 6) Demonstrates enthusiasm in position.
 - 7) Shows planning, leadership and organizational skills.
 - 8) Demonstrates positive attitude regarding supervision and teamwork.

- b) **Professional Activity and Growth** may include, but is not limited to, the following:
- 1) Keeps current in area of responsibility (e.g., attending conferences and workshops, pursuing independent study or appropriate advanced study, involvement with cultural activities).
 - 2) Contributes to the professional field (e.g., active membership in professional organizations, presentations or publications).
 - 3) Enhances professional credentials through formal credit course work, advanced degrees, professional certifications, research and publications.
- c) **Service to Students, College and Community** may include, but is not limited to, the following:
- 1) Supports College's overall mission, philosophy, goals and objectives.
 - 2) Actively participates in department, program, division and College activities (e.g., committee work, elected offices, mentorship and involvement in Faculty Association).
 - 3) Participates in problem-solving processes by generating and sharing ideas.
 - 4) Fosters student well-being (e.g., refers students to appropriate office(s) and/or staff member(s) when needed, generates ideas to improve services and develops specialized activities in response to student needs).
 - 5) Assists in student advising, co-curricular activities, letters of recommendation, student scholarships and internships.

- 6) Activities directly related to position at Monroe Community College: Shares professional expertise with the community for community understanding and goodwill (e.g., community presentations or high school/college visitations).
 - 7) Indirectly related activities that enhance the well-being of the community: Actively participates in community activities for the good and well-being of the community (e.g., holding office in community organizations or committee membership in community organizations).
- 4) **Materials for Evaluation Packet**
- a) Written and oral feedback pertaining to the evaluated employee's job performance in all job elements and service components indicated in preceding section.
 - b) The most recent Annual Faculty Development Report.
 - c) A faculty-generated plan for professional growth.
- 5) **Evaluation Procedures**
- a) The dean or director assists and guides the departments.
 - b) A written copy of the evaluation instrument(s) shall be given to the evaluated faculty member prior to the evaluation meeting. The instrument should include (but is not limited too) the following:
 - 1) Specific evaluation objectives.
 - 2) Specific evaluation procedures.
 - 3) Specific evaluation criteria, including the relative importance of the various criteria.
 - 4) Signature lines for evaluators and evaluated faculty.

- c) The written evaluation report will be made available to the evaluated faculty no later than ten (10) working days after the evaluation has taken place. The evaluated faculty member shall sign and promptly return a copy of the report to the evaluator. The signature indicates receipt of the report and does not signify agreement.
- d) Within ten (10) working days of receiving the evaluation report, the evaluated faculty has the option of writing a response to the evaluation which will be attached to the evaluation.
- e) Within ten (10) working days of receiving the evaluation, the evaluated faculty shall develop a written plan for enhancing effectiveness in position and for professional growth. The evaluated faculty and the evaluator(s) shall mutually agree upon the plan, and it shall become part of the written report.
- f) Departmental evaluations are sent to the appropriate dean or director.
- g) The dean or director shall forward the departmental evaluations to the appropriate Vice President for placement in the personnel file.

B. Retention

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

- 4) Except for faculty on temporary appointments, notice for non-renewal shall be not less than six (6) months before the end of the appointment.

C. Promotion

- 1) Promotion is not automatic, but is based on sustained and meritorious performance in the following three domains:
 - a) Performance in assigned position.
 - b) Professional growth.
 - c) Service to students, college and community.
- 2) Faculty in positions where promotion is possible are eligible for their first promotion at the beginning of their sixth (6th) year in the position and may apply as early as the fifth (5th) year.
- 3) A faculty member initiates the promotion process by notifying the department. The department or a committee thereof evaluates the individual as directed in this article and makes a recommendation to the chairperson, director or equivalent.
- 4) The chairperson, director or equivalent shall make a separate recommendation after reviewing the recommendation of the department or committee and forward both recommendations to the dean or appropriate administrator. The dean or appropriate administrator shall forward all recommendations plus his or her own to the Vice President.
- 5) If a faculty member receives a recommendation not to promote from any level up to and including the Vice President, the individual shall be notified of the negative recommendation and given the opportunity to withdraw the request for promotion or direct that the request for promotion be submitted to the next higher level, along with any response.
- 6) The Vice Presidents shall forward to the President of the College all faculty recommendations. Recommendations can be made concerning faculty status

by deans, administrators and Vice Presidents. Such recommendations shall be made only after consideration of the faculty recommendations.

- 7) While recognizing the primary, but not sole, responsibility for faculty recommending faculty status, the President shall consider all the recommendations from faculty through departments and/or the appropriate faculty committee.
- 8) The President, after consultation with the Vice Presidents and any other faculty or staff members he/she chooses, shall submit his/her recommendations to the Board of the College.
- 9) Promotion Schedule
 - a) On or before December 15 – Departments forward recommendations to the dean or appropriate administrator.
 - b) On or before January 15 – Deans or appropriate administrators forward all recommendations to the appropriate Vice President.

D. Reappointment of Faculty on Three Year Contracts

- 1) The purpose of the review is to support decisions regarding reappointment of faculty. In addition, this review is to help faculty improve their performance and to document employee performance over the three year period.
- 2) The department chairperson, director or other designated administrator shall initiate the evaluation in the final year of the appointment.
- 3) The department or a committee thereof evaluates the individual's performance since the last appointment as directed in this article and transmits the completed evaluation to the chairperson, director or equivalent along with their recommendation regarding appointment.
- 4) If the chairperson, director and equivalent is not a part of the evaluation committee, he or she shall add his or her own recommendation to the evaluation and then forward it to the dean or appropriate administrator, who

forwards it with his or her own recommendation to the Vice President for inclusion in the personnel file.

ARTICLE 55 - APPOINTMENT OF FACULTY

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

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

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

ARTICLE 56 - EMPLOYEE ASSISTANCE PROGRAM

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

ARTICLE 57 - ORIENTATION

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

ARTICLE 58 - EMERITUS STATUS

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

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

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

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

ARTICLE 59 - DISTANCE EDUCATION

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

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

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

ARTICLE 60 - AGREEMENT NOT TO COMPETE

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

ARTICLE 61 - GRANTS EMPLOYEES

The following articles of this Agreement apply to Grants employees:

Article 1 - Definitions

Article 2 - Preamble

Article 3 - Recognition

Article 5(A) - Academic Freedom and Tenure

Article 6 - Faculty Personnel Records

Article 7 (A), (B), (C) - Termination

Article 9 - Vacation Leave

Article 10 - Sick Leave

Article 11 - Parental Leave

Article 12 - Adoption Leave

Article 14 - Bereavement Leave

Article 15 - Personal Leave

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

Article 17 - Military Duty

Article 18 - Other Leaves of Absence

Article 19 (C) - Rights and Benefits of Faculty On Leave

- Article 20 - Health Insurance**
- Article 21 - Dental Insurance**
- Article 22 - Life Insurance**
- Article 23 - Disability Insurance**
- Article 24 - Liability Insurance**
- Article 25 - Flexible Spending**
- Article 26 - Tuition Reimbursement**
- Article 27 - Retirement**
- Article 28 - Supplemental Retirement Accounts**
- Article 29 - Savings and Credit Union**
- Article 30 - Direct Deposit**
- Article 33 - Facilities Planning**
- Article 34 - Parking**
- Article 35 - Involvement in the Annual College Budget**
- Article 36 - Annual College Budget**
- Article 37 - Faculty Association Release Time**
- Article 38 - Holidays**
- Article 39 - Contract Legality**
- Article 40 - Contract Administration**
- Article 41 - Contract Printing**
- Article 42 - Rights of the Board of Trustees**
- Article 43 - Board of Trustees' Policy Manual**
- Article 44 - Grievance Procedures**
- Article 45 - Compensation**
- Article 48 - Off Campus Expense**
- Article 49 - Tuition Waiver**
- Article 52 - Technical Assistant/Advisor**

Article 53 - Joint Committee on Labor/Management Cooperation

Article 54 - Faculty Evaluation

Article 56 - Employee Assistance Program

Article 57 - Orientation

Article 60 - Agreement Not to Compete

Article 62 - Realignment

Article 63 - Department Chairs

Article 64 - Faculty with Multiple Assignments

Article 65 - Final Provisions

ARTICLE 62 - REALIGNMENT

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

Section B. Discipline/Program Autonomy.

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

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- 3) Faculty from each discipline or program within that department will have primary but not sole responsibility for development, review and modification of courses that carry discipline or program course prefixes.
- 4) Faculty from each discipline or program within that department will have primary but not sole responsibility for hiring, retention and promotion recommendations for faculty teaching within that discipline or program. Such recommendations shall be made to the department chair.

Section C. Department of the Whole.

Nothing precludes realigned departments from operating as a department of the whole.

Decisions on whether to operate as a department of the whole must be made by two-thirds majority of the voting faculty of each discipline/program.

ARTICLE 63 - DEPARTMENT CHAIRS

Section A. Chair Release Time. Each year, release time for chairs of teaching departments will be determined by reference to the following chart:

Full-time Equivalent Faculty	FCH Release Time
0.00 – 9.00	14
9.01 – 15.00	17
15.01 – 20.00	20
20.01 – 30.00	22
30.01 – 45.00	26
45.00 – 60.00	29
>60	32

The number of full-time equivalent faculty will be established from data taken in the preceding academic year.

Chairs will be permitted to distribute release time to other members of the department to facilitate department activities. A chairperson cannot receive more release hours than the required workload for a member of the department. Release time above this limit must be distributed to other members of the department.

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Exceptions.

The chair of the Nursing Department will receive 27 FCH of release time.

The Health Related Professions Department will receive 76 FCH of release time. The chair will receive a minimum number of released hours as determined from the table above. The remainder of the release time will be distributed by the department on a consensus basis to support the coordination of programs.

Section B. Chair Stipend. A department chairperson's supplement will be paid as follows:

Full-time Equivalent Faculty	Chair Supplement
	2015-2018
1.00 – 5.00	\$1,351
5.01 – 10.00	\$1,688
10.01 – 15.00	\$2,026
15.01 – 20.00	\$2,364
20.01 – 25.00	\$2,701
25.01 – 30.00	\$3,039
30.01 – 35.00	\$3,377
35.01 – 40.00	\$3,714
40.01 – 50.00	\$4,052
50.01 – 60.00	\$4,389
60.01 – 70.00	\$4,727
> 70	\$5,065

Section C. Chair Summer Stipend. The chairs, except for a minimum of four chairs who work an 11th month, will receive a \$2,000 stipend for summer responsibilities. Those chairs who work an 11th month will receive 10% of their 10-month annual salary as compensation.

ARTICLE 64 - FACULTY WITH MULTIPLE ASSIGNMENTS.

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

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- 1) The formula is 1 FCH = 37.9 clock hours of work;
- 2) All professional work from September 1 – August 31 will be aggregated in order to determine an employee's hours. This includes Fall, Intersession, Spring and both Summer sessions;
- 3) The contractual limit of 9 FCH/semester for adjunct assignments continues unchanged (Article 32(D));

Section B. Compensation.

- 1) Adjunct rate is contractual and based on rank (Article 32(D))
- 2) Tutoring rate for FA-represented employees will be a minimum of \$17.21:
 - a) Tutoring rates are set by individual departments/programs and may vary;
 - b) Tutors who are not represented by the FA (e.g. student tutors, peer tutors, tutors without adjunct status whose assignments are less than 910 per year) are not covered by this Article.
- 3) The minimum hourly rate for professional work over 910 hours is determined by assigning a title, dividing the contractual pay for that title by 1820 to determine an hourly rate;
- 4) Based on past practice, the advising rate is based on the adjunct/overload per FCH for the individual's rank and dividing by 28.5.

Section C. Benefits.

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

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

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ARTICLE 65 - FINAL PROVISIONS

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

This Agreement shall become effective September 1, 2015, and terminate at the close of business on August 31, 2018.

**Melissa Fingar
Chief Negotiator
Monroe Community College**

**Bethany Gizzi
Chief Negotiator
Faculty Association of Monroe Community College**

For MONROE COMMUNITY COLLEGE

John Bartolotta _____

CHAIRMAN, MONROE COMMUNITY COLLEGE BOARD OF TRUSTEES

Date:

For MONROE COMMUNITY COLLEGE

Anne M. Kress _____

PRESIDENT, MONROE COMMUNITY COLLEGE

Date:

For FACULTY ASSOCIATION OF MONROE COMMUNITY COLLEGE

Bethany Gizzi _____

PRESIDENT, FACULTY ASSOCIATION OF MONROE COMMUNITY COLLEGE

Date:

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