



# Agreement Between

The County of Genesee

&

The Board of Trustees of Genesee  
Community College

&

The Genesee Educational Association

September 1, 2025 – August 31, 2028

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# AGREEMENT

**AGREEMENT**, made the 11<sup>th</sup> day of June 1980, by and between THE COUNTY LEGISLATURE OF THE COUNTY OF GENESEE, NEW YORK (hereinafter referred to as the “Legislature”); THE BOARD OF TRUSTEES OF GENESEE COMMUNITY COLLEGE (hereinafter referred to as the “Trustees”); the “Legislature” and “Trustees” (hereinafter referred to collectively as the “College”) and THE GENESEE EDUCATIONAL ASSOCIATION (hereinafter referred to as the “Association”).

## ARTICLE 1 – Recognition

The College hereby recognized the Association as the exclusive representative of its employees in a unit including all full-time teaching faculty, full-time librarians, full-time counselors, full-time directors (except those designated by the College as “Managerial/Confidential), full-time Media Specialist and full-time Technical Assistants/Specialists, for the purposes of collective negotiations regarding wages, hours, and terms and conditions of employment, and in the settlement of grievances and for all lawful purposes under the law of the State of New York. Such recognition shall extend for the maximum period allowed by law.

## ARTICLE 2 – Fair Practices

1. The Legislature and the Trustees, separately and collectively, hereby retain and reserve unto themselves all rights, powers, authority, duties, and responsibilities conferred upon and vested in them by law. The exercise of these rights, powers, authority, duties, and responsibilities and the adoption of such rules, regulations, and policies as they deem necessary in the management, direction and administration of all operations and activities of the College shall be limited only by the specific and express terms of this Agreement.
2. Pursuant to the provisions of subdivision 3(b) of Section 207 of the Public Employees Fair Employment Law, the Association affirms:
  - a. that it does not assert the right to strike against any government, to assist or participate in any such strike or to impose an obligation to strike, assist or participate in such strike.
3. Membership in the Association shall at all times be open to all members of the bargaining unit regardless of race, creed, sex, marital status, color, political affiliation, age, national origin, or physical disability.
4. The College hereby agrees that employees employed in the defined unit shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective negotiations. The College agrees that it will not directly or indirectly deprive, discourage, coerce, or harass any employee in the enjoyment of any right conferred by the Public Employees Fair Employment Act; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his lawful participation in activities of the Association or in collective professional negotiations with the College, or his institution of any grievances, complaint, or proceeding under this Agreement.
5. The parties hereto recognize and endorse the Statement of Professional Ethics as set forth in the March 1969 Spring issue of the A.A.U.P. Bulletin

## **ARTICLE 3 – Association Rights**

1. During the term of any extension or renewal of the term hereof, the College will not accord dues deduction or similar check-off rights to any other organization purporting to represent employees in the defined unit represented by the Association.
2. The College agrees to deduct from the salaries of the employees in the defined unit the dues or agency fee of the Association. Any member of the Association may voluntarily authorize dues deduction in writing, on forms prescribed by the Association; said forms will be submitted to the College Business Office. Such authorization shall be for the period of one (1) year and may thereafter be revoked at any time in writing by the Association member.
3. The Association shall certify to the College, in writing, the current dues and agency fee rate and shall give the College thirty (30) days' notice prior to the effective date of any change thereof.
4. The College shall, within ten (10) days following each pay period in which dues and agency fee deductions are made, transmit the amount so deducted to the Association.
5. Membership in the Association shall not be a condition of employment or a preference in the continuation of employment; however, the Association shall be entitled to the benefit of the provisions of the "agency shop" legislation enacted by the 1976-77 Legislature of the State of New York and as the same may hereafter be amended upon attainment of membership equal to eighty-five percent (85%) of the bargaining unit employees and for such period as the Association maintains said percentage membership and upon compliance with the terms and provisions of said agency shop legislation. Percentage determination as above shall be as of the contract ratification date and annually as of April 1, thereafter.
6. The President of the Genesee Education Association, if a teaching member of the unit, shall be assigned a teaching load which reflects a reduction of six (6) credit/eight (8) contact hours from the normal teaching load per year, and if a non-teaching member of the unit, shall have released time equal to one (1) hour per day during the Fall and Spring semesters.
7. The Association shall be entitled to use College space for the purpose of conducting meetings and the business for which it is organized; provided, only that such usage does not interfere with the College or with individual faculty member's schedules or programs.
8. The College will set aside one hour of every month for Association meetings during the scheduled common hours.

## **ARTICLE 4 – Conditions of Employment**

### **4.1 Basic Load Full-Time Teaching Faculty**

- a) Thirty-two (32) credit hours/thirty eight (38) contact hours maximum per academic year, exclusive of summer sessions and winterim sessions. Overload shall be assigned on a voluntary basis and shall be compensated as follows:

- 1) On a credit-hour basis, when the annual teaching load exceeds 32 credit hours, overload compensation shall be paid for one entire course to be designated by the Vice President of Academic Affairs. Subsequent overloads shall be compensated on a per-credit hour basis.
  - 2) On a contact-hour basis, overload compensation shall be paid on the basis of each contact hour exceeding 38. When the annual teaching load exceeds 38 contact hours, overload compensation shall be paid for one entire course to be designated by the Vice President for Academic Affairs. Subsequent overloads shall be compensated on a per-contact-hour basis.
  - 3) Overload shall be paid on the basis of (1) or (2) above, whichever is greater.
  - 4) Faculty teaching 31 or 32 credits who wish to teach a topics, exploratory, or one-credit course will receive compensation for the additional one (1 credit) provided such one-credit courses is in the faculty member's area of competence. Such one-credit overloads require program director and dean approval.
- b) Course preparation will not exceed three (3) per semester unless more are agreed upon by the faculty member and the Executive Vice President for Academic Affairs.
  - c) Exception to the foregoing limitations are courses in Foreign Languages and one-credit activity courses in Physical Education.
  - d) "Meet's with courses" are defined as courses that consist of two or more component courses with different course titles and significantly different student learning outcomes (SLOs) but are taught simultaneously and assigned to a single instructor.

Full-time faculty are not required to teach these courses as part of their normal teaching load, but may do so on a voluntary basis. Full-time faculty will receive preferential treatment in the selection of these courses over adjunct faculty in accordance with part 4.6.b of this Agreement.

The only exception to the above, are courses that have been designated as "meets with courses" through a process requiring approval by the Curriculum Committee, Academic Senate, and the Executive Vice President of Academic Affairs. Only courses that have been approved in this manner may be required as part of a full-time faculty member's normal teaching load.

The enrollment in a "meets with course" will not exceed the typical number of students permitted in the component course with the lowest permitted class size unless mutually agreed upon by the faculty member, area Dean, and Vice President of Academic Affairs. The credit hours/contact hours assigned to the faculty member for the "meets with courses" will be equal to that of the component course with the highest number of credit hours/contact hours, unless mutually agreed up by the faculty member, area Dean, and Vice President of Academic Affairs. However, at no point should it be lower than the component course with the highest number of credit hours/contact hours.

## 4.2 Schedule Assignment

- a) Each instructor shall be given his/her tentative teaching schedule for the Fall term no later than June 1, and for the Spring term no later than December 15.
- b) Unit members, on the recommendation of an appropriate officer of the College, with the approval of the President, may be released from all or a fraction of their regular assignments for special assignment for

periods extending from one week to one year for the purpose of preparing grant or aid requests, developing new or supplementary instructional materials or aids, preparing new courses, developing new programs or improving existing programs and such other special assignments to which the College and unit member mutually agree.

### **4.3 Office Hours**

Faculty shall file (with their respective supervisors and the Executive Vice President for Academic Affairs), post, and maintain a schedule of at least five (5) office hours per week for student consultation. Whenever feasible, such schedule shall be on the basis of one hour per day and shall be scheduled at reasonable hours. A faculty member assigned less than a full work load may be assigned a sixth office hour per week.

### **4.4 Sponsorship of Student Activities**

Sponsorship of all student clubs, organizations, and activities, including intercollegiate athletics and drama, shall be on a voluntary basis. The Teaching load of a faculty member will not be reduced upon undertaking the sponsorship of student activities.

### **4.5 Calendar**

- a) The college year shall consist of regularly-scheduled class days and other days set aside for other professional activities. In the latter instance, the faculty will be expected to be on campus 8:30 a.m. – 4:30 p.m., when activities are scheduled.
- b) The academic calendar shall be determined by the College and shall contain 168 days exclusive of graduation, inclusive of instruction, examinations, orientation, registration, recruitment, advisement, and workshops.
- c) All unit members shall have Martin Luther King Day and the work day before Christmas and New Years' Day as holidays.
- d) Two of the four regularly scheduled professional activity days each semester will be designated as optional for teaching faculty to encourage individual professional development activities. The remaining two days, usually Thursday and Friday, will be required. PAD schedules will be distributed to faculty at least two weeks prior to the start of Fall and Spring classes.
- e) During the life of this contract, GEA members will not be required to work Good Friday. Any unit member who chooses to work on Good Friday may schedule any other day between Christmas and Independence Day as a holiday with the approval of his/her supervisor. Any member who is asked by the college to work on Good Friday may decline the request without fear or reprisal.

### **4.6 College Day**

- a) Genesee Community College will operate under the "one college" concept in that classes shall be scheduled between 8:00 a.m. and 10:00 p.m.
- b) Faculty members may be assigned to teach, within load, at off-campus sites, on Saturdays and evenings. Insofar as possible, such assignments shall be equitably distributed among the faculty within each discipline. All other factors being equal, full-time faculty members will be given preference over part-time faculty

members for courses taught on campus between 8:00 a.m. and 4:30 p.m. Assignment to teach at correctional facilities shall be on a voluntary basis.

- c) Teaching schedules may, with written approval of the Executive Vice President for Academic Affairs, accommodate special scheduling requests from faculty members, including a work week of less than five (5) days.
- d) There shall be at least ten (10) hours between the end of a faculty member's last class of the day and the beginning of his/her first class the next day unless otherwise agreed to by the faculty member in writing.

#### **4.7 Class Size**

The ideal class size varies from one academic discipline to another. The College will attempt to limit class size to the number established by the Executive Vice President for Academic Affairs after consultation with the faculty within the respective discipline. Matters relating to the class size shall not be grievable.

#### **4.8 Librarians, Counselors, Directors, Technical Assistants and Technical Specialists**

- a) The work day shall be eight (8) consecutive hours inclusive of lunch period.
- b) The work week shall consist of an average of five (5) days per week.
- c) Except as provided in paragraph (d) hereof, the work year shall be the twelve-month administration year.
- d) Counselors employed subsequent to the effective date hereof shall be employed on either the twelve-month administrative year or a ten-month, 180 work-day basis.

Librarians shall be employed either on the twelve-month administrative year or on a 200-day basis. Payment for the additional 32 days beyond normal faculty work year shall consist of 7 ½ percent of each individual's base salary.

Upon the employment of Counselors and Librarians on a ten-month (180 day) basis, the opportunity to work such schedule shall first be afforded to those employed on the twelve-month administrative year basis, employed prior to the effective date hereof and possessing the required expertise and experience.

Summer assignments of ten-month (180) Counselors or Librarians shall be offered on a seniority basis to those with the required expertise and experience. In the event that those so qualified decline such assignment, the College may make such assignment on the basis of the inverse order of seniority, and individuals so assigned shall be required to perform such assignment.

- e) Counselors, Librarians, Technical Assistants/Specialist, and Directors will not be assigned to areas which are inappropriate to their educational background, job experience or training, without their consent.
- f) Annual vacation for administrative calendar employees shall be twenty (20) days. Each such employee covered under this Agreement may carry over up to five (5) days of unused vacation from the prior year. Unused vacation days, beyond the maximum of (5) days that may be carried forward, shall accumulate as sick leave.

- g) Non-teaching unit members may be eligible to accumulate compensatory time under the following conditions:
- 1) A written request is made by the unit member to work at a time period that would earn compensatory time and such request is approved by the unit Dean prior to the performance of such work, or
  - 2) The unit Dean requests, in writing, the performance of work for which the unit member would be eligible to receive compensatory time, and
  - 3) At the time of granting of such work authorization, or within two (2) working days after the compensatory time is earned, arrangements are made between the eligible unit member and his/her supervisor for use of such time.
- h) Twelve-month directors and associate directors may be employed in some program areas and assigned to teach a maximum of four courses each year as part of their job responsibilities, unless additional courses are mutually agreed to by the director and the Executive Vice President of Academic Affairs.

## **ARTICLE 5 – Professional Appointments, Etc.**

### **5.1 Staff Files**

a) Personnel File

All material pertaining to an individual unit member which the College receives for purposes of initial employment or application for a new position within the College, from non-college sources such as other universities or placement services shall be placed in the unit member's administrative file and shall not be available to the unit member, but shall be available only to the President, Executive Vice President for Academic Affairs, and immediate Supervisor.

b) Professional File

All material relative to an individual member which originates within the College or by virtue of employment within the College shall be placed in that unit members professional file and shall be made available to the individual for inspection and to the Association upon the request of the individual unit member with the right to reproduce the same or any part thereof. All material placed in the professional file must be signed and dated by the individual originating the material. Each unit member shall have the right to put any material into his/her professional folder at will.

### **5.2 Appointments**

Genesee Community College shall provide one of three types of professional service appointment to all full-time individuals covered by the terms of this Agreement.

- a) Temporary Appointment is made for a fixed term not to exceed one (1) year where a position is not expected to be permanent. Termination of persons employed under temporary contracts shall not be subject to the grievance procedure hereunder.

- b) Probationary Appointment is an appointment for one (1) academic year (administrative year as to Directors, Technical Assistants and Media Specialist); renewable annually for a period not to exceed a total of four (4) years. In the final probationary year, a unit member shall be notified of his/her continuing appointment status on or before March 15. The probationary period may, in the exclusive discretion of the College, in exceptional circumstances, be reduced to less than four (4) years of service at Genesee Community College.
- c) Continuing Appointment will be granted in the year of reappointment following the conclusion of the final probationary appointment. The term of each reappointment will be determined by the College, but in no event shall reappointment be for a period of less than four (4) years nor more than six (6) years. Individuals granted continuing appointment shall hold their respective positions during competent professional service and conduct for the period of reappointment, following which such status shall be subject to review by the College as to whether or not continuing appointments should be renewed for a successive term of not less than four (4) years nor more than six (6) years. The unit member shall be notified of such status no later than January 15 of the last appointment year.

At the discretion of the College and at any time during the term of a continuing appointment, such appointment may be renewed with such new appointment commencing on the granting thereof and continuing for a term of not less than (4) years nor more than six (6) years, the period of such renewal to be determined by and at the discretion of the College.

- d) The College will promulgate and provide, in writing, to each unit member on continuing appointment standards for reappointment. Each time he/she is evaluated, the unit member shall be informed, in writing, by the evaluator of any areas which he/she must improve before the evaluator would recommend him/her for renewals of continuing appointment.

To such extent as Board Policy #236 applies to unit members on continuing contracts and is not inconsistent with the Agreement, the evaluation standards therein set forth shall be controlling. Except as may be otherwise provided in this Agreement, the Board retains exclusive authority to amend and set policy relating to faculty evaluation but shall consult with the Association not less than thirty (30) days prior to any change in said Board Policy #236 which relates to evaluation standards. Any such change shall be prospective in effect.

Prior to considering the renewal or non-renewal of continuing appointment contract, the Board of Trustees or a committee thereof will review and take into consideration all of the written evaluations of such unit member made during the then-expiring continuing contract period.

In the event of the non-renewal of a continuing appointment contract, the affected unit member, upon written request directed to the Board of Trustees and delivered to the Office of the President, shall be granted an opportunity to appeal (individually and/or by a representative) before the Board of Trustees or a committee thereof for the purpose of presenting such information as he/she may deem appropriate under the circumstances. Such meeting may precede initial Board action on renewal/non-renewal or shall be within thirty (30) days thereafter.

- e) Letters of non-reappointment issued to unit members hired on or after September 1, 2016 on a first time probationary appointment in each of the first two (2) appointment years will be offered no later than June 1 of each year and will receive a minimum of three (3) months' notice.

Letters of non-reappointment to any unit members hired on or after September 1, 2016 on a probationary appointment in each of the last two (2) appointment years will be offered no later than March 15 of each year and will be terminated effective the end of the academic year.

Letters of non-reappointment to unit members on probationary appointment hired prior to September 1, 2016, in other than the final probationary year will be offered no later than April 15 of the initial year, and no later than March 15 of successive years of employment.

Unless otherwise notified by their date each respective year, the unit member's probationary appointment is automatically renewed

- f) A unit member who hereafter begins employment at the College on a probationary appointment after November 1st:
  - 1) shall be notified by letter of non-reappointment no later than April 15 of the initial year of employment;
  - 2) shall be considered for continuing appointment following 4-1/2 years of employment.
- g) If a unit member is granted a temporary appointment and at the expiration thereof is granted a probationary appointment in the same position, the time served by said member in the temporary status shall be considered as time served in a probationary status for up to a two-year period.
- h) A unit member serving on a temporary contract (one-year grant) will be notified of renewal or non-renewal within two (2) weeks of receipt of official notification by the College of continuance or termination of the grant.

If guaranteed refunding for the same project is received for more than one (1) year, letters of non-reappointment will be offered to unit members in each of their first two (2) appointment years no later than June 1 of each year and will receive a minimum of three (3) months' notice. Unit members in their 3rd appointment year or greater will be notified of non-reappointment by March 15 of each subsequent year and terminated effective the end of the academic year.

If for any reason, after notification of renewal of a contract under a multiple year grant, grant funds are withdrawn or eliminated or the College elects to withdraw from participation in a grant project, the offer of reemployment shall be null and void and have no legal effect.

### **5.3 Transfer of Assignment/Faculty**

- a) Under no circumstances should a faculty member be assigned in an area in which he/she has no formal preparation without his/her consent and that of the Association.
- b) In the event of transfer or reassignment, a faculty member shall have the right to discuss such a transfer or assignment with his/her immediate supervisor before such transfer or reassignment takes effect.
- c) Administrative personnel who are selected from among the members of the bargaining unit after September 1, 1980, may return no later than two (2) years following the date of initial administrative appointment. On return to the bargaining unit within the said two (2) year period, the unit member will have restored all bargaining unit rights and benefits as if he/she had not left the unit except for seniority which shall be the same as when he/she left.

## 5.4 Retrenchment

- a) Retrenchment is defined as the termination of the appointment of a unit member on a continuing appointment as a result of financial exigency, a reduction in student enrollment, curtailment of programs or services, or termination of the job function.
- b) Among the criteria to be considered in the retrenchment of personnel shall be years of service to the College.
- c) Retrenchment shall be effective as of the end of an academic year, whether or not the same coincides with the expiration of a continuing appointment term. Notice of retrenchment shall be provided not later than the preceding March 15.
- d) The Association shall have a Retrenchment Committee of not less than three (3) nor more than five (5) of its members on continuing appointment. In the event the College had made a decision to retrench unit members, such decision shall be promptly communicated to the Association and the Association Retrenchment Committee shall be afforded the opportunity to meet with representatives of the College for the purposes of presenting alternatives to retrenchment and/or to discuss the need therefore.
- e) A unit member in the area to be retrenched who may be proficient in another area may apply for reassignment in accordance with the terms of the contract, if such an opening exists, or if a new position is established by the President of the College. Such reassignment shall be possible if the unit member meets criteria and procedures for employment in the assigned area.
- f) A retrenched unit member who undertakes retraining for the purpose of redeployment shall be given preference for employment in the new area.
- g) A retrenched unit member's position shall not be filled by a replacement within a period of two (2) years unless the retrenched unit member has been offered reappointment to the position and has declined.
- h) A retrenchment unit member who is qualified in more than one discipline in the instance of faculty, or job function in the instance of Directors and Technical Assistants/Technical Specialists, shall be given preference to any existing opening in such disciplines or job functions.

## 5.5 Evaluation

All unit members on temporary and probationary appointment shall be formally evaluated once annually. Evaluation of instruction for faculty and otherwise for all unit members on continuing contracts shall be an ongoing process to be formalized at least once every two (2) years. Formal faculty evaluation shall emphasize effective instruction and improvement of instruction and shall also include other aspects of professional performance. All evaluations will include a conference(s) between individuals and their immediate supervisor, a completed evaluation which will become part of the individual's professional file, which may be followed by individual conferences with appropriate administrative personnel. The individual being evaluated may include a dissenting written opinion and/or related evidence in his/her professional folder. The unit member shall have the right to have his/her evaluation reviewed by the Executive Vice President for Academic Affairs.

## **5.6 Field Trips**

Field trips are defined as a planned educational experience required by the instructor of a course necessitating students to leave campus and shall be subject to budget limitation.

- a) Field trips shall be subject to the provisions of the Faculty Handbook relating thereto.
- b) Existing liability insurance policies relating to third party bodily injury (\$500,000 each person; \$1,000,000 each occurrence; and \$1,000,000 aggregate) and property damage (\$100,000 each occurrence and \$100,000 aggregate) shall be applicable to the College and unit member in all instances of field trips as hereinabove provided.

## **5.7 Vacancies**

- a) Notice of any professional position vacancy, administrative or faculty, shall be posted on each division bulletin board and a copy thereof shall be forwarded to the Association President at least five (5) days prior to its publication elsewhere. A complete job description, including remuneration offered, duties, responsibilities, and a statement of required qualifications will be available in the Personnel Office.
- b) The Association, among others of the College, will be involved, in an advisory capacity, in the engagement of the President, Executive Vice President of Academic Affairs, and Deans of the College.
- c) When a vacancy for a unit teaching position (other than a temporary position) comes about, the appropriate Dean shall appoint an applicant screening committee from within the discipline after seeking the advice of the appropriate discipline personnel in terms of possible committee members. No applicant for the position may serve on the committee. The committee will review applications, interview applicants and, if deemed appropriate by the committee, make arrangements for other faculty and staff to meet applicants and to coordinate the interview schedule with the appropriate Dean. The report of the committee shall be advisory only; and shall recommend to the appropriate Dean acceptable applicants.

# **ARTICLE 6 – LEAVES OF ABSENCE**

## **6.1 Sabbatical Committee**

A sabbatical committee, consisting of five (5) unit members, shall be elected by the unit members annually. Members of this committee will not be eligible for a sabbatical leave for the next academic year. The committee's duties will be to consider all applications for sabbatical leave.

## **6.2 Sabbatical Leave**

- a) The purpose of a sabbatical leave program is to increase a unit member's value to the College.
- b) Sabbatical leave shall be granted for planned travel, study, formal education, research, and related activities directly related to the professional development of the individual, in terms of its use and value to the College.
- c) All members of the unit who have completed at least six (6) years of continuous full-time service at the College will be eligible to apply for a sabbatical leave. The period of time for eligibility for additional

sabbatical leave shall be six (6) years from the date of returning from the previous sabbatical leave. A leave of absence without pay will neither count as time earned toward eligibility for sabbatical leave nor will it constitute an interruption of the continuous service requirement.

- d) Sabbatical leave shall be for a period of one academic year at half pay. The recipient, upon approval of the President, may receive additional earned income from sources other than the College, the total of which, including the College's contribution, shall not exceed his/her College salary for the period of time involved. The recipient will continue to receive the benefits of all College-provided fringe benefits while on sabbatical leave. As has been past practice, vacation time, sick leave, and personal leave shall not accrue during sabbatical leave. The period of time involved will be used to compute time eligibility for promotion and salary adjustment.
- e) Recipients of sabbatical leave must sign an agreement to return to Genesee Community College for a period of one (1) full year following expiration of the sabbatical leave, or repay immediately the total sum of money paid by the College to the individual during the period of the sabbatical leave – including the cost of all fringe benefits.
- f) Application for sabbatical leave must be submitted in writing, on forms provided by the College, to the committee, no later than November 1. The committee shall make its recommendations in priority order to the President or their designee in the instance of each application on or before December 1. The President shall announce decisions on sabbaticals on or before March 1. The form will require the applicant to outline his/her proposed program, its relationship to his/her professional responsibilities at the College and the manner whereby the program will improve his/her value to the institution. The recipient will also be required to file a written report following conclusion of the sabbatical leave period.
- g) Sabbatical leave proposals must carry the recommendation of the sabbatical committee, prior to submission to the President of the College. The President will submit the proposal to the Board of Trustees of Genesee Community College with his recommendation for appropriate action.
- h) The number of sabbatical leaves to be granted shall be subject to the discretion of the Board of Trustees and budget limitations; however, in no event shall such number exceed nor be deemed to assure the granting of five (5) annual leaves per fiscal year.

### **6.3 Leave of Absence Without Pay**

- a) The College may grant a leave of absence without pay to a member of the unit for educational advancement, career experience, child rearing, and other purposes. Such leave shall be for a period of time not to exceed one (1) year. Extension of leave shall be treated as an initial application.
- b) A leave of absence without pay will neither constitute an interruption of the probationary period nor count as time earned towards eligibility for promotion or continuing appointment.
- c) Individuals on leave without pay may make arrangement with the Business Office to continue insurance and benefit programs, but the cost of these programs shall not be assumed by the College.
- d) Salary for the year the unit member returns shall be the salary he/she would have earned the year of the leave in the instance of a leave for the full year, and shall be adjusted pro rata in the instance of leaves of less than one (1) full year.

- e) Except in instances of prior approval by the President of the College, the acceptance of full-time employment elsewhere than at the College during leave without pay shall constitute a voluntary termination of such leave and shall constitute resignation from the College.

#### 6.4 Sick Leave

- a) Full-time employees employed on the academic or ten-month (180 work days) calendar will be granted sick leave of twenty (20) calendar days [twenty-four (24) calendar days for those employed on the administrative calendar], exclusive of Saturdays, Sundays, and authorized holidays, upon commencement of the contract year. Unused sick leave may accumulate to a maximum equivalent to the number of work days in the employee's work year.
- b) During sick leave, retirement, hospitalization, and other like benefits will continue.
- c) Female employees shall be entitled to use their current and accumulated sick leave benefits during the period of disability related to birth of a child. The period of such disability must be certified by the faculty member's attending physician.
- d) Under unusual circumstances, the President may recommend to the Board of Trustees an extension of sick leave at full pay or a percentage thereof.
- e) The College shall establish a Sick Day Bank of seventy-five (75) days each year to be made available in emergency situations to full-time faculty and staff members serving in either their first or second full year of service at the College. A four-member committee – two (2) members appointed by the President of the GEA and two (2) members appointed by the President of the College – shall review requests to use this annually allocated Sick Day Bank when such faculty and staff members have used all of their earned and allocated sick days.
- f) Any faculty/staff member with fifteen years or more of service at the College who retires (defined as filing retirement papers and officially retiring from one of the three retirement programs offered by the College) with unused sick leave equal to 90% or more of the maximum sick days they are eligible to accumulate ( see Section 6.4, the Sick Leave provision of the contract), will be provided with their basic and major medical Blue Cross and Blue Shield (or benefit equivalent) insurance coverage beginning their first day of retirement as indicated by the appropriate retirement system, as follows:
  - 1) Retirees who elect to receive one of the options, below, must provide written notice of their election to the Director of Personnel 30 days in advance of their retirement date.
  - 2) Three options will be available:
    - i. Two adult/family coverage (depending on current coverage) will be provided at no cost for the twelve-month (12) period following the last official day of work; **OR**
    - ii. Two adult/family coverage (depending on current coverage) will be provided at 50% of cost for the twenty-four (24) month period following the last official day of work. The retiree's share of the premium payments will be made quarterly. The first quarterly payment of the retiree's contribution will be pre-paid one month in advance.
    - iii. Single persons will be eligible for the premium cost of two adult coverage at the rate in effect in the year of retirement to apply to single coverage for the twenty-four (24) month period

following the last official day of work. Any needed retiree share of the premium payment will be made quarterly. The payment of the first quarterly payment of the retiree's contribution will be pre-paid one month in advance.

g) Sick leave may be used for one or more of the following purposes:

- 1) The covered employee's: (i) mental or physical illness, injury or health condition, or elective surgery, including organ donations; (ii) need for preventative medical care or for medical diagnosis; or (iii) for the care or treatment of a mental or physical illness, injury or health condition
- 2) A maximum ten (10) days per academic year for the care of a covered employee's family member: (i) mental or physical illness, injury or health condition, or elective surgery, including organ donations; (ii) need for preventative medical care or for medical diagnosis; or (iii) for the care or treatment of a mental or physical illness, injury or health condition. An employee may be eligible for Family and Medical Leave (FMLA) for care of a family member.
- 3) The term 'family member' as used herein shall be defined as an employee's child, spouse, domestic partner, mother, father; any other relative who is an actual member of the employee's household or for whom they are the primary care giver regardless of place of residence. "Child" is defined as a biological, adopted or foster child, legal ward or a child of an employee standing in loco parentis. "Parent" is defined as a biological, foster, step or adoptive parent, or a legal guardian of an employee, or a person in loco parentis when the employee was a minor child.
- 4) The first 3 days of sick leave taken upon any sickness (employee and/or family member as defined in 6.4 (g)(3) above) may be compensated without proof of sickness by a physician's certificate. Thereafter, a physician's certificate shall be required.

## 6.5 Sick Leave Bank

a) Purpose

The purpose of the Sick Leave Bank for GEA members is to cover the member in the case of a protracted illness. The Sick Leave Bank will only cover employees from the 66th day of the illness to and including the 130th workday of illness. This coverage is meant to cover the employee until they are eligible for long-term disability, if necessary. Long-term disability starts after an absence of six (6) consecutive months due to protracted illness. GEA and the College are fully aware that a member who has less than 65 days of accumulated sick time will have to use personal time, vacation time, compensatory time, or go unpaid for the period between their last day of accrued sick time and the 66th work day of the protracted illness.

b) Definitions

- 1) Sick Leave Bank: GEA Sick Leave Bank
- 2) Protracted Illness: an absence due to illness of more than sixty-five (65) consecutive work days, including paid holidays.

3) Sick Leave Bank Entry Window: a period of one month (Sept. 1 to Sept. 30) in each year when a GEA member can enter the Sick Leave Bank.

4) Total Days: the number of days in the Sick Leave Bank.

5) Holding Tank: hold any contributed days over 195 for future Sick Leave Bank contributions.

c) Contributions

1) Upon initial membership in the Sick Leave Bank each employee will contribute two (2) days of accumulated sick leave.

2) Each member of the Sick Leave Bank will contribute one (1) day per year of accumulated sick leave if the days required to reach the Sick Leave Bank of 195 days is less than the number of Sick Leave Bank members.

3) Each member of the Sick Leave Bank will contribute two (2) days per year of accumulated sick leave if the days required to reach the Sick Leave Bank maximum of 195 days is more than the number of Sick Leave Bank Members.

4) There will be no contribution required if the number of days in the Sick Leave Bank and the holding tank totals 195 days or more.

d) Eligibility

1) Membership in the Sick Leave Bank is open to all GEA members.

2) Membership in the Sick Leave Bank is voluntary.

3) All GEA members who wish to participate in the Sick Leave Bank must make a contribution of their accumulated sick leave during the Sick Leave Bank Entry Window using the following procedure:

i. Employees with two (2) or more days of accumulated sick leave must:

a. Fill out a Sick Leave membership form for their initial entry in the Sick leave Bank. This form must be submitted to the Human Resource Office. Employees will remain members until they complete a Sick Leave Bank withdrawal form.

b. Make a contribution (see definitions) of accumulated sick leave per year; **OR**

ii. Employees with less than two (2) days of accumulated sick leave must:

a. Fill out a Sick Leave Bank membership form for their initial entry in the Sick Leave Bank. This form must be submitted to the Human Resource Office. Employees will remain members until they complete a Sick Leave Bank withdrawal form.

b. Make a contribution (see definitions) of accumulated sick leave per year when they have been accumulated and will they be eligible for Sick Leave Bank benefits from that point forward.

- 4) New members will follow the same procedure described in “B” above. A new member will have thirty (30) days from their date of GCC hire to join the bank.
- 5) An employee wishing to terminate their membership in the Sick Leave Bank, must submit a Sick Leave Bank withdrawal form to the Human Resource Office.
- 6) All required forms are available from the Human Resource Office.

e) Sick Leave Bank Management

The Sick Leave Bank shall consist of a maximum of one hundred ninety-five (195) days. All participating employees will make one contribution (see definitions) per year to the Sick Leave Bank. This contribution will occur on October 1st of each year. Sick Leave Bank contributions are non-refundable.

When employee contributions have reached 195 days, the extra-contributed days will be placed in a holding tank. Each new member joining the bank will contribute two days to the bank or holding tank upon initial membership. In the event that the number of days in the bank falls below 195 on October 1st of any year, days will be transferred from the holding tank, if available. If the number of days in the bank is still below 195 after the holding tank days are exhausted, then a contribution will be made by the participating members.

The Sick Leave Bank will be managed according to the guidelines contained in this document. All interpretations of these guidelines will be made by the Labor/Management Committee consisting of the President of GEA and their designee and the Associate Vice President for Human Resources and their designee. All applications, information and guideline interpretations will be held in strictest confidence by the Labor/Management Committee. These guidelines are subject to revision only by consensus of the Labor/Management Committee. All decisions made by the Labor/Management Committee regarding the Sick Leave Bank are not grievable.

f) Withdrawals From the Sick Leave Bank

All Sick Leave Bank members may make withdrawals from the Sick Leave Bank as needed on a first come first served basis provided they meet the following conditions:

- 1) Employees must be members of the Sick Leave Bank for thirty (30) calendar days prior to the illness for which they are requesting Sick Leave Bank benefits. Medically certified disability due to pregnancy is covered if the employee was a member of the Sick Leave Bank thirty (30) days prior to the onset of pregnancy. An illness due to a pre-existing medical condition is covered if the employee was a member thirty (30) days prior to the onset of the illness.
- 2) The employee must complete a Sick Leave Bank usage request form and submit it to the Human Resource Office.
- 3) Medical verification from a licensed physician is required.
- 4) The employee has been absent from work due to a protracted illness.

- 5) The employee may withdraw days from the Sick Leave Bank until one of the following conditions occur:
  - i. The employee is able to return to work.
  - ii. The employee has been absent from work for six consecutive months and will then commence long-term disability.
  - iii. The Sick Leave Bank has been exhausted of days.
- 6) The Sick Leave Bank may only be used by the individual contributor for their personal illness. The Bank may not be used for disabilities of other members of the contributor's family. The Bank may not be used by the contributor to remain away from their position in order to assist a family member who is ill.

g) Sick Leave Bank Records

All Sick Leave Bank records will be kept by the College. However, Bank records will be available to the GEA President upon request. In addition, a comprehensive Sick Leave Bank report will be sent to the GEA President every six (6) months (October and April).

### 6.6 Personal Leave

- a) Unit members at the rank of Instructor, Assistant Professor, Associate Professor, and Professor will receive three (3) personal leave days per contract year.
- b) Unit members at the rank of TA, TS, and Director will receive four (4) personal days per contract year.
- c) Personal leave is for urgent personal business which cannot be deferred. Personal leave may not be taken to extend a holiday or vacation period. The unused portion of personal leave shall accumulate as sick leave.

### 6.7 Bereavement Leave

Up to four (4) days are to be granted for death or serious illness within the immediate family of a unit member. This type of leave is not cumulative. The immediate family of the unit member and spouse shall be defined as parents, children, brothers, sisters, grandparents, and any other relative if that relative resides in the home of the unit member.

### 6.8 Terminal Leave

A retrenched employee shall be entitled to a paid terminal leave of three (3) weeks for each year of employment at Genesee Community College (prorated for fractions of years) to a maximum of eighteen (18) weeks (.075 of final annual salary per year of service for academic year and ten month (180 work days) unit member; .058 of final annual salary per year of service for twelve-month unit members – with the .075 rate applicable to all unit members eligible for the maximum 18 week benefit) to be terminated, however, upon the acceptance of other full time employment by the retrenched unit member. Such leave shall commence the first day of the academic year next following the year in which the retrenchment occurred. During the period of such leave all fringe benefits shall be maintained.

## 6.9 Unauthorized Absences

Unauthorized absences will be treated as unauthorized leave without pay.

## ARTICLE 7 – INSURANCE

### 7.1 Health

For the term of this Agreement, the College will provide the Blue Cross 5-6/Blue Shield 50-51 Major Medical \$100 deductible program, or benefit equivalent, for those unit member who qualify under such program. Each unit member covered under this contract shall pay twenty-five percent (25%) of the cost of his/her health insurance coverage in each of the first three (3) years of employment and ten percent (10%) of the cost in the fourth year of employment. Thereafter, the employer shall pay one hundred percent (100%) of the cost of the unit member's health insurance coverage [except that employees will contribute a percentage of cost increases as described in 7.1.c] below:

- a) Unit members hired on or after January 1, 2005 will contribute as follows for the duration of their employment at Genesee Community College.

Single Plan/Single with Child – 10% of premium cost  
Family Plan/Two Adults – 15% of premium cost

- b) Unit members who are employed as of September 1, 2004 will contribute to the cost of insurance premiums including increases in the cost of dental insurance, and the prescription rider, as follows:

Effective September 1, 2022:

Single Plan/Single with Child and Family Plan/Two Adults - 8% of premium cost

Effective September 1, 2023:

Single Plan/Single with Child and, Family Plan/Two Adults - 9% of premium cost

Effective September 1, 2024:

Single Plan/Single with Child and Family Plan/Two Adults - 10% of premium cost

- c) Effective September 1, 2023 the College will no longer offer the Traditional Healthcare Plan to existing employees. Employees wishing to continue their coverage must elect to enroll in the Health and Wellness Plan.

### 7.2 Dental

Effective September 1, 1981, the College will provide the Blue Cross/Blue Shield Basic High Dental Program, or benefit equivalent, for those unit members who qualify under such program. The College will contribute 100% of the basic premium cost thereof. All unit members shall pay the cost of riders to the individual unit member coverage. Unit members may, at their own cost, obtain dependent and riders to dependent coverage.

Effective September 1, 1982, the College will contribute 100% of the basic premium and rider cost for unit members and dependents.

Effective September 1, 2004, the College will upgrade the dental insurance available to unit members to the benefit levels of the dental insurance coverage presently provided for in the GCCESPA unit plan.

### 7.3 Life & Disability

For the term of this Agreement, the College will provide and contribute the total premium cost of (1) life insurance insuring the life of each unit member in an amount equal to double his/her base annual salary including accidental death and dismemberment coverage, and (2) long-term disability insurance coverage providing sixty percent (60%) of salary up to a maximum of twenty-five hundred dollars (\$2,500) per month commencing six (6) months following the inception of the disability. In each instance the provisions contained in the insurance contracts shall be controlling.

### 7.4 Prescription

The College will include a prescription rider as part of its health care plan. There will be a \$5 co-pay for generic drugs and \$10 co-pay for brand name drugs through December 31, 2019. Effective January 1, 2020 there will be a \$5 co-pay for generic drugs and \$20 co-pay for brand name drugs. All members covered by the health care plan will be covered by the prescription plan. The member's premium cost of this insurance will be as outlined in Articles 7.1.a) and 7.1.c).

### 7.5 Waiver

Unit members with dual insurance coverage wishing to waive their health insurance plan with the College, upon submitting sufficient evidence of dual coverage to the Human Resources Office, and on signing an appropriate release form, will receive an annual cash settlement from the College as described below. This cash settlement will be paid in two (2) installments, one on the last pay period in December, and the other on the last full pay period of the Spring semester.

Annual Settlement for Couples/Family  
\$4,000

Annual Settlement for Single  
\$2,000

## ARTICLE 8 – GRIEVANCE PROCEDURE

### 8.1 Definitions

- a) Day (working day) – Computation of time, for all purposes hereunder, shall be with reference to the regularly-scheduled working days of the grievant.
- b) Grievance – A complaint by any unit member or members in the negotiating unit, regarding an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.
- c) Grievant – The one submitting the grievances.
- d) Grievant Committee – A duly-constituted committee of the Association

- e) Hearing Officer – The individual charged with the duty of rendering a decision at a particular stage of this grievance procedure.
- f) Representative – An individual unit member, other than the grievant or the Association Grievance Committee, designated by the grievant at Stages One, and Two of the Grievance Procedure.

## 8.2 Specific Conditions

- a) A grievant shall have the right to present grievances in accordance with this article; provided, however, that the first presentation of the grievance must occur within thirty (30) working days after the grievant could reasonably have first knowledge of the alleged grievance, and provided that the grievance is presented in writing containing a brief statement of the nature of the grievance, including the name and position of the aggrieved party, and the specific provisions of this Agreement alleged to have been violated.
- b) A grievant shall have the right to be represented at Stages One and Two by a representative of his/her choice. Whether or not the Association Grievance Committee is chosen as the representative of the grievant, all communications regarding the grievance shall be sent to the Chairman of the Grievance Committee as well as to the grievant.
- c) The failure of a Hearing Officer at any stage to communicate his decisions within the designated time limits shall permit the grievant to proceed to the next stage of the grievance procedures.
- d) The failure of the grievant to appeal a decision to the next higher stage within the designated time limit shall constitute a withdrawal and shall bar further action by the grievant.
- e) The grievant may withdraw the grievances by written notice at any time.
- f) Hearing and conferences held under these procedures shall be conducted at a time and place which will afford a fair and reasonable opportunity for all parties to attend. Said hearings shall be scheduled so as to avoid interference with teaching students.

## 8.3 Procedural Steps

All grievances shall be presented and adjusted in the following manner:

- a) Stage One: A grievant having a grievance shall discuss the same in good faith with his/her immediate supervisor, either directly or through a representative, with the objective of resolving the matter informally. If the grievance is not resolved informally, it shall be reduced to writing and presented to the appropriate Vice President, containing a brief statement of the nature of the grievance and the specific provision(s) of the Agreement alleged to have been violated. Within five (5) working days after the written grievance is presented to him or her, the Vice President shall render a decision thereon, in writing, and present it to the grievant.
- b) Stage Two: The grievant may appeal the decision rendered at Stage One within ten (10) working days after the receipt of the decision by submitting a written appeal to the President of the College. Such written appeal shall set forth specifically the nature of the grievance, the facts relating thereto, and grievant's reasons for rejection of the decisions rendered in the first stage. Within seven (7) working days after receipt of the appeal, the President, or his duly-authorized representative, shall hold a hearing with the grievant. The President or his duly-authorized representative shall render a decision in writing to the grievant within

five (5) working days after conclusion of the hearing. A grievance relating to termination of services shall be initiated at Stage Two of the Grievance Procedure.

- c) **Stage Three:** The Association may appeal the decision rendered at Stage Two within ten (10) working days after receipt of such decision by the grievant by submission of the grievance to the American Arbitration Association with simultaneous copy to the President of the College. In such event, the American Arbitration Association voluntary labor arbitration rules and procedures shall apply. The decision of the arbitrator shall be in writing. Such decision shall be final and binding upon the parties in all instances except as to grievances related to non-renewal of probationary appointments and matters relating to retrenchment, in which instances the decision of the arbitrator shall be advisory only. The arbitrator’s award, in instances relating solely to the timeliness of the service of the retrenchment notice, shall be limited to the question of timeliness of the retrenchment notice and shall be final and binding on the parties.
- d) 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.
- e) The costs of arbitration shall be borne equally by the College and the Association.

## ARTICLE 9 – SALARIES

The salary of all unit members covered by this Agreement shall be as set forth below hereto annexed and incorporated herein as here set forth at length.

### 9.1 Salary Ranges

The following constitutes the salary ranges within the academic rank of titles effective September 1, 2025:

Rank	2025-2026		2026-2027		2027-2028	
	Min	Max	Min	Max	Min	Max
Instructor	48,383	65,132	49,835	67,086	51,330	69,099
Assistant Professor	55,622	74,633	57,291	76,872	59,009	79,178
Associate Professor	57,511	88,543	59,236	91,199	61,014	93,935
Professor	65,065	105,169	67,017	108,324	69,028	111,574
Tech Assistant GC-6	38,172	56,650	39,317	58,350	40,496	60,100
Tech Specialist GC-8	40,513	75,648	41,728	77,918	42,980	80,255
Assistant Director GC-9	44,340	87,813	45,671	90,447	47,041	93,160
Director GC-10	57,511	107,881	59,236	111,118	61,014	114,451

Effective 9/1/25, all returning members will receive a 3.00% base salary increase, plus a \$1000 increment to base pay.

Effective 9/1/26, all returning members will receive a 3.00% base salary increase, plus a \$500 increment to base pay.

Effective 9/1/27, all returning members will receive a 3.00% base salary increase, plus a \$500 increment to base pay.

Effective 9/1/25, all base minimum salary and maximum salary ranges will increase by 3.00%

Effective 9/1/26, all base minimum salary and maximum salary ranges will increase by 3.00%

Effective 9/1/27, all base minimum salary and maximum salary ranges will increase by 3.00%

## 9.2 Additional Compensation & Professional Development

Unit members, present and/or hereafter employed, shall be compensated at salary levels within the foregoing ranges applicable to their respective rank or title. There are no specific steps.

- a) FICA – The salaries for full-time unit members covered by this Agreement shall be adjusted as follows: Effective September 1, 1980 and continuing for the life of the Agreement, the College shall pay, in behalf of each unit member, the employee portion of social security taxes (FICA) for all wages paid.
- b) Differentials – The ranges set forth above, applicable to Instructor, Assistance Professor, Associate Professor and Professor, relate to base salaries only, and are not inclusive of salary differentials which may accrue from summer instruction, or extra compensation to faculty members for twelve-month administrative year contract.
- c) 12-Month Faculty – The compensation of unit members holding faculty rank employed on the basis of the twelve-month administrative year shall be seventeen and one-half percent (17½ %) in excess of their ten-month academic year base salary as the same is determined by the terms and provisions hereof.
- d) Ten-Month Counselors and Librarians employed beyond 180 work days shall be compensated on a per diem basis equal to 1/180 of their base pay (Sec. 4.8 d)).
- e) Summer, Winterim and Overload Instruction – Effective 9/1/22, compensation for summer, Winterim, and overload instruction per contact hour shall be seven hundred seventy-five dollars (\$775) for instructors, and assistant professors, and eight hundred fifty (\$850) for associate and full professors. Effective 9/1/23, compensation for summer, Winterim, and overload instruction per contact hour shall be eight hundred dollars (\$800) for instructors and assistant professors, and eight hundred seventy-five dollars (\$875) for associate and full professors. Effective 9/1/24, compensation for summer, Winterim, and overload instruction per contact hour shall be eight hundred twenty-five dollars (\$825) for instructors and assistant professors, and nine hundred dollars (\$900) for associate and full professors.  
\* Retired unit members returning to work will be compensated based on the rank from which they retired.

Overload will be limited to sixteen (16) credit hours or twenty-two (22) contact hours an academic year. The President or their designee will be required to approve any overload beyond sixteen (16) credit hours or twenty-two (22) contact hours.

Faculty teaching course sections that include a full-time, in-person component, as well as a full-time, asynchronous competent (Hy-Flex) will have the x1.25 multiplier applied to their Hy-Flex course load. This does not include hybrid courses incorporating a mix of synchronous and asynchronous instruction.

Faculty who are teaching a new (to them) Hy-Flex course for the first time are eligible to an additional one-credit of compensation. New Hy-Flex courses (and new instructors) require program director and dean approval.

This does not include hybrid courses. Conversion of existing face-to-face and hybrid courses to the Hy-Flex modality requires approval from an academic dean. The delivery of more than three Hy-Flex courses in a single semester requires approval from an academic dean.

- f) Promotion will not, under any circumstances, be considered automatic. Upon promotion from rank to rank, a promoted faculty member's annual salary shall not be less than three hundred dollars (\$300) in excess of his/her annual salary prior to promotion in instances of promotion from Instructor to Assistant Professor; four hundred dollars (\$400.00) in instances of promotion from Assistant Professor to Associate Professor; and five hundred dollars (\$500.00) in instances of promotion from Associate Professor to Professor.
- g) Correctional Facilities – Full-time faculty members employed to teach at correctional facilities will be paid an additional one hundred dollars (\$100.00) per course taught inside the facility regardless of whether it is being taught as part of the regular teaching load, overload or summer, teaching assignment.
- h) The amount of professional travel funds per unit member shall be increased to Four Hundred Eighty Five dollars (\$485) per year effective September 1, 2016 through August 31, 2019. Prior to May 1 of each academic year, a unit member who does not plan to use his/her professional development funds may sign a release authorizing that those funds may be used by another member in the same academic area. Funds that have not been requested by a unit member or delegated to other unit members in their academic or budget unit by May 1 may be distributed by the appropriate Vice President to others within their academic or budget unit or to other appropriate budget areas of the College that are in need of additional professional development funds. If, prior to May 1, a given academic unit supervisor indicates that his/her respective unit has no need for additional professional development funds and that some unit members do not desire to use such funds allocated to them, such unit members may elect to offer these funds for use to a GEA member in another unit – such transfers must be in writing and signed by the appropriate unit member and Vice Presidents. All professional development must be approved in advance by the appropriate Dean and the Executive Vice Presidents or Vice President of the area; availability of funds alone does not assure approval for any particular professional development request. Expenses eligible for professional development funding include but are not limited to: conferences, workshops, training sessions, seminars, webinars, books, subscriptions, professional membership fees and dues.
- i) Longevity – Genesee Community College will award a longevity increment of \$400 to each eligible unit member upon successful completion of their P4 or C4 appointment. The increase will become part of the base salary of the unit member effective 9/1 of their C1 appointment year.
- j) Independent Study courses will be paid at a rate \$72.00 per credit hour per student and will be offered consistent with college procedure #252.
- k) Exceeding Performance Expectation (EPE)

Genesee Educational Association members with the rank of Technical Assistant or Technical Specialist, Assistant Director and Directors (not holding faculty rank) upon the conclusion of 4 years in a successful probationary or continuing appointment may be eligible for an “exceeding performance expectation” (EPE) adjustment of \$1500.00 based on the following criteria:

The individual's position description requirements must have been exceeded on a consistent basis over the course of the members four-year appointment.

Criteria for EPE adjustment including exceptional service beyond the position description must include at least three of the following:

- 1) Providing evidence of continued education at either a Bachelor's, Master's, or Doctorate level from an accredited post-secondary institution or other relevant Continuing Professional Education (CPE) program including licenses or certificates. This may also include leadership or supervisor training programs such as Leadership Genesee, SUNY Leadership Development Programs or GCC Supervisory Training.
- 2) Providing evidence of professional growth such as receiving honors, awards, publications associated with the member's area of expertise.
- 3) Providing sustained and documentable service to the college that is not a basic requirement of the position description. Examples of this type of service might include working as a volunteer during one's personal time to support Alumni events, Athletics, Student Clubs, etc. Note: Activities supported on "college time" or with comp time are not eligible.
- 4) Providing sustained and documented service to the community through voluntary service on a local board or with a local charitable agency that has a reciprocal relationship with your professional position, knowledge and skills and/or advances the mission and values of the College.
- 5) Providing evidence of breadth, depth, sustained behaviors demonstrating extraordinary collegiality, student service, mentorship, leadership, college knowledge, and sharing of expertise may be considered.
- 6) Participation in College-wide committees such as Middle States or other initiatives tied toward the Strategic Priorities of the College.
- 7) Leadership or significant participation in a professional organization related to their business or profession or presentation at a professional conference. Ex.: SUNY wide Organizations such as NYSFAA, SUNYRA.

An individual may apply for an EPE consideration by submitting a portfolio containing the following as they approach their P4 or C4 evaluation:

- 1) Cover letter requesting the EPE with the rationale
- 2) Current resume or curriculum vita
- 3) Evidence supporting the EPE activity(ies)
- 4) Letter of support from immediate supervisor and vice president which specifically addresses and supports the EPE request (not simply basic job performance).

Grant funded employees can be considered for EPE at the conclusion of their fourth and eighth year of service.

Employees are eligible for a maximum of two EPE adjustment to salary.

The portfolio should be submitted to the Human Resources Office with the evaluation through the normal performance review process. The College President will have final approval on all requests.

### **9.3 Installments**

Salary payments shall be by check in 26 (or 27) biweekly installments unless before August 1st a faculty member on a ten-month schedule requests, in writing, on forms provided by the College, that his/her salary be paid in 20 (or 21) biweekly installments.

## **ARTICLE 10 – TRUSTEE AND ASSOCIATION COMMUNICATIONS**

1. The Association may, by action of its Executive Committee, through its President, add to the agenda of the regular meetings of the Board of Trustees items for presentation by the Association and consideration by the Trustees thereat. The Trustees shall establish and may, from time to time, amend rules of procedure to be followed in the presentation of such items, including the number thereof to be considered or time thereof to be allocated at any one meeting and adjournment to subsequent regular and special meetings.
2. The Association shall be supplied a copy of the current schedule of regular meetings of the Board of Trustees and of amendments thereto and subsequent schedules when enacted.
3. Unless the Chairman of the Board of Trustees acting individually or through the President should provide for, or accept notice of a lesser period of time, notice of request for the addition of an item to the agenda of a Trustee's meeting shall be delivered to the Office of the President, in writing, not less than twenty-one (21) calendar days prior to the Trustee's meeting at which consideration is requested. Such notice shall reasonably detail the subject matter thereof and, where applicable, be accompanied by appropriate documentation or instrumentation that preliminary study of the same by the Trustee may be accommodated.
4. Matter which is the subject of contract negotiations or the grievance procedures hereunder shall not be appropriate as an item for Trustee consideration hereunder. For the purposes hereof, the determination of appropriateness shall be a matter for preliminary consideration by the Trustees; the decision of a majority of the Trustee shall determine the same.
5. Matters, procedures, determinations, findings, actions, and implementation hereunder shall not be subject to the grievance procedure or be in any way reviewable, it being the intent of this article to create Trustee-Association communication on matters of sufficient common interest to warrant the initiation of dialogue thereon by the Association.

## **ARTICLE 11 – SAVINGS CLAUSE**

If any provision of this Agreement shall be found contrary to the law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

## **ARTICLE 12 – MISCELLANEOUS PROVISIONS**

1. New unit members shall be reimbursed the cost of physical examinations required by the College.

The College may require a unit member to take a physical examination once a year at College expense. Selection of the physician to make such an examination shall be made by the unit member involved.

2. Copies of this Agreement shall be reproduced by the College and made available to individual unit members.
3. Employees covered by this Agreement summoned for jury duty shall be excused (without charge against any leave entitlement) from class attendance and/or other responsibilities which conflict with such jury duty. He/she shall deliver to the Business Office the notice or summons relating to such service and shall receive his/her regular compensation for the period of such service less other compensation (reimbursement for personal expenses excluded) received for services during normal working hours.
4. The President of the Association and of the College, or their respective designee, on the written request of either, shall meet as frequently as circumstances warrant for the purposes of discussing non-contractual matters of mutual concern. The time(s) and place(s) of such meeting(s) and persons to be involved other than the respective Presidents or designees shall, in each instance, be subject to mutual agreement.
5. Tax shelter annuity programs will be made available on a payroll deduction basis upon enrollment of ten or more unit members in a common eligible plan.
6. Prior authorization is required for use of personal vehicles for College purposes. Unit members authorized to use personal vehicles for College purposes shall be reimbursed at the Genesee County established mileage rate.
7. On and after the date of this Agreement, any agreement between the College and any individual member of the bargaining unit regarding the terms and conditions of their employment shall be expressly subject to this Agreement.
8. During the term of Agreement, the child(ren) and/or spouse of all unit members will be provided a tuition waiver upon enrollment as a student in the College with the intent to remain a student for the semester in which they enroll. The unit member will also be provided a tuition waiver, on a space available basis (enrollment during the first day of classes or thereafter during the registration period), and such enrollment may not be done for any time period that overlaps the normal working hours of the unit member.

The above waivers are subject to the following limitations: (a) the student must apply for both PELL and TAP; the waiver will cover the difference between PELL and TAP awards and the actual cost of tuition at the College; (b) the waiver is limited to tuition charges only; the student is responsible for all other fee charges that are set by the College; and (c) the student must present a Certificate of Residency at the time of registration or have one on file that covers the period of registration.

9. During the term of this Agreement, if any County bargaining unit has an early retirement clause included in its collective bargaining agreement, or should the County establish such a program outside of any agreements with its bargaining units, the College and the GEA agree to reopen this Agreement for the sole purpose of bargaining the establishment of an early retirement system.


## **ARTICLE 13 – PAST PRACTICE**

This Agreement supersedes all prior agreements, memoranda of understanding and past practices relative to all matters herein contained. Any past practices relative to matters not subject of this Agreement affecting terms and conditions of employment shall remain in full force and effect.

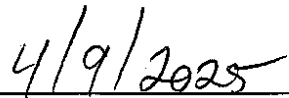
## ARTICLE 14 – LEGISLATIVE ACTION

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

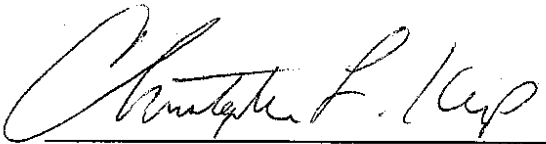
## SIGNATURES



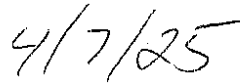
Dr. Craig Lamb, President  
Genesee Community College



Date



Chris Kemp, President  
Genesee Educational Association



Date

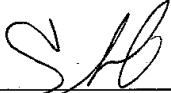
**MEMORANDUM OF UNDERSTANDING  
BETWEEN GENESEE COMMUNITY COLLEGE (GCC) AND  
GENESEE EDUCATIONAL ASSOCIATION (GEA)**

**I. Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between Genesee Community College (GCC) and Genesee Educational Association (GEA)

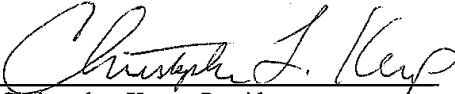
**II. Purpose.** The purpose of this MOU is to allow time for GCC to investigate the feasibility of providing vision insurance through Genesee County as a benefit to employees.

**III. Terms:**

- A. GCC Human Resources will work together with Genesee County Human Resources in pursuit of the option of allowing College employees to participate in a vision plan under the Genesee County vision insurance.
- B. GEA will collaborate with GCC administration to determine parameters for implementation, provide facilitation within departments and educate supervisors and employees as to the terms, conditions, and restrictions of this benefit.
- C. This work will commence immediately upon signing of this MOU with the intent to implement a structure no later than August 31, 2025 or as soon as permitted by Genesee County, coinciding with the next effective date of the Collective Bargaining Agreement between GCC and GEA.
- D. Except as set forth above, all other terms and conditions of the existing Genesee Community College (GCC) and Genesee Educational Association (GEA) Collective Bargaining Agreement, as it may from time to time be amended, shall remain in effect as previously established.

  
\_\_\_\_\_  
Dr. Craig Lamb, President  
Genesee Community College

4/9/2025  
Date

  
\_\_\_\_\_  
Christopher Kemp, President  
Genesee Educational Association

4/7/25  
Date


**MEMORANDUM OF UNDERSTANDING  
BETWEEN GENESEE COMMUNITY COLLEGE (GCC) AND  
GENESEE EDUCATIONAL ASSOCIATION (GEA)**

**I. Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between Genesee Community College (GCC) and Genesee Educational Association (GEA)

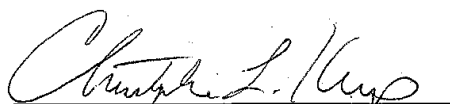
**II. Purpose.** The purpose of this MOU is to establish a formal Committee who will recommend for consideration to the College President a framework for compensation for those who are acting a Dual Credit Course Coordinators for the ACE program. This program will allow for expanded interaction between College employees and ACE instructors and is designed to improve learning outcomes and enhance recruitment efforts.

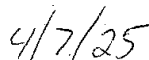
**III. Terms:**

- A. GEA will collaborate with GCC administration to determine parameters for implementation, provide facilitation within departments and educate supervisors and employees as to the terms and conditions of this structure.
- B. This Committee work will commence immediately upon signing of this MOU with the intent to implement a structure no later than January 1, 2026.
- C. Except as set forth above, all other terms and conditions of the existing Genesee Community College (GCC) and Genesee Educational Association (GEA) Collective Bargaining Agreement, as it may from time to time be amended, shall remain in effect as previously established.

  
\_\_\_\_\_  
Dr. Craig Lamb, President  
Genesee Community College

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Christopher Kemp, President  
Genesee Educational Association

  
\_\_\_\_\_  
Date