

## **PREAMBLE**

In order to effectuate the provisions of Chapter 392 of the Laws of 1967, as amended (The Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Legislature of the County of Orange (hereinafter referred to as the "County") and its professional employees represented by the Faculty Association of Orange County Community College (hereinafter referred to as the "Association"), and to enable the professional employees more fully to participate in and contribute to the development of policies for Orange County Community College (hereinafter referred to as the "College") so that the cause of public higher education may best be served in Orange County, the County and the Association enter into this agreement.

## **ARTICLE I** **RECOGNITION**

- A. The Employer has recognized the Orange County Community College Faculty Association as the exclusive negotiating representative for all full-time and part time day teaching faculty presently employed or hereafter employed by the Employer, as set forth in the Order of Certification issued by the Public Employment Relations Board dated January 3, 1969 (a copy of which is attached hereto as Appendix A) for the maximum period allowed by law.

- B. Upon receipt of appropriate individual written authorizations, the Employer shall deduct the regular membership dues of the Association from the salary of each employee within the bargaining unit and remit said deductions within two (2) weeks of the deduction to the Association. The Employer will not accord dues deduction or similar checkoff rights to any other organization representing or purporting to represent employees in the bargaining unit represented by the Association.

**ARTICLE II**  
**ASSOCIATION AND MEMBER RIGHTS**

- A. The Employer<sup>1</sup> hereby agrees that every professional employee shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of New York, the Employer undertakes and agrees that it will not directly or indirectly deprive, discourage, coerce or harass the President, Vice-President, Secretary or Treasurer of the Association or any instructor in the enjoyment of any rights conferred by the Public Employees' Fair Employment Act or other laws of the State of New York or the constitutions of New York and of the United States; that they will not discriminate against the President, Vice-President, Secretary or Treasurer of the Association or any instructor with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in collective professional negotiation with the Employer, or his institution of any grievances, complaints or proceedings under this Agreement.
- B. If any faculty member or the Association believes the Employer has violated a provision of Article II, Paragraph A of this Agreement, the faculty member or the Association may challenge the Employer's action through the procedures provided by applicable law, but the Employer's action may not be challenged through the Grievance Procedure provided by this Agreement.
- C. The College shall set aside one Monday afternoon of every month from 3:00 p.m. to 5:00 p.m. for Association meetings. Said Association meetings will take precedence over all other College meetings and classes of this day. The Association and its representatives also shall have the right to use College facilities for other meetings with the consent of the appropriate College administrator. Such consent shall not be unreasonably withheld.
- D. Duly authorized representatives of the Association shall be permitted to transact official Association business on College property at all reasonable times, provided there is no interference with instruction or College operations.
- E. The Association shall have the right to post notices of its activities and matters of Association concern on College bulletin boards. The College will provide bulletin boards. The Association may use the intra-campus College mail service and instructors' mailboxes for communications to instructors, including faculty-wide distributions.

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<sup>1</sup> The use of the term Employer is not intended to modify in any manner the relationship between the parties as it has heretofore existed.

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- F. The Association shall have the right to use College facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at all reasonable times when such equipment is not otherwise in use. The Association shall provide its own materials, including paper and stationery, and shall reimburse the College for any costs incurred in the use of such facilities and equipment.
- G. The Employer, upon written request, shall allow the Association access to public documents within its possession within seven (7) working days of the date when said request is received. The Employer shall also provide information or access to records, other than confidential records, the contents of which are needed to process grievances. Such information shall be provided or access permitted within six (6) working days of receipt of such written request. The parties recognize that the Employer has no duty to create materials, documents, communications or records.

A copy of the College budget document, along with such explanatory data as may be included therein, shall be delivered to the Association at the time the same is received by the Orange County Legislature and becomes a public record. This provision shall also pertain in like manner to all subsequent revisions, supplements and other addenda. This provision is intended to continue the present practice in transmitting said documents.

- H. The College shall maintain a personnel file in the Office of the Vice-President of Academic Affairs which shall contain a copy of any document that may be used for decisions on retention, tenure, promotion and recommendations. Said file need not contain course materials and examinations originated by a faculty member. A faculty member or an authorized representative of the Union, upon request of the faculty member, shall have access to said file between the hours of 9:00 a.m. and 5:00 p.m., upon request to the Vice-President for Academic Affairs, and shall have the right to reproduce said documents or be furnished with reproductions. A request for access to said files shall not be unreasonably denied.

At the time of its insertion, a full-time faculty member shall be notified by the placement in his/her personnel file of material which may negatively affect retention, tenure, promotion and recommendation. He/she shall have an opportunity to review the material and respond to it in writing. In the event such notification is not given, the faculty member shall, nonetheless, have the subsequent right to review the material, insert a written response in the file, and, in the event an evaluation has already been made, have a reconsideration of the decision based on the complete file.

- I. The President of the Association shall be granted the right to appear at any meeting of the Board of Trustees open pursuant to law. When said meeting concerns any matter relating to faculty complaints the Association shall be informed in advance whenever such item shall appear on the agenda, but the President of the Association will be permitted to appear before the Board of Trustees on other matters only after such matters have been channeled through the President of the College.
- J. Authorized spokesmen for the Employer and the Association shall meet at the request of either party to discuss matters related to the operation of this Agreement. Said request shall be in writing and shall clearly state the subject matter or matters to be discussed. Other meetings may be held by mutual consent of the parties. Any decision resulting

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from said discussion shall be reduced to writing and shall become operative when signed by the presidents of the Association and the College and thereafter shall be binding on the parties. Said decision shall further delineate, but not modify, the provisions of this Agreement.

- K. The Association shall furnish the Employer with a list of those individuals who are members of the negotiating committee no less than thirty (30) days prior to the beginning of classes in a semester during which negotiations are to be conducted. The Employer and the Association shall also agree to a regular negotiation time within five (5) workdays after receipt of said list.

The Employer shall schedule the teaching loads of seven (7) negotiating team members in a manner which provides them concurrently with a consecutive four (4) hour block of time without classes during the hours of operation of the College. Said seven (7) negotiating team members shall include the President of the Association, shall not include more than one (1) member from each department, and shall be designated solely by the Association. The designation of the said seven (7) negotiating team members shall not thereafter be altered except by mutual agreement.

In no event shall the operation of this provision impede the scheduling and initiation of classes. This provision shall apply to time spent in actual negotiation with the Employer.

The Employer affirms that it can make any necessary schedule changes for the seven (7) designated team members up to twenty-five (25) days prior to the beginning of classes.

- L. The Faculty Association President shall be given an abatement of six (6) credit hours per semester when any one of the following situations occur:
- a) the term of the County/Faculty Association contract has expired and a successor contract has not been ratified;
  - b) when it is known at least 30 days before the semester begins that a legal action is underway regarding an Association member's teaching responsibilities;
  - c) when it is known at least 30 days before the semester begins that three (3) or more Association grievances are pending.

If none of the above situations occur, the Faculty Association President shall be given an abatement of three (3) credits per semester.

- M. The academic calendar shall be submitted to the Association for advice and recommendation prior to its adoption and promulgation.

### **ARTICLE III MANAGEMENT RIGHTS**

The Association recognizes that nothing contained in this Agreement shall be deemed to limit the County, the Board of Trustees or the College in any way in the exercise of their regular and customary function of management, including but not limited to:

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1. The scheduling of classes and other activities;
2. The right to introduce new or improved methods or facilities;
3. The right to formulate any reasonable rules and regulations;
4. The right to employment of faculty and initial placement on the salary schedule;
5. The use and control of college property; and all other rights that have traditionally belonged to the County, the Board of Trustees or the College.

All the rights, powers and authority, which have not been specifically abridged, terminated or modified by this Agreement, are recognized by the Association as being retained by the County, the Board of Trustees or the College. The management rights reserved by this article are not subject to grievance and/or arbitration procedures set forth in this Agreement unless in the exercise of said rights the County, the Board of Trustees or the College has violated a specific term or provision of this Agreement.

#### **ARTICLE IV** **CONDITIONS OF EMPLOYMENT**

##### A. Teaching Load

1. (a) The teaching load for a full-time faculty member shall be limited to a maximum of 27 credit hours with a maximum of 720 student credit hours or a maximum of 36 contact hours with a maximum of 720 student credit hours per academic year shall apply, subject to the modifications set forth in sections two (2) through eight (8) below. A load of 24 credit hours shall be considered a full load for purposes

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of this contract. A load of 12 or more credit hours in a given semester shall be considered to be full-time for that semester. Existing courses shall continue to carry the same credit and contact basis as carried during the 1984-1988 contract unless modified by the present governance process.

- (b) The first such limit reached by a member of the unit shall constitute his/her maximum load.
  - (c) When the semester teaching load is less than fifteen (15) teaching credit hours or eighteen (18) contact hours, one additional course, or an equivalent to one additional course, may be assigned for that semester provided that the maximum for the Fall and Spring semesters as stated above, shall not be exceeded. A faculty member teaching at more than one CCC campus in a given day three times per week or less on load will receive an additional credit or contact hour. A faculty member teaching four (4) or five (5) days per week, per semester on load at more than one (1) Orange County Community College campus will receive two additional credits or contact hours. In the event the assignment of the additional credit hour or contact hour causes the teaching load to exceed 27 credit hours or 36 contact hours, the faculty member shall be compensated an additional \$800 for assignment of each credit or contact hour. This additional compensation shall not apply to faculty assigned a teaching load of up to thirty (30) credit hours.
  - (d) Faculty assignment to off-campus teaching sites on load will be accomplished in the following order:
    - (1) Volunteers for courses offered in their discipline or discipline of secondary competence from current faculty.
    - (2) New faculty will be hired specifically for the off-campus site, based upon need and budget as determined by the administration.
    - (3) Assignment of current faculty in the event staffing cannot be satisfied by (1) and (2) above and a current faculty member's teaching load cannot be achieved by on-campus day and/or evening assignments.
    - (4) The assignment of full-time faculty shall be made within a discipline beginning with the least senior full-time faculty member and progressing through to the full-time faculty member with the greatest seniority, as defined in the Retrenchment clause of Article IV.
  - (e) Prior to assignment of such additional credit or contact hour the College shall, insofar as practicable, equalize the teaching load among members of the affected department or discipline.
  - (f) No additional preparations shall be assigned in order to permit the assignment of the additional credit or contact hour provided above.
2. (a) Commencing with the 1988-89 academic year and thereafter, twenty (20) full-time faculty members who were on the Employer's payroll during the 1985-86

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academic year, may be assigned a teaching load of up to thirty (30) credit hours in alternate years.

- (b) All full-time faculty members hired subsequent to September 1986 may be assigned teaching loads up to thirty (30) credit hours each academic year.
- (c) Sixteen (16) credit hours shall be the maximum assigned in any semester, excluding redefined time and extra credit or contact hours granted as a consequence of teaching at more than one campus.
- (d) If any employee is regularly assigned to perform classroom duties at an off-campus location during the same workday that he/she also has a regular class assignment on campus, then the Employer shall compensate that employee or redefine his/her workload. Qualified employees under this provision shall have the appropriate compensation paid or redefined workload made during the semester that the assignment described above occurs.
- (e) An employee shall be reimbursed at the County rate for approved mileage actually driven to perform duties at an off-campus location assigned to the employee. In no event shall the mileage reimbursement rate be less than the currently acceptable IRS rate.
- (f) Counselors and librarians shall work their standard workweek as herein provided including travel from one approved work location to another during the course of the workday.
- (g) The Employer shall assign travel time and distance allowances for purposes of mileage to each regularly assigned off-campus location after consultation with the Association and/or faculty members involved. Such Employer determinations of travel time and distance allowances shall be nongrievable.
- (h) Three (3) hours of authorized travel time per week, between work locations, shall be deemed equal to one (1) contact hour per week for teaching faculty.
  - (i) The Employer shall redefine the employee's work load as herein provided or alternatively pay said employee a pro rata amount of additional compensation equal to his/her basic salary multiplied by the ratio of equivalent contact hours or fractions thereof computed as herein provided to total contact hours. The choice of alternatives shall be at the sole discretion of the Employer.

3. General Loading Provisions:

- (a) English faculty teaching composition, reading, or remedial courses shall be limited to a teaching load of twenty-seven (27) credit hours per academic year.
- (b) Faculty members who teach the equivalent of a three (3) hour credit course for IBIG shall have the equivalent of a three-hour course applied to their teaching load.

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- (c) Faculty members who teach the equivalent of a three (3) hour credit course for Community Services shall have the equivalent of a three-hour credit course applied to their teaching load.
  - (d) Every effort shall be made to schedule each full-time faculty member's teaching load within an eight (8) hour period on any one day between the hours of 8:00 a.m. and 5:00 p.m., if practicable.
  - (e) Courses which have been cancelled in the past and have regularly had difficulty in reaching minimum numbers of registrants will be subject to early cancellation based upon the following procedure:
    - (1) The administration will begin gathering data with the fall, 1989 semester and will continue to do so for a total of four (4) consecutive semesters for utilization thereof and the implementation of this procedure in the fall semester of 1991.
    - (2) December 1 shall be the cut-off date of the spring semester and June 1 shall be the cut-off date for the fall semester.
    - (3) The administration will compare the number of students registered in any particular courses with the number of students registered therein at the same cut-off date in the prior year.
    - (4) The administration will compare the total registration for those courses in the prior year with the number of students registered in those courses on the cut-off date of the prior year and add the number of students who registered subsequent to the end of early registration in those courses in the prior year to the number of students who have registered by the cut-off date. If the total is less than the minimum required to offer the course, the course may be cancelled.
    - (5) The determination of whether a particular course will be cancelled will be made by the Vice-President for Academic Affairs in consultation with department heads.
    - (6) If, as a result of the above process, a faculty member cannot be scheduled to a full load during the day, he/she may be scheduled courses in the evenings on load.
    - (7) A joint faculty-administration committee will be established to review the aforesaid process and make recommendations thereon to the President of the College.
  - (f) There shall be a maximum workweek of Monday through Friday for full-time faculty.
4. Faculty members who are assigned a teaching load of thirty (30) credit hours may not be assigned more than one evening course on load per semester unless it becomes necessary to do so to achieve load pursuant to the above procedure in and after the fall of 1991.

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5. Course Preparations: The number of distinct preparations for a full-time faculty member assigned a thirty (30) credit hour teaching load shall be no more than three (3) per semester. It is the intent of the administration that wherever practicable an instructor shall be assigned no more than two (2) separate course preparations per semester.

The College shall attempt to equalize the assignment of course preparations among the faculty of a department or discipline.

6. The College administration will exercise discretion in reducing advisees and office hours to faculty members working a thirty (30) credit hour teaching load.
7. The Association President shall not be subject to a thirty (30) credit hour load during his/her term of office.
8. English faculty teaching composition, reading or remedial courses shall be limited to a teaching load of twenty-seven (27) credit hours per academic year.
9. Librarians, Counselors and Technical Assistants, as distinguished from full-time teaching faculty, shall work a thirty-five (35) hour week for a ten-month work year, commencing with the respective dates of their initial assignments each academic year. In a given semester, a counselor may be assigned to teach a maximum of one (1) one-credit course related to counseling duties. The College reserves the right to require librarians, counselors and technical assistants to work an additional month during the summer at a prorated salary. Counselors hired to teach a course outside of their normal workday shall be compensated at the Continuing Education rate of appendix C-2.

Librarians, Counselors and Technical Assistants required to work after the winter recess during the period that College administration offices reopen or prior to the spring faculty workshop or registration, whichever occurs first, shall receive prorated compensation for that period if their annual compensation does not include this period of time.

10. Part-time Day Faculty

Commencing with this Agreement, part-time day faculty members who taught nine (9) credit hours or more in 1995-1996, and who received a pro-rated salary in 1995-1996 shall receive pro-rated salaries in future years if they teach nine (9) credit hours or more. All other part-time day faculty members, regardless of their part-time teaching load, shall be paid at the continuing education and part-time day rate.

11. Evening Division and Summer School Teaching

Full-time faculty members choosing to teach in the evening or summer shall be given first priority in both evening division and summer school teaching assignments within their disciplines or disciplines of secondary competence. Provided that all such priority requests for one additional course have been met and that the department chair desiring one such course has also obtained it, those full-time members desiring a second evening or summer course shall again have first priority in that assignment. The College

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may elect to employ persons having special qualifications to teach summer school, in which case the College shall notify the Association of the action it is taking.

12. Independent Study: Independent study is defined as a one faculty member to one student educational experience. Independent study will be assigned to faculty on a voluntary basis.

Independent study may be authorized when: (a) the student needs credit for graduation and (b) the student is unable to take a course when usually offered due to extenuating circumstances.

The salary rate will be ten percent (10%) of the Continuing Education and Part-Time Day Faculty rate by rank multiplied by the number of credits multiplied by the number of students so taught.

13. In the event that a faculty member in Police Science is assigned to teach on load at night on two evenings, that faculty member shall have a four (4) day schedule effective September 1, 1978, which four (4) day schedule shall be assigned in each semester in which two (2) evenings are taught by such faculty member. Off campus assignments, on load, at correctional facilities, shall be on a voluntary basis.
14. The professional "determines the amount and character of the work he/she does outside his/her institution with due regard to his/her paramount responsibilities within it" (AAUP statement). A faculty member may pursue any outside activities of his/her interest so long as they do not interfere with the performance of classroom and other campus duties. A faculty member who chooses to work outside the College during the normal instructional day shall have previously notified the College President or his/her designee of such outside activity and the extent thereof.
15. Redefined Time: Redefined time shall be granted a faculty member for professional duties in lieu of teaching provided that such duties have been specifically delineated and assigned by the Administration and that such duties have been voluntarily accepted by the faculty member. Professional duties that qualify for redefined time include, but are not limited to, the following:
- (a) Service as a faculty administrative intern.
  - (b) Academic Advising Team membership, which shall result in the faculty member having redefined time equivalent to a three credit hour course applied to his/her teaching load.
  - (c) Service as the President of the College Senate.
  - (d) Direction and/or production of theatrical events.
  - (e) Service as a consultant to the College to orient and train faculty in the use of academic computer software.
  - (f) Editing and production of Espirit or comparable publications.

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- (g) Assignment by the Administration to a grant which provides funds for the faculty member's salary.
- (h) Program development work approved by the Vice President for Academic Affairs.

The assignment of professional duties in lieu of teaching shall be equivalent to one (1) contact hour of teaching load for each thirty (30) hours of professional duty assigned per semester.

The assignment of professional duties in lieu of teaching shall be in accordance with the following procedure:

- (i) An assignment shall be made available to all full-time faculty by posting a description of the assignment in a timely manner. In addition, should an assignment arise during the summer, notice shall be sent by mail to all full-time faculty, provided that the full-time faculty member has notified the Administration of his/her or her desire to receive such notices, and the faculty member has given a correct address for such mailings.
- (j) The Administration shall send a notice of each assignment to the Association President.
- (k) Each notice of an assignment will state the necessary qualifications, duty hours per week, time period of appointment, the redefined time in credit and contact hours and a deadline date for application.
- (l) A period of time shall be provided to permit full-time faculty members to respond to a notice of assignment. Notice of assignments issued during the fall or spring semesters shall allow a response time of at least five (5) work days, from the time the notice is mailed to the full-time faculty.
- (m) Full-time faculty who choose to respond to a notice of an assignment must do so in writing. The application must include a statement of the faculty member's qualifications and explain why the faculty member should be selected.
- (n) A search committee will be formed for any assignment that requires twelve (12) or more hours per week during a fifteen (15) week semester. The search committee will be comprised of at least two members appointed by the Administration and at least one member appointed by the Association. The search committee shall review all applications for the assignment and interview those applicants who are qualified. The search committee shall ensure the confidentiality of the selection process. The search committee shall forward its recommendations to the appropriate Vice President for approval.
- (o) the Administration reserves the right to determine each assignment and whether or not such assignment will be offered to members of the Association.
- (p) Should an individual chosen for a redefined load become unable to complete his/her assignment during the semester, he/she shall retain redefined credit

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toward load for the semester. The Administration may appoint a replacement for a period not to exceed one calendar year.

- (q) The administration reserves the right to make the final selection and decision to appoint. Such decisions will not be subject to the grievance procedure as provided in the Agreement. Otherwise, all provisions governing the selection procedure of full-time faculty for professional duty, in lieu of teaching, shall be subject to the grievance procedure as provided in this Agreement.

- 16. Full-time members of the faculty in the ranks of Assistant Professor, Associate Professor and Professor may be granted, upon their request, a reduced pro-rated teaching assignment. During this period of time, they shall receive a pro-rated salary and shall remain eligible for all benefits. However, certain benefits may be pro-rated or require faculty contribution in accordance with the terms of the bargaining unit's agreement.

#### B . Retrenchment

Any retrenchment of professional personnel shall be governed by the following provisions:

- 1. For purposes of Retrenchment, the following terms are defined:
  - (a) Retrenchment: is the layoff of professional personnel at the College.
  - (b) Professional Personnel: are individuals holding teaching tenure at the College.
  - (c) Seniority: Seniority within a discipline shall be determined by length of continuous service, with no lapse in service in excess of one (1) year, except for authorized leaves beginning with permanent full-time employment. Interruptions in service shall not apply for the purposes of seniority, except for authorized leaves. In the event several individuals share the same date of original employment, seniority shall be based upon the date of the letter of the original appointment.
  - (d) Disciplines: are listed in Appendix B.
- 2. The College shall seek alternatives to retrenchment of professional personnel including normal attrition, seeking voluntary terminations, offering unpaid leaves of absence, seeking voluntary reduction in load for reduced compensation, offering overload and evening division courses normally given to others for extra compensation to professional personnel facing retrenchment and encouraging early retirement as provided elsewhere in this Agreement. Consideration will also be given to requests made for Sabbatical Leaves for the purpose of retraining in accordance with the Sabbatical Leaves provision of this Agreement. Professional personnel who accept unpaid leaves of absence may continue their health insurance coverage under the County's plan by tendering an amount of money equivalent to the employee's "premium" share.
- 3. (a) In the event of a retrenchment in a discipline, all Orange County Community College professional personnel in that discipline holding teaching tenure shall be

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retrenched in inverse order of seniority. Before there can be retrenchment of professional personnel in a discipline, part-time faculty, then full-time temporary, and then non-tenured faculty shall not be reappointed within the discipline.

- (b) For purposes of application of the retrenchment provisions of this Agreement, teaching tenure shall only be granted to professional personnel holding positions in this bargaining unit or individuals teaching in a full-time position in another recognized or certified bargaining unit at the College.
  - (c) Effective with this Agreement, all persons holding teaching tenure recognized hereunder shall be placed on a seniority list indicating their discipline and the list shall be provided to all Orange County Community College professional personnel.
  - (d) In developing this seniority list, professional personnel shall, within thirty (30) days of the effective date of this Agreement, provide the Vice-President of Academic Affairs with a written statement of a discipline in which they assert secondary competency. No such individual shall assert secondary competency in more than one discipline. If the Vice-President of Academic Affairs disapproves the individual's claimed secondary competency, the Vice-President shall so advise such individual within thirty (30) days of receipt of the secondary competency request.
  - (e) Professional personnel who are granted competency in a secondary discipline shall, in the event of a retrenchment, displace less senior professional personnel in that discipline, provided the individual has the competency to teach the available courses.
  - (f) In addition, the College shall give first priority consideration to displaced professional personnel who have the requisite background by virtue of undergraduate or graduate education, training, or experience to teach in other disciplines.
4. The College shall notify professional personnel of retrenchment by December 15 of the calendar year prior to retrenchment.
  5. The College shall maintain a recall list of professional personnel retrenched under this Article. Retrenched professional personnel shall remain on that recall list for up to four (4) years and shall be recalled to a vacancy in their primary discipline in order of seniority and to a vacancy in their secondary discipline in order of seniority, provided they have the competency to teach the available courses. Retrenched professional personnel have the obligation to notify the College of any changes in their addresses. The College will make reasonable efforts to offer retrenched professional personnel part-time teaching opportunities which may become available.
  6. The College shall continue to provide health insurance under the Agreement without cost to retrenched professional personnel for a period of three (3) months after the end of the contract year for that employee.
  7. If professional personnel, recognized for retrenchment purposes under this Article IV, Section B, but not presently teaching in a discipline specified in Appendix B, return to the

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unit covered by this Agreement, they shall have all rights and privileges under this Agreement and shall be added to the appropriate discipline list with seniority from date of appointment, provided, however, the return to the unit of such professional personnel shall not, during the term of this Agreement, cause the retrenchment of a presently employed tenured faculty member.

C. Class Size

There shall be a maximum of twenty-five (25) students in Freshman English, and the number of students in a laboratory shall not exceed the number of fixed stations.

D. Length of Academic Year/Semesters

- (a) Full-time Faculty shall, in general, teach a 15 week Fall semester (including a one (1) week final exam period) starting on or after September 1 and ending on or before December 23. If the College determines that a 15 week fall semester cannot be completed between September 1 and December 23, inclusive, the year may start in the last week of August.
- (b) Faculty are expected to attend a Fall workshop, if scheduled during the week preceding the start of classes. Faculty are expected to attend the College commencement following the Spring Semester. New Faculty members are required to participate in New Faculty Orientation.
- (c) On a voluntary basis, Faculty may choose to respond to requests for the performance of extra duties in the evening, on weekends, or outside of the academic year. In such cases, the payment shall be that shown in Appendix C-3 of this contract.

E. Office Hours

Each full-time faculty member shall maintain at least five (5) office hours per week, spread over at least four (4) days and over the hours of the day in such a manner as to maximize access by his/her students. These hours shall be held in the faculty member's office. These hours may be changed for any week by written notice posted and communicated to the administrative office during the preceding week. Any faculty member holding office hours at a location other than his/her office shall post a notice on his/her office door indicating where such hours are held. Such location shall be accessible to students.

Each adjunct faculty member has the option, subject to Department Chair approval and availability of appropriate space, to maintain one (1) office hour per week for each course of three (3) or more credits taught in a semester, payment for which shall be at the Laboratory Hour rate of Appendix C-2.

F. Sponsorship of Student Activities

Sponsorship and attendance at student activities shall be on a voluntary basis except where the faculty member is given a reduced teaching load or where the faculty member has agreed to undertake a specific activity as part of his/her contract with the College.

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G. Promotions

**Instructors** -- an instructor satisfying the conditions of tenure and the objective criteria for Assistant Professor will automatically move to the rank of Assistant Professor if granted tenure. After ten (10) temporary semester appointments, an adjunct instructor satisfying the objective criteria for Assistant Professor will automatically move to the rank of Assistant Professor upon the following appointment.

H. Transfer

1. Prior written consent of the faculty member is required in all instances of transfer of assignment outside either the faculty member's area of discipline or discipline of secondary competence.
2. Any faculty member who assumes administrative duties and subsequently returns to instructor status shall resume all rights and privileges that he/she would have had if he/she had continued in the faculty status without interruption.

I. Academic Freedom

A faculty member has the right to select the textbooks to be used in the courses he/she teaches. If the textbook has not been used for the respective course in the five (5) prior years, such textbook selected must be transmitted to the Department Head at least five (5) weeks prior to the start of the semester. The Department Head shall have two (2) weeks in which to decide if such selection is not appropriate for the course. In the event the Department Head decides that the textbook is not appropriate for the course the faculty member may appeal to the Vice-President of Academic Affairs, whose decision shall be final and binding. The statement on Academic Freedom is appended hereto as Appendix D.

J. Safety

1. In the event that an employee deems that his/her working conditions are unsafe and would endanger the health, safety, and well-being of a person in sound physical condition and that prompt agreement to correct such conditions is not reached through informal discussion with the Department Head and Vice-President of Academic Affairs, he/she may then file a written appeal to the chief executive officer in accordance with Stage 2 of the Grievance Procedure.
2. In the event that said employee is not satisfied with the written decision of the chief executive office, he/she may file a written appeal with the Board of Trustees who shall respond within a reasonable period of time.

K. Rights of Retired Members

Upon retirement tenured members of this unit shall be granted identification cards and faculty and staff parking stickers, on request. Upon application, such member shall be given priority in part-time day teaching assignments, but such priority shall not extend over full-time current

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and/or retrenched employees of the College or those with superior qualifications. Such priority shall only apply in those assignments which the administration determines in its academic judgment that the retired member is qualified to teach. Such priority shall only extend, in any event, for a period of three (3) years after the date of retirement. If it is requested and available, office space shall be provided for all professors emeriti teaching in part-time day assignments. Such Employer determinations of space availability shall be nongrievable.

**ARTICLE V**  
**FACULTY BENEFITS**

A. Salary

1. Effective September 1, 1999, base salaries of returning full-time members will be increased by 4%. Base salaries shall then be adjusted so they are not below the appropriate minima of Appendix C-1 of the predecessor contract. Only those unit members on the payroll as of the date of mutual ratification or who have retired subsequent to September 1, 1999 shall receive the retroactive increase for the 1999-2000 year pro-rated upon their date of retirement.

Effective September 1, 2000 base salaries of all returning full-time members will be increased by 4%. Base salaries shall then be adjusted so they are not below the appropriate minima of Appendix C-1 of this contract.

Effective September 1, 2001 base salaries of all returning full-time members will be increased by 4%. Base salaries shall then be adjusted so they are not below the appropriate minima of Appendix C-1 of this contract.

Effective September 1, 2002 base salaries of all returning full-time members will be increased by 4%. Base salaries shall then be adjusted so they are not below the appropriate minima of Appendix C-1 of this contract.

2. The continuing education/part-time day rate shall be paid in accordance with Appendix C-2. This rate applies to full-time bargaining unit members electing to teach evening and/or summer courses for additional compensation. This rate shall also apply to part-time bargaining unit members teaching evening courses, provided the member is teaching a day course in the same semester. The rate shall also apply to part-time bargaining unit members teaching in the summer, provided the member taught a day course in one or both of the two preceding semesters. The 1999-2000 salaries in Appendix C-2 are to be increased by 4% and paid retroactively only to part-time day faculty members who taught in 1999-2000 and also teach in either semester of the 2000-2001 academic year.
3. The College/County shall have absolute discretion in hiring, appointment and placement of new bargaining unit employees on the salary schedule, which decisions are not grievable nor subject to the arbitration procedure. However, in the event a newly hired full-time tenure track faculty member is appointed with a salary higher than a current full-time tenure track faculty member in the same discipline who has clearly comparable skills, qualifications, training, and experience, the current full-time faculty member may request an upgrade to that salary. While appointment decisions of faculty regarding their qualifications, skills, training, and experience are recognized academic judgments resting solely with the College administration, a current faculty member who is not placed at a higher salary and who contends that he/she has clearly comparable skills, training, qualifications and experience to the newly hired and appointed faculty member in the same discipline, may appeal the College Administration's decision to the Board of Trustees. The decision of the Board of Trustees shall be final. Application and interpretation of this provision is not subject to the grievance and arbitration procedure.

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4. Technical Assistants: Upon receiving tenure, Technical Assistants shall receive \$1,000 added to their base salary if their full-time base salary at the time is less than \$30,000. This shall be retroactive to 1994-1995.
5. Salary Ranges: Salary ranges for each rank as shown in Appendix C-1 will be effective September 1, 1995. Minimums are subject to review on a contractual basis. Faculty members shall not be paid less than the minimum salary for the academic rank to which he/she is assigned, except as otherwise provided by this Agreement. A salary cap will be put in place for the rank of Instructor. Instructors hired prior to September 1, 1995 will not be subject to the salary cap.
6. Promotional Increases: In addition to the percentile increases provided for in this contract, effective September 1, 1999, the following increases will be awarded to faculty members promoted to the ranks below:

Assistant Professor:	\$3,000
Associate Professor:	4,000
Professor	5,000
7. Ph.D. Stipend: The stipend for the Ph.D. degree shall be \$1,000 effective September 1, 1999.

B. Compensation for Non-Teaching Responsibilities

Effective September 1, 1999, hourly rates for the non-teaching responsibilities of counseling, academic advising and reading of placement exams, if they are not the regularly assigned duties of the individual unit member, will be as shown in Appendix C-3.

C. Paid Leaves of Absence

1. Sick Leave

Faculty members shall be granted eleven (11) sick days per year and may accumulate sick days up to a total of 180 days, including any unused personal days which may be added to sick days. The eleven (11) sick days per year will be credited to each faculty member at the beginning of the academic year. A prorated number of sick days will be credited to any faculty member who is employed less than a full academic year.

An employee may submit an application to the Board of Trustees for continuation of his/her salary after all sick leave and other paid accruals have been exhausted. The Board of Trustees shall advise the applicant in writing of its decision, which decision shall be final and non-grievable.

To be eligible for a paid sick day for a day of absence the faculty member must notify his/her Department Chair no later than 7:00 a.m. on the day of absence for any class starting at or prior to 9:00 a.m. unless the faculty member's illness or injury makes it impossible to give such notice; for all other classes the faculty member must notify his/her Department Chairman no

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later than 8:00 a.m. on the day of absence, unless the faculty member's illness or injury makes it impossible to give such notice.

## 2. Personal Leave

Four (4) days of personal leave per academic year shall be permitted for each faculty member. A faculty member's personal leave days remaining unused at the end of the academic year shall be added to his/her accumulated sick days.

Notice of leave days shall be given to the Vice-President of Academic Affairs or his/her designee as far in advance as possible and the reason therefor shall be given unless confidential. In order to minimize the degree of interference with the educational progress of students, the following procedures shall be employed:

- (a) Personal leave is designed to enable members of the college staff to carry out valid personal business which cannot be transacted at times when the faculty member has no campus duties. The College assumes that it will be used in such a way as to minimize the disruption of College operations.
- (b) When a faculty member plans to take a personal leave day, he/she shall notify his/her Department Chairman and tell him the subject of the class involved. The permission of the President is required in order to take a personal leave day just before or after holiday or recess. Such permission shall not be unreasonably withheld.
- (c) The faculty member shall make every effort to obtain a qualified and available colleague to conduct the class involved. In the event the faculty member requesting personal leave and/or the Department Chairman are unable to secure a qualified and available colleague to conduct the class involved, the students should be given a sound alternative educational experience which shall be subject to approval by the Vice-President of Academic Affairs or his/her designee. The faculty member may be required by the Vice-President of Academic Affairs to make up a class not covered or for which an approved alternative educational experience has not been scheduled.

## 3. Sabbatical Leave

The number of sabbatical leaves to be granted during the term of this contract shall not exceed:

- (i) three (3) for the year 2000-2001
- (ii) three (3) for the year 2001-2002
- (iii) three (3) for the year 2002-2003

Sabbaticals approved in the 1995-1996 academic year shall take effect during 1996-1997 and shall be covered by provisions of this contract.

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In its discretion, the College may grant two (2) additional sabbatical leaves for retraining of full-time tenure track faculty. Eligibility and criteria for these discretionary retraining sabbaticals shall be established by the College.

Sabbatical leaves to full-time faculty members shall be granted in accordance with the following specific provisions:

- (a) Faculty members shall be eligible for sabbatical leave during or after the seventh continuous year of service at the College. Seniority in service shall be considered in granting of such leaves. Extenuating circumstances, such as a grant or a time limitation on a degree, may supersede seniority.
- (b) Any faculty member whose application for sabbatical leave is denied will, upon reapplication, be given first consideration the following year.
- (c) The sabbatical leave shall be for a period not to exceed two (2) consecutive semesters.
- (d) The salary for the sabbatical leave will be at full pay for a one (1) semester sabbatical and one-half pay for a two (2) semester sabbatical. Upon return from such leave, a faculty member shall be placed at the same position on the salary schedule that he/she would have been placed had he/she taught at the College during such period.
- (e) Any instructor on sabbatical shall retain all accrued and continuing benefits without exception during the period of said leave.
- (f) Members of the faculty on sabbatical leave may, with prior approval of the President, accept fellowships, grants-in-aid, or earned income only if they assist in accomplishing the purposes of their leaves.
- (g) Application for sabbatical leave shall be submitted directly to the President. The deadline is January 1 of the academic year preceding the one during which sabbatical leave is requested. A form provided by the College, obtainable from the office of the President, stating all necessary information must be filed. After such necessary application has been filed, the President shall submit his/her recommendation to the Board of Trustees. The granting of a sabbatical leave shall not in any sense be automatic, but the Board of Trustees will consider the advantage to the applicant as a scholar, educator, and teacher to be expected from the leave and the consequent advantage, through his/her service, to the College.
- (h) A full report of the sabbatical leave must be presented to the President in writing within three (3) months after such leave is completed.
- (i) In the event a member of the faculty on sabbatical leave should change, alter, or discontinue his/her approved sabbatical program before completion thereof, he/she must so notify the President promptly. If the termination of his/her course is caused by illness, he/she shall be entitled to sick leave pay for the duration of such illness, or to the extent of such benefits he/she has accrued; but otherwise,

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he/she must return to the College for assignment of duties without delay. If he/she fails to notify the President promptly of such termination, he/she shall be deemed derelict of his/her duty to the College, subject to dismissal therefrom, and liable for repayment of all salary received from the College after the date of said discontinuance of his/her planned course of study prior to completion. In the event he/she is dismissed for cause as stated above, he/she shall be liable for repayment of the full amount of his/her salary paid to him by the College while on said leave.

- (j) If a member of the faculty does not return for one (1) full year after the completion of the sabbatical leave, he/she must within three (3) years repay the College in full for each month he/she does not serve. If a member of the faculty resigns during his/her sabbatical leave, his/her salary will be terminated and he/she must within three (3) years repay the College for each month he/she was on sabbatical leave.
- (k) The College will not unreasonably deny requests for sabbatical leaves up to the full complement of such leaves granted in this Agreement.

#### 4. Jury Duty

All faculty members subpoenaed as witnesses or jurors shall notify the President of the College at once. Subpoenaed faculty members required to serve as jurors or witnesses during a working day will be paid their normal salary. This time will not be deducted from accumulated paid leave or personal leave as long as the monies earned for such duty are turned over to the College.

#### 5. Religious Holidays

Leave will be granted to faculty members whose convictions require them to observe religious holidays. Such leave will not be charged against annual vacation time, sick leave or personal leave.

Religious holidays shall conform to the same procedural requirements set forth in obtaining personal leave days.

#### 6. Absence Due to Injury

An employee who is necessarily absent from duty because of occupational injury or disease as defined in the Workers' Compensation Law may, pending adjudication of the case and while the disability renders the employee unable to perform the duties of his/her position, be granted leave with full pay for a period not to exceed one (1) academic year, after the use of all sick leave and other paid leave accruals. A written application for said leave shall be submitted to the Employer, who shall make a final nongrievable decision. In a noncontraverted case, the Employer's decision shall be arbitrable.

Vacation and sick leave credits shall not be earned under these circumstances for periods that an employee is on such a discretionary paid leave for one (1) academic year. In the event that the disability persists beyond such period, plus accrued sick leave and other paid leave credits, such employee may be placed on leave without pay, for a further period not to exceed two (2) academic years.

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When such employee has been awarded compensation for the period of his/her leave with pay, by the Workers' Compensation Board, such compensation award shall be credited to the Employer. Upon the return of such an employee to active duty, he/she shall be recredited with the proportion of paid leave credit consumed during the period of his/her absence, which the amount of his/her Workers' Compensation award for the period of accrued sick leave and other paid leave accruals consumed and credited to the Employer bears to the amount of salary he/she received during the same period. In the event that an employee does not resume work after adjudication of a disability claim, he/she repay to the Employer within three (3) years any amount of money that may have been advanced by the Employer pursuant to this article. The Board of Trustees may waive the right to repayment provisions of this article in appropriate cases, which decision shall be final and nongrievable.

#### 7. Bereavement Days

In the event of the death of any of the relatives of an employee as listed below, said employee shall be granted up to three (3) days per occurrence without charge to any other paid leave accrual. Such three (3) days shall be any three (3) consecutive workdays, one of which is the day of the funeral. For purposes of this provision, relatives shall be construed as parents, siblings, spouse, legal guardians, children, brother or sister-in-law, mother or father-in-law.

In the event that out-of-county travel is required, up to two (2) additional days of leave may be granted in light of the actual travel time required.

#### D. Unpaid Leaves of Absence

1. (a) Tenured employees may be granted up to two (2) years of unpaid leave for the purposes of advanced study, exchange teaching, service in professional organizations, political activities, or work in the professional area of competence. The Employer may also grant unpaid leaves for other reasons.
- (b) The Employer may extend such leave beyond the two (2) year period. In the event an application for such an extension is not granted, the employee shall be given written notification of the Employer's decision and the reasons therefore. Such decision shall be final and nongrievable.
- (c) An employee on unpaid leave of absence shall retain all accrued benefits during the period of said leave. Such employee shall have the option of paying to continue any and all benefits.
- (d) Such periods of leave shall not count toward eligibility for promotion, tenure, annual increments, but shall include sabbatical leave.

#### 2. Maternity Leave

The granting of maternity leave shall be regulated by the following policies:

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- (a) A pregnant employee may apply for, and shall, upon reasonable notice, be granted unpaid leave of absence by mutual consent, at any time during the term of pregnancy.
- (b) In the event that a pregnant employee continues to work during the term of her pregnancy, she shall be entitled to paid sick leave not to exceed her total accumulated sick leave during the period of her confinement.
- (c) The termination and initiation of confinement shall be determined by the employee's personal physician subject to the College's right to verify the need with its own physician at its own expense.

E. Early Retirement Incentive

For the life of this contract, a faculty member with 20 years of service at Orange County Community College retiring between the ages of 55 and 62, inclusive, shall receive 41% of her/his final year's salary. Faculty members should give six (6) months notice of intent to retire if applying for this incentive. In each year under this Agreement, this incentive provision shall apply to a maximum of five (5) faculty members, in order of application, who apply for early retirement. In the event the number of faculty members applying for early retirement exceeds five (5) in any one (1) year, the College, in its discretion, may grant said individuals participation in this incentive program.

F. Retirement Sick Leave Benefit

Upon retirement, a full-time faculty member shall receive a cash payment for unused sick days up to a maximum of 180 sick days as specified in this contract (Article V, paragraph B.1) equal to nine percent (9%) of his/her average per diem salary for the last five years. The per diem calculation shall be based on the number of work days in a ten month contract period.

The parties agree that if the cost of the Disability Insurance is less than projected, the nine percent (9%) shall be increased up to ten percent (10%).

Bargaining unit employees who resign from the College or who are separated from employment are not eligible for this benefit. In order to be eligible for his/her retirement benefit, a full-time faculty member must be at least fifty-five (55) years of age with ten (10) years of County employment.

G. Health and Dental Insurance

1. Health Insurance

- (a) All full-time employees or those employees with permanent status and 75% of a full load shall be eligible for membership in the Orange County Health Plan and effective January 1, 2001, all full-time employees or those employees with permanent status and 75% of a full load shall be eligible for membership in the Empire Plan (Prime Plan - CorePlus All Enhancements); however,

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- (b) The Employer reserves the right to substitute insurance carriers, self-insure or a combination of the two, provided that the schedules of benefits are to be the same as the Empire Plan (Prime Plan - CorePlus All Enhancements) and that the substitute carrier, self-insurance or combination of the two has comparable area acceptability.
- (c) Before the Employer effectuates such a change, it will submit said anticipated plan or plans to a Union Insurance committee who will ascertain whether they think the obligations under 1(b) of this Section have been fulfilled. In the event a dispute arises as to the fulfillment of the obligations under 1(b) of this Section, the matter shall be submitted to arbitration pursuant to the Arbitration Article of this Agreement. However, it is understood the Employer may substitute the new carrier or self-insurance program, or a combination of the two, prior to any such arbitration decision, if the Employer decides to proceed despite the pending arbitration.
- (d) The Employer shall contribute 100 percent of the premium or assume 100 percent of the cost (self-insurance) of employees and dependents hired before September 1, 1989. The Employer shall contribute 100 percent of the premium or assume 100 percent of the cost (self-insurance) of employees and dependents hired on or after September 1, 1989 provided the employee has been employed by the College for ten (10) consecutive years. Employees hired on or after September 1, 1989 and whom the College has employed for less than ten (10) years shall contribute to the premium or cost (self-insurance) for themselves or their dependents as follows:
  - (i) for individual coverage only, such an employee shall contribute annually the lesser of two hundred dollars (\$200) or one percent (1%) of bi-weekly earnings, via payroll deductions;
  - (ii) for dependent coverage, such an employee shall contribute annually the lesser of four hundred dollars (\$400) or two percent (2%) of bi-weekly earnings via payroll deductions.
- (e) The Employer reserves the right, in its sole discretion, to offer and continue to offer employees the opportunity to participate in one or more Health Maintenance Organization (HMOs). In such event, the Employer shall contribute to premium payments in an amount not to exceed the premium costs paid for the health insurance described in Paragraph 1. (d) hereof. In the event premium costs for participation in any HMO exceeds the costs paid pursuant to Paragraph 1.(d), then an employee desiring participation in such HMO must assume such excess costs, or declining to do so, must participate in an Employer plan which requires no excess premium contribution.
- (f) (1) If any employee, on the payroll as of October 20, 1992, ends his/her employment with the Employer before retirement age, he/she may continue to participate in the Employer's health insurance plan as provided herein. To be eligible for continued coverage the employee must have:

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- (i) completed ten (10) years of service with the Employer,
- (ii) be enrolled in the Employer's health insurance plan at the time employment is terminated, and
- (iii) be within five (5) years of eligibility for retirement benefits from the New York State Teachers Retirement System, or, if the employee is not a participant in that retirement plan (e.g. TIAA-CREF), be within five (5) years of eligibility for retirement benefits from the New York State Teachers Retirement System if the employee would otherwise qualify for receipt of benefits had he/she been a member of the applicable State plan.

To continue coverage after termination, the former employee must pay the full cost of coverage except that when the employee commences receiving his/her retirement benefits from the New York State Teachers Retirement System, or, if he/she is not a member of such plan, when he/she would otherwise have begun receiving retirement benefits if he/she had been a member of that retirement plan, the Employer will pay 1/20 of the premium for such coverage for each completed year of service by the employee for the Employer.

- (2) If any employee first hired in any portion of County employment after October 20, 1992, ends his/her employment with the Employer before retirement age, he/she may continue to participate in the Employer's health insurance plan as provided herein. To be eligible for continued coverage, the employee must have:
  - (i) completed twenty (20) years of service with the Employer,
  - (ii) be enrolled in the Employer's health insurance plan at the time employment is terminated, and
  - (iii) be within five (5) years of eligibility for retirement benefits from the New York State Teachers Retirement System, or, if the employee is not a participant in that State plan, be within five (5) years of eligibility for retirement benefits from that plan if he/she would otherwise qualify had he/she been a member of the applicable State plan.

To continue coverage after termination, the former employee must pay the full cost of coverage except that when the employee commences receiving his/her retirement benefits from the New York State Teachers Retirement System, or, if the employee is not a member of such plan, when he/she would otherwise have begun receiving retirement benefits if he/she had been a member of the applicable State retirement plan, the Employer will pay 1/30 of the premium for such coverage for each completed year of service by the employee for the Employer.

## 2. Dental Insurance

- (a) Effective January 1, 2001, the Employer will provide a dental insurance plan equivalent to the Orange County CSEA and Management Employees Group 723 plan.

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- (b) The Employer shall contribute 100 percent of the premium or assume 100 percent of the cost (self insurance) of the dental insurance plan for unit employees.
- (c) The Employer shall make available a family dental plan, the cost of which, in excess of individual coverage, shall be borne in the entirety by participating employees.
- (d) The Employer reserves the right to substitute insurance carriers, self-insurance or a combination of the two, provided that the schedules of benefits are to be the same as the present dental plan schedules, and that the substitute carrier, self-insurance or combination of the two has comparable area acceptability.
- (e) Before the Employer effectuates such a change, it will submit said anticipated plan or plans to a Union Insurance Committee who will ascertain whether they think the obligations under 2(d) of the Section have been fulfilled. In the event a dispute arises as to the fulfillment of the obligations under 2(d) of this section, the matter shall be submitted to arbitration pursuant to the Arbitration provision of this Agreement. However, it is understood the Employer may substitute a new carrier or self-insurance program, or a combination of the two, prior to any such arbitration decision, if the Employer decides to proceed despite the pending arbitration.

3. Optical Insurance

- (a) Effective January 1, 2001, the Employer will provide an optical insurance plan equivalent to the Orange County CSEA and Management Employees Group 723 plan.
- (b) The Employer shall contribute 100 percent of the premium or assume 100 percent of the cost (self-insurance) of the optical insurance plan for unit employees.
- (c) The Employer shall make available a family optical plan, the cost of which, in excess of individual coverage, shall be borne in the entirety by participating employees.
- (d) The Employer reserves the right to substitute insurance carriers, self-insurance or a combination of the two, provided that the schedules of benefits are to be the same as the present optical plan schedules, and that the substitute carrier, self-insurance or combination of the two has comparable area acceptability.
- (e) Before the Employer effectuates such a change, it will submit said anticipated plan or plans to a Union Insurance Committee who will ascertain whether they think the obligations under 3(d) of the Section have been fulfilled. In the event a dispute arises as to the fulfillment of the obligations under 3(d) of this section, the matter shall be submitted to arbitration pursuant to the Arbitration provision of this Agreement. However, it is understood the Employer may substitute a new carrier or self-insurance program, or a combination of the two, prior to any such

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arbitration decision, if the Employer decides to proceed despite the pending arbitration.

#### 4. Dependents Coverage in the Event of Death

If an employee with dependents covered by the health insurance plan dies, coverage for the employee's dependents will be continued for the three (3) months following the month in which the employee's death occurs. If the employee had ten (10) years of service with the Employer at the time of the employee's death, the employee's dependents may continue coverage at the dependent's expense until, (a) in the case of the employee's spouse, the spouse remarries or (b) in the case of the employee's other dependents, the dependent no longer is a dependent as defined in the Employer's health insurance plan.

#### H. Other Benefits

1. All present retirement benefits shall remain in effect with the total cost paid for by the Employer. Employees choosing to be enrolled under New York State Retirement Plans will continue to make such employee contributions as required by the laws governing such plans.
2. Anyone joining the full-time faculty shall be granted tenure at the time of his/her fifth consecutive appointment, if a fifth consecutive appointment is offered. This clause shall not apply to a person who has had consecutive temporary appointments. The fifth consecutive appointment must be a tenure track appointment in order to be granted tenure.
3. The employer agrees to provide disability insurance for full-time unit employees. The insurance will be comparable to the disability insurance in effect for the year ended August 31, 1992. The employer reserves the right to substitute insurance carriers. Bargaining Unit members who need to use this benefit shall first use accumulated sick leave and then receive from the Sick Leave Bank (l.,p.51) those days necessary to fulfill the waiting period prior to the commencement of disability insurance payments.

The parties agree that if it becomes necessary to add days to the Sick Bank in order to fulfill the waiting period for any member who qualifies for the disability benefit, bargaining unit members shall be permitted to contribute days from his/her accumulated 180 days maximum sick leave. This right shall exist only for the period from September 1, 1994 to August 31, 1999.

4. The faculty shall continue to be provided with parking facilities as in the past.

#### 5. Professional Development Fund

For Academic Year 1999-2000 a Professional Development Fund equal to 1.55% of total full-time base salary will be established and distributed equally (not on base) to all full-time faculty in the ranks of assistant professor, associate professor, and full professor.

For Academic Year 2000-2001 a Professional Development Fund equal to 1.60% of total full-time base salary will be established and distributed equally (not on base) to all full-time faculty in the ranks of assistant professor, associate professor, and full professor.

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For Academic Year 2001-2002 a Professional Development Fund equal to 1.67% of total full-time base salary will be established and distributed equally (not on base) to all full-time faculty in the ranks of assistant professor, associate professor, and full professor.

For Academic Year 2002-2003 a Professional Development Fund equal to 1.75% of total full-time base salary will be established and distributed equally (not on base) to all full-time faculty in the ranks of assistant professor, associate professor, and full professor.

6. Retrenchment Benefit

Effective September 1, 1986, any tenured full-time faculty member who suffers a retrenchment as defined in Article IV, Section B, will receive a cash severance payment based on his/her accumulated unused sick days up to a maximum of ninety (90), at the rate of sixty dollars (\$60.00) per day.

7. Death Benefit

In the event a full-time tenure track faculty member dies while in the College's employ, a cash death benefit payment will be made to his/her estate based on the number of his/her accumulated unused sick days up to a maximum of ninety (90), at the rate of sixty dollars (\$60.00) per day.

8. Tuition Remission:

The College will waive tuition for credit courses for the spouse and dependent children of a bargaining unit member in those instances where such spouse or dependent child is otherwise independently accepted for enrollment in a degree program. Such tuition free enrollers, however, shall not be counted toward the minimum number of students necessary to offer a class, nor shall such students (when causing class sizes to be exceeded) result in additional hiring.

The college will waive tuition for two (2) credit bearing courses taken by a bargaining unit member each academic year. Such tuition free enrollment shall not be counted towards the minimum number of students necessary to offer a class, nor shall the enrollment (when causing class sizes to be exceeded) result in additional hiring.

I. Sick Leave Bank

1. An emergency sick leave bank will be established on an experimental basis to provide against the economic effects of a long term disabling illness. Upon expiration of this Agreement the parties will meet, evaluate the Sick Leave Bank and decide whether to continue its existence.
2. Each full-time bargaining unit member may contribute two (2) days from his/her annual sick leave allotment per year. These days will be placed in a Sick Leave Bank which shall be established to aid full-time bargaining unit members who are suffering from prolonged or disabling illness or mental incapacitation. The Sick Leave Bank shall be available to a full-time bargaining unit member whose sick leave accumulation has been exhausted. A full-time bargaining unit member eligible to receive workers' compensation benefits is ineligible to draw upon the

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Sick Leave Bank. The Bank shall accumulate up to a maximum of five hundred (500) days and contributions cannot be withdrawn. In the event the Bank is discontinued, contributions will be refunded to each contributing full-time bargaining unit member up to his/her maximum contractual accumulation.

3. A full-time bargaining unit member, on written application and adequate justification replete with medical documents attesting to the disability, may draw up to thirty (30) days against the Bank after his/her sick leave accumulation has been exhausted. With medical documentation, a full-time bargaining unit member may apply to the Committee for additional days from the Bank to a maximum of thirty (30) days.
4. The Employer may, at its option, require a second medical opinion prior to paying or continuing payment of sick leave bank days. An applicant to the Bank will provide any documentation deemed necessary with regard to the nature and duration of the disabling condition.
5. A Committee consisting of five (5) members shall administer the Bank and act on each application submitted to it. The Committee may require periodic medical reports from a recipient. Composition of the Committee shall consist of three (3) bargaining unit representatives and two (2) representatives of the College Administration. As necessary, the Committee may consult with independent medical practitioners. Decisions of the Committee are final.
6. The Committee shall present an annual written report to the Association at its first meeting in September. The report shall show the number of days in the Bank, the contributors, the number of requests made for days, and the number of requests granted. A copy of this report shall be given to the College President.

## **ARTICLE VI**

### **REAPPOINTMENTS AND EVALUATION**

- A. The Committee on Reappointment, Promotion and Tenure shall be chaired by the President of the College. It shall consist of the Vice-President of Academic Affairs, the Vice-President of Student Affairs, one other administrator named by the President, **three (3) Full Professors (from different departments) elected by the members of this unit,** and the Department Chairperson of the individual whose status is being examined.

**Further analysis of the faculty promotion process will be performed by a Faculty Management Promotion Committee. The Association will be represented by the Association President, one additional Association officer, and the three elected PRT representatives. The College President shall be an ex-officio member of this committee and shall appoint up to three administrators and one department chair to serve on the committee. The Committee will prepare a written proposal for improvements in the PRT process within six months of the ratification of this contract. If approved by the College President and the membership of the Faculty Association, proposed changes to the PRT process shall be put into effect as soon as possible.**

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- B. Individual letters of reappointment shall be issued by December 15, except that letters of reappointment of first year faculty members need not be issued prior to February 15. Notices concerning tenure shall be sent to fourth year faculty members by June 30. All appointments issued for the academic year shall be returnable within thirty (30) days. Notices concerning reappointments should be given at an early date, since a failure to secure another position for the ensuing academic year will deny the faculty member the opportunity to practice his/her profession. Adjunct Faculty shall be notified in writing at least 30 days prior to the first day of classes in any semester regarding their reappointment, subject to enrollment.
- C. Summer session appointments shall be issued by April 15 and returnable in thirty (30) days. The College will guarantee any faculty members assigned to summer session courses the payment for one course; in the event no assigned courses materialize, another assignment will be made by the President of the College.
- D. Termination of a tenured appointment or of a non-tenured or special appointment before the end of the period of appointment, for medical reasons, will be based upon clear and convincing medical evidence. The decision to terminate will be reached only after there has been appropriate consultation and the faculty member or his/her representative has been informed of the basis of the proposed action, and has been afforded an opportunity to present his/her position and to respond to the evidence.
- E. Faculty members, including technical assistants, subject to review for retention, promotion, tenure and merit review, as well as those subject to any other evaluation shall be evaluated by the following procedure. Each department shall determine its own evaluation system, subject to approval by the College president or his/her designee, not later than October 15 of each academic year at a formally constituted department meeting by secret ballot and by a majority vote of those attending. This meeting shall be called and chaired by the department chairman and shall be attended by department chairmen and by faculty members covered by this contractual agreement. In the event the President does not approve a Department's proposed evaluation procedure, it shall be referred to a joint faculty-administration committee for revision. All evaluation reports shall be made available to those evaluated, prior to their insertion into the employee's personnel file. The employee must initial and date the copy of the evaluation reports to be inserted into the personnel file and shall have the right to respond in writing to the reports. Such written responses shall be included as part of the evaluation report in the employee's personnel file. The President of the College may at any time retain, promote, or grant tenure or propose merit raises for any member of the faculty. The President reserves the right to appoint two (2) administrators to every evaluation team.
- F. Formal classroom evaluation reports will be placed in the employee's official file no later than thirty days after the classroom evaluation or the post-evaluation conference, whichever occurs later.
- G. Effective September 1, 1992, individuals serving full-time temporary appointments shall be evaluated in the same manner as individuals serving full-time tenure track appointments.  
Effective September 1, 2000, individuals serving in part-time adjunct appointments shall be evaluated according to a procedure developed by their academic departments and

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approved by the President of the College. Full-time tenured faculty members of a department may be assigned to observe classes of a day adjunct faculty member, if their departmental policy specifies such observations.

Individuals serving full-time temporary appointments who are appointed to a full-time tenure track position shall receive credit for time served as a full-time temporary toward tenure on a 1:1 basis.

Consistent with applicable law and federal, state, county and/or College affirmative actions requirements, any faculty member appointed on a temporary basis, for more than a total of six (6) semesters, who is affirmatively evaluated, shall be entitled to priority consideration for employment in the tenure area for the next semester, and each consecutive semester thereafter in which an opening exists, subject to continuing good evaluations. Nothing in this provision shall require the College to unlawfully discriminate or disregard its affirmative action requirements on the basis of membership in the bargaining unit.

- H. **Filling of Vacancies** – All Faculty Association members shall be informed in writing and/or via email of vacancies within the College. Faculty Candidates for a teaching vacancy within any department will be screened and interviewed by a committee composed of the appropriate department chairman, and two members of the teaching faculty elected by the department. The Vice-President of Academic Affairs shall sit as an ex-officio, non-voting member of the committee. The committee shall send its recommendations to the Vice-President of Academic Affairs for his/her approval and recommendation to the President of the College.

## **ARTICLE VII GRIEVANCE PROCEDURE**

### **Section I -- Declaration of Purpose**

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the County, the Board of Trustees, the Chief Executive Officer, the Administration and the faculty of Orange County Community College is essential to the operation of the College, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of faculty members through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the parties above named are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or the courts.

### **Section II -- Definitions**

- 2.1. A Grievance is a claim by the Association or any faculty member or group of faculty in the negotiating unit based upon any event or condition affecting their welfare and/or terms and conditions of employment, including, but not limited to, any claimed violation,

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misinterpretation, misapplication or inequitable application of law, rules or regulations having the force of law, this Agreement, policies, rules, by-laws, regulations, directions, orders, work rules, procedures, practices or customs of the County and/or the Board of Trustees and/or the Chief Executive Officer and/or the administration; however, the failure or refusal of the College to renew the contract of a probationary faculty member shall not be a grievance for purposes of these procedures unless said failure or refusal is based on a violation of the provisions of this Agreement.

- 2.2. The term Supervisor shall mean any department chairman, immediate superior or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the chief executive office.
- 2.3. The Chief Executive Officer is the President of the College.
- 2.4. Association shall mean Orange County Community College Faculty Association.
- 2.5. Aggrieved Party shall mean the Association and/or any person or group of persons in the negotiating unit filing a grievance.
- 2.6. Party in Interest shall mean the Association and any party named in a grievance who is not the aggrieved party.
- 2.7. Grievance Committee is the committee created and constituted by the Orange County Community College Faculty Association.
- 2.8. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

### **Section III -- Procedures**

- 3.1. All grievances shall include the name and position of the aggrieved party and a brief statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.2. Except for informal decisions at Stage 1A, all decisions shall be rendered in writing at each step of the Grievance Procedure, setting forth findings of fact, conclusions and supporting reasons. Each decision shall be promptly transmitted to the faculty member and the Association.
- 3.3. If a grievance affects a group of faculty members, i.e., three (3) faculty members or more, it may be submitted by the Association directly at Stage 2.
- 3.4. The preparation and processing of grievances shall, whenever practicable, be conducted during the hours of employment at a time affording all interested parties a reasonable opportunity to attend, and any employees who are present during working hours shall be excused from duty without loss of pay. Reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the Grievance Procedure.

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- 3.5. The County agrees that it, the Board of Trustees, the Chief Executive Officer and the Administration will facilitate any investigation which may be required and will make available, upon the request of any aggrieved party, any and all material and relevant documents, communications and records maintained in the ordinary course of business concerning the alleged grievance. The parties recognize that the Employer has no duty to create any such material, documents, communications or records.
- 3.6. Except as otherwise provided in Articles 5.1A and 5.1B, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this Grievance Procedure.
- 3.7. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the County, the Board of Trustees, the Chief Executive Officer and/or by any other member of the administration against the aggrieved party, any party in interest, any representative, any member of the Grievance Committee or any other participant in the Grievance Procedure or any other person by reason of such grievance or participation herein.
- 3.8. All documents, communications and records dealing with the processing of a grievance shall be filed in the office of the President separately from the personnel files of the participants.
- 3.9. Nothing contained herein will be construed as limiting the right of any faculty member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views of the grievance.
- 3.10. In any and all cases where the aggrieved party is not represented at any stage of the Grievance Procedure by the Association, the hearing officer making the decision will cause to be served upon the Association a copy of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, if any, as the case may be, written arguments and briefs considered by him, together with a copy in writing of his decision and all previous decisions in the proceeding. Said papers will be served upon the Grievance Committee of the Association simultaneously with the rendering of the decision by such hearing officer.
- 3.11. The Association's Grievance Committee shall be entitled to at least five (5) calendar days' advance notice from the hearing officer of all hearings of all grievances in which the aggrieved party is not represented by the Association. Such notice shall include copies of all documents in the possession of the hearing officer, and the Association shall be entitled to participate in and express its position and offer proof, if so advised, during the hearings on such grievances even though it does not represent the aggrieved party.
- 3.12. Every person who has the right to bring a grievance hereunder has the right to be represented by a representative of his/her own choice except that, as aforesaid, if the Association is not chosen as the representative of the aggrieved party, it shall have the

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rights hereinafter set forth in such cases and providing, further, that Stage 3 of this Grievance Procedure shall be available only to the Association and those aggrieved parties represented by it.

- 3.13. Any and all notices which this Grievance Procedure requires to be given to the County, Board of Trustees, Chief Executive Officer or Administrators may be delivered to the Chief Executive Officer of the Orange County Community College or, in his/her absence, to the person then in charge of his/her duties.

#### **Section IV -- Time Limits**

- 4.1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended by mutual agreement.
- 4.2. Grievances will be forwarded at the first available stage within thirty (30) calendar days after the faculty member actually knew or should have known of the act or condition on which the grievance.
- 4.3. If a decision at one stage is not appealed to the next stage of the procedure within the basic time limit specified, then the grievance shall be deemed to be dismissed.
- 4.4. Failure at any stage of the Grievance Procedure to communicate a decision to the aggrieved party, his/her representatives and the Association, within the specified time limit, shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decisions been communicated by the final day.
- 4.5. In the event a grievance is filed on or after May 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the Grievance Procedure may be exhausted prior to the end of the College term or as soon thereafter as is possible.

#### **Section V -- Stage of Grievance Procedure**

- 5.1. Stage 1A: Supervisor -- Informal

A faculty member having a grievance will discuss it with his/her supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest but, in arriving at his/her decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultations have been had without the aggrieved party or his/her representative present. If the faculty member submits the grievance through a representative, the faculty member may be present during the discussion of the grievance.

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5.2. Stage 1B: Supervisor -- Written Decision

If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within five (5) college working days after the written grievance is presented to him, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the faculty member, his/her representative and the Association.

5.3 Stage 2: President (Chief Executive Officer)

If any aggrieved party is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the faculty member or his/her representative shall, within ten (10) college working days, after receipt of the Stage 1B decision, file a written appeal of the decision at Stage 1 with the Chief Executive Officer. Copies of the written decision at Stage 1 shall be submitted with the appeal. Within five (5) college working days after receipt of the appeal, the Chief Executive Officer, or his/her duly authorized representative, shall set a date for a hearing and notify the faculty member and the Grievance Committee, or its representative, and all other parties in interest of said date and hearings will be commenced within ten (10) college working days after receipt of the appeal by the Chief Executive Officer. The Chief Executive Officer shall render a decision in writing to the faculty member, the Grievance Committee and its representative within ten (10) college working days, after the conclusion of the hearing.

5.4 Stage 3: Binding Arbitration

- (a) If the Association is not satisfied with the decision at Stage 2 and the Association determines that the grievance is meritorious and the grievance concerns an alleged violation, misinterpretation, misapplication or inequitable application of specific terms and conditions of this Agreement except matters involving academic judgment, the Grievance Committee of the Association may submit the grievance to arbitration by written notice to the Chief Executive Officer within ten (10) calendar days of the decision at Stage 2.
- (b) Within five (5) calendar days after such written notice of submissions to arbitration, the Chief Executive Officer and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- (c) The selected arbitrator will hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.

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- (d) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement nor shall he have the power or authority to make a decision except a decision which concerns a violation, misinterpretation, misapplication or inequitable application of specific terms and conditions of this Agreement excepting matters involving academic judgment.
- (e) The decision of the arbitrator shall be final and binding upon all parties. The arbitrator shall not substitute his or her judgment for the academic judgment of persons charged with the responsibility for making such judgments.

In matters in which the College asserts that the arbitrator may not substitute his or her judgment for the academic judgment of persons charged with the responsibility for making such judgments, the arbitrator shall hear that issue as a threshold question.

If the arbitrator finds that he/she may not substitute his/her judgment, the grievance shall be dismissed.

If the arbitrator finds that he/she has jurisdiction to hear the merits of the case, the parties shall proceed on the merits of the grievance.

- (f) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the County and the Association.

#### **Section VI -- Expedited Arbitration**

In the event that the Association determines that a grievance is meritorious and that the passage of time would render the required remedy moot, grievances may be filed with the Chief Executive Officer who shall have five (5) calendar days to render a decision in writing. In the event that the Association is not satisfied with the response of the Chief Executive Officer, the grievance may be expedited directly to arbitration. The Association will pay the full arbitration costs if the arbitrator finds that the passage of time would not render the remedy moot.

**ARTICLE VIII**  
**PAST PRACTICES**

The College agrees to continue all practices relating to wages, hours of work, and conditions of employment in effect as of September 1, 1981, provided, however, that said practices have not been specifically abridged, terminated or modified by provisions of this Agreement. Practices not encompassed under the preceding sentence may be instituted or altered by the College on or after September 1, 1981. In this regard, the College shall notify the Faculty Association of such practices and, upon request, will discuss same. Nothing herein shall be construed as diminishing or impairing the parties' respective rights and/or obligations under the Taylor Act.

**ARTICLE IX**  
**SCOPE OF THE AGREEMENT**

**Section I.** It is understood by and between the parties to this Agreement that any provisions inconsistent with or contrary to law, or rules and regulations having the force and effect of law, shall be considered as deleted from the Agreement without harm to the remaining provisions of the Agreement. If any article or section of this Agreement or any addendum thereto should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such court, the remainder of this Agreement shall not be affected thereby.

**Section II.** The parties agree that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement the Faculty Association and the County each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matters referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matters may have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

**Section III.** The terms and provisions contained herein constitute the entire agreement between the parties and shall supersede all previous communications, representations and agreements either verbal or written between the parties hereto with respect to the subject matter hereof. It is further expressly understood and agreed by and between the parties hereto that the within Agreement contains all of the terms and conditions of employment and that all prior past employment practices governing salary, working conditions and all other terms and conditions of employment are merged into and are fully set forth in the within Agreement except as reserved by Article III and Article VIII of this Agreement.

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**ARTICLE X**  
**SAVINGS CLAUSE**

Any legislature or judicial act that renders null and void any part of this Agreement shall not affect any other part of the Agreement. Anything subsequently mandated by law which affects any provision herein shall be automatically made a part of this Agreement.

**ARTICLE XI**  
**LEGISLATIVE AUTHORITY**

"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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

**ARTICLE XII**  
**CONTRACT DISTRIBUTION**

Within sixty (60) days following the signing of this Agreement, the College shall provide the Faculty Association with two hundred (200) copies thereof. The College, thereafter, is under no obligation to produce and distribute copies of this Agreement to the Association for the life of this contract but shall provide copies to all new faculty members hired into bargaining unit positions after the signing of this Agreement.

**ARTICLE XIII**

The employer shall assume responsibility for making public details of this Agreement.

**ARTICLE XIV**  
**DURATION OF AGREEMENT**

Except as expressly stated in the above provisions of this Agreement, this Agreement shall be effective as of its signing.

Thereafter, this Agreement shall remain in effect through August 31, 2003 and from year to year thereafter, unless either party gives written notice to the other party at least sixty (60) days prior to February 1, 2003 or February 1 of any year thereafter that it wishes to terminate or modify the existing contract and enter into collective negotiations.

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IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_ day of \_\_\_\_\_, 2001.

COUNTY OF ORANGE

FACULTY ASSOCIATION OF ORANGE  
COUNTY COMMUNITY COLLEGE

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APPENDIX A -- UNIT CERTIFICATION

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In the Matter of :  
ORANGE COUNTY COMMUNITY COLLEGE, :  
Employer, :  
and :  
AMERICAN ASSOCIATION OF UNIVERSITY :  
PROFESSORS, CHAPTER OF ORANGE COUNTY :  
COMMUNITY COLLEGE, : CASE NOS. C-0319,  
Petitioner, : AND C-0323  
and :  
FACULTY ASSOCIATION OF ORANGE :  
COUNTY COMMUNITY COLLEGE, :  
Petitioner, :  
and :  
ORANGE COUNTY COMMUNITY COLLEGE, :  
FEDERATION OF TEACHERS, AFL-CIO, :  
Intervenor. :

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Before: ROBERT D. HELSBY, Chairman, JOSEPH R. CROWLEY, GEORGE H. FOWLER.

After a representation proceeding, the Faculty Association of Orange County Community College was certified as negotiating representative for the purpose of collective negotiations and the settlement of grievances for employees of Orange County Community College.

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Certification of Representative and  
Order to Negotiate

A representative proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected; pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act, IT IS HEREBY CERTIFIED that Faculty Association of Orange County Community College has been designated and selected by a majority of the employees of the above-named public employer, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

UNIT:

Included: All full-time and part-time day teaching faculty with academic rank of professors, associate professors, assistant professors, instructors, admissions counselors, technical assistant-biological science, guidance counselors, and librarians.

Excluded: President, academic dean, dean of administration, dean of students, assistant dean of students, director of admissions-registrar, assistant director of admissions-registrar, director of continuing education, assistant director of continuing education, public relations officers, coordinator of audio-visual services, technical assistant of audio-visual services, comptroller, director of computer center, assistant director of computer center, director of counseling services, coordinator of governmental programs, head librarian, nurses-college, facilities and program coordinator, director of placement and students' finances coordinator of special projects-extension division, women's program coordinator, departmental chairmen, assistant to coordinator of audio-visual services and part-time evening faculty.

Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with Faculty Association of Orange County Community College and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Dated: January 3, 1969.

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## APPENDIX B

### Disciplines

Accounting	Government
Admissions Counselors	Guidance Counselors
Anthropology	History
Architecture	Histotechnology
Art History	Librarians
Biology	Management
Business	Math
Chemistry	Medical Laboratory Technology
Computer Science	Music/Piano
Criminal Justice	Nursing
Dance	Occupational Therapy
Data Processing	Physical Education
Dental Hygiene	Physical Therapy
Economics	Physics
Electrical Tech	Psychology
Electron-Microscopy	Radiological Technology
Engineering	Recreation
English	Respiratory Therapy
Fire Science	Secretarial Science
French	Sociology
Geography	Spanish
Geology	Speech and Theatre
German	Studio Art

A Technical Assistant's discipline shall be the discipline in which he/she is working. However, in the event of retrenchment, a Technical Assistant shall not displace a faculty member, and a faculty member shall not displace a Technical Assistant.

## APPENDIX D ACADEMIC FREEDOM

The teacher is entitled to freedom in the classroom in discussing the subject, but may not claim as a right the privilege of discussing controversial matter which has no relation to the subject.

The teacher is entitled to full freedom, within the law, of inquiry and research and in the publication of the results, but not at the expense of adequate performance of other academic duties.

The college teacher is a citizen, a member of a learned profession and a representative of an educational institution. When speaking, writing, or acting, within the law, as a citizen, the teacher shall be free from institutional censorship or discipline, but our unique position in the community imposes special obligations. As persons of learning and as representatives of an educational institution, we should remember that the public may judge our profession and our institution by our utterances and our actions. Hence, we must at all times be accurate, exercise appropriate restraints, show respect for the opinion of others, and indicate that we are not speaking for our institution.

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**AGREEMENT**

**BETWEEN**

**ORANGE COUNTY LEGISLATURE**

**AND**

**ORANGE COUNTY COMMUNITY COLLEGE FACULTY  
ASSOCIATION**

**Academic Years  
1999-2000 through 2002-2003**