



AGREEMENT

September 1, 2025 - August 31, 2028

By and Between

the

SUNY CORNING COMMUNITY COLLEGE (hereinafter referred to as the "College")

and the

PROFESSIONAL EDUCATORS OF SUNY CORNING COMMUNITY COLLEGE
(hereinafter referred to as the "PECCC")

1	SAVINGS CLAUSE	4
2	MANAGEMENT RIGHTS	4
3	RECOGNITION CLAUSE	4
3.1	SCOPE.....	4
3.2	DUES.....	5
3.3	MEETING TIMES	5
3.4	USE OF FACILITIES.....	5
3.5	PRESIDENT’S RELEASE TIME.....	5
3.6	DISTRIBUTION	5
3.7	ASSOCIATION BUSINESS	6
4	APPOINTMENTS	6
4.1	TYPES OF APPOINTMENT.....	6
4.1.1	<i>Tenure-Track</i>	6
4.1.2	<i>Non Tenure-Track</i>	6
4.2	FACULTY RESPONSIBILITIES	6
4.3	WORK YEAR	7
4.3.1	<i>Non Tenure-Track</i>	8
4.4	WORK DAY.....	8
4.5	WORK WEEK	8
4.6	PRIMARY EMPLOYMENT	9
5	LOAD	9
5.1	REGULAR LOAD	9
5.1.1	<i>Team Teaching</i>	10
5.2	RELEASE TIME	10
5.2.1	<i>New Faculty</i>	10
5.2.2	<i>ACE Liaisons</i>	10
5.3	REDUCED LOAD	11
5.4	OVERLOAD	11
5.4.1	<i>Curriculum Development</i>	12
5.4.2	<i>Substitutes</i>	12
5.5	OTHER COMPENSATION.....	12
5.5.1	<i>Credit for Prior Learning</i>	12
5.5.2	<i>Summer/Winter Courses</i>	12
5.6	MISCELLANEOUS	13
5.6.1	<i>Course Section Caps</i>	13
5.6.2	<i>Limit on teaching by non-PECCC personnel</i>	13
5.6.3	<i>Online Teaching Preparation</i>	13
6	SALARY	13
6.1	MINIMUM SALARY.....	13
6.2	SALARY INCREASES.....	14
6.3	PAY PROCEDURE	14
6.4	SIGNING BONUS	14
7	EMPLOYEE BENEFITS	15
7.1	RETIREMENT PLANS	15
7.2	SUPPLEMENTAL RETIREMENT PROGRAMS	15
7.3	RETIREMENT INCENTIVE.....	15
7.4	OTHER RETIREMENT BENEFITS.....	15
7.5	HEALTH INSURANCE	16
7.5.1	<i>Continuation of Health Insurance for Dependents of Deceased Employees</i>	17
7.5.2	<i>Continuation of Health Insurance During Disability</i>	17
7.5.3	<i>Health Insurance Benefits for Domestic Partners</i>	17
7.6	VISION AND DENTAL PLAN	19

7.7	FLEXIBLE SPENDING PLAN	19
7.8	LONG TERM DISABILITY INSURANCE.....	19
7.9	LIFE INSURANCE	19
7.10	TRAVEL AND ACCIDENT INSURANCE	19
7.11	FACULTY TUITION BENEFIT	20
7.12	DEPENDENT TUITION BENEFIT	20
7.13	EMPLOYEE ASSISTANCE PROGRAM (EAP).....	21
7.14	SPECIAL RECOGNITION.....	21
8	LEAVES OF ABSENCE.....	21
8.1	PERSONAL LEAVE.....	21
8.2	SICK LEAVE	22
8.2.1	<i>Use of Sick Leave</i>	22
8.2.2	<i>Extended Illness</i>	22
8.2.3	<i>Voluntary Donation of Sick Leave</i>	23
8.3	ABSENCE FOR WORK-RELATED INJURY OR ILLNESS	23
8.4	BEREAVEMENT LEAVE AND OTHER UNUSUAL CONDITIONS	24
8.5	LEAVE FOR JURY DUTY OR COURT ATTENDANCE	24
8.6	LEAVE OF ABSENCE WITHOUT PAY	24
8.7	ADMINISTRATIVE LEAVE.....	25
8.8	MILITARY LEAVE	25
9	SABBATICAL LEAVE.....	25
9.1	ELIGIBILITY REQUIREMENTS	26
9.2	RE-ENTRY OBLIGATIONS	26
9.3	SABBATICAL APPLICATION PROCEDURES	26
9.4	SABBATICAL CRITERIA.....	27
9.5	SABBATICAL CONDITIONS.....	27
10	FACULTY EVALUATIONS.....	27
10.1	SELF-EVALUATION/ANNUAL REPORT	28
10.2	STUDENT EVALUATION	28
10.3	CLASSROOM OBSERVATIONS	28
11	PROMOTIONS.....	29
11.1	CRITERIA FOR PROMOTIONS FOR TENURED/TENURE-TRACK FACULTY.....	30
11.2	PROMOTIONAL INCREASE.....	32
12	TENURE.....	32
12.1	PROBATIONARY PERIOD:.....	32
12.2	AWARDING OF TENURE:	33
12.3	CLASSROOM PERFORMANCE CRITERIA	33
12.4	CRITERIA FOR PROFESSIONAL GROWTH ACTIVITIES	34
12.5	COLLEGE SERVICE CRITERIA	34
12.6	COMMUNITY SERVICE CRITERIA	34
13	ACADEMIC FREEDOM.....	35
14	DISCIPLINE AND DISMISSAL.....	35
15	GRIEVANCE.....	36
15.1	DEFINITIONS	36
15.2	PROCEDURAL STEPS	36
15.3	TIME LIMITS	38
15.4	GRIEVANCE RELATED TO PROMOTIONS	38
16	FACULTY RESIGNATION.....	38
17	REDUCTION IN TENURED FACULTY.....	39
17.1	LIST OF DISCIPLINES	40
18	PERSONNEL FILES	40

19 FAMILY AND MEDICAL LEAVE ACT POLICY	40
23 LEGISLATIVE ACTION	53
24 DURATION OF AGREEMENT	53

1 Savings Clause

If any provision of this Agreement or any application of this Agreement shall be found contrary to the law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect. The parties agree to negotiate, if appropriate, a substitute for the invalidated provision.

2 Management Rights

All of the rights, powers, and authority that have not been specifically abridged, terminated or modified by this Agreement, are recognized by the PECCC as being retained by the College. The management rights reserved by this Section are not subject to grievance, unless in the exercise of said rights the College has violated a specific term or provision of this Agreement.

3 Recognition Clause

The College recognizes the PECCC as the lawfully designated exclusive representative of employees of the College for the purposes of collective negotiations in a unit including all full-time teaching faculty whose teaching workload consists of at least 7.5 Credit Hour Equivalents for the Fall semester, as determined on the first day of classes of the Fall semester. PECCC members on sabbatical or paid leave, other than Administrative Leave, as defined in section 8.7 of this Agreement, remain members of the PECCC during their leave. For the purposes of this Agreement, "Faculty" will be defined as members of the PECCC.

3.1 Scope

This Agreement constitutes the entire agreement and understanding between the College and the PECCC. During the life of this Agreement, neither the College nor the PECCC will be obligated to collectively negotiate with respect to any subject or matter referred to or covered in it, or with respect to any subject or matter not specifically covered in it.

This Agreement may be amended or supplemented only by further written agreement by both parties. A party desiring amendment or supplement will notify the other party in writing, stating the substance of the desired amendment or supplement, but the other party will not be obligated to discuss or agree to such proposed amendment or supplement. Any mutually agreed to amendments or supplements will become effective as part of this Agreement upon being reduced to writing and properly executed by the authorized representatives of the parties.

The Faculty/Admin Committee is established to discuss matters of mutual concern, especially those relating to an improved understanding of the collective bargaining agreement. The committee will be comprised of three members of the PECCC, appointed by the President of the PECCC, and three members of the College administration, appointed by the President of the College. The committee shall meet at the mutual request of both Presidents. After deliberations, the committee may propose

to their respective Presidents a written memorandum of understanding, for the purposes of clarifying sections of the collective bargaining agreement.

This Agreement and its component provisions are subordinate to any present or future federal or New York State laws and regulations. If any federal or New York State law or regulation, or the final decision of any federal or New York State court or administrative agency affects any provision of the Agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation, or decision, but otherwise, this Agreement will not be affected.

3.2 Dues

The College will deduct from the pay of each PECCC member from whom it receives written authorization, on a form to be provided by the PECCC, such amount for membership dues as the PECCC specifies in writing to the College. The College will forward such dues to the Treasurer of the PECCC on a monthly basis. Such deductions shall be made from the first two payrolls of each month, which is twenty (20) pay periods for faculty who are paid over 10 months and twenty-four (24) pay periods for faculty who are paid over 12 months.

3.3 Meeting Times

Prior to the start of each semester, the President of the College and the President of the PECCC, or their designees, will agree on and set aside meeting times and locations for PECCC meetings to be held. Such meetings will be held within the work days of the semester, and at such times that governance activities and divisional meetings are not scheduled. Every effort will be made to avoid scheduling events during the College Hour on PECCC meeting dates. The PECCC will provide the College with its schedule of meeting dates prior to the beginning of an Academic Year.

3.4 Use of Facilities

The PECCC will be permitted to conduct business on College premises at any reasonable time, provided such business does not interfere with instruction or other College operations.

The PECCC will be permitted to use College facilities, such as email, interdepartmental mail, telephones, copy machines, and bulletin boards, to conduct business, at reasonable times, provided such use does not interfere with College operations. The PECCC will reimburse the College for any costs incurred for such usage.

3.5 President's Release Time

The President of the PECCC will be granted a three (3) Credit Hour Equivalent Release Time per semester. The PECCC will reimburse the College at the rate of \$750, per Credit Hour Equivalent, at the end of each semester.

3.6 Distribution

The College will provide the PECCC with two (2) executed copies of this Agreement. The College and the PECCC agree to share the costs of duplicating additional copies of this Agreement for

distribution to members of the bargaining unit and the College Administration, no later than thirty (30) calendar days after ratification by both parties.

3.7 Association Business

A total of five (5) days per year shall be granted to the PECCC for the association business it needs to conduct at state and national levels, such as conventions, conferences, task forces, and committee meetings. These days will be approved by the President of the PECCC and the names of faculty using the days and the dates of absence will be forwarded, in writing, to the Chief Academic Officer (CAO) for his/her approval, which will not be unreasonably denied. All time used will be kept track of by the PECCC and the College. Faculty will be allowed to utilize their personal leave for any such time spent at these functions in excess of five (5) days.

The preparation and processing of grievances and other related association business may be conducted during the work day in order to afford all parties in interest reasonable time to attend and be excused from work with no loss in pay, provided there are no interruptions in teaching schedules. The College agrees to cooperate by permitting the voluntary unpaid substitution by colleagues (within limits to be mutually agreed to by the PECCC and the College) to make absences from teaching of PECCC representatives possible for the purposes of conducting association business during the work day.

4 Appointments

4.1 Types of Appointment

4.1.1 Tenure-Track

Faculty appointed on a tenured or tenure-track basis will be identified as Instructors, Assistant Professors, Associate Professors, or Professors.

4.1.2 Non Tenure-Track

Faculty appointed on a full-time basis in positions that are not tenure-track will be identified as Visiting Instructors, Visiting Assistant Professors, Visiting Associate Professors, or Visiting Professors.

4.2 Faculty Responsibilities

Faculty are required to teach a Regular Load as defined in Section 5, Load. Reasonable efforts will be made to ensure faculty are assigned no more than 3 preparations per semester. Faculty will maintain student academic records and will submit census reports, grades, and course syllabi as directed by the College. Faculty are expected to post course syllabi on the learning management system (LMS) utilized by the College. Course Syllabi are expected to be posted on the LMS by the first day of instruction of the associated course.

Faculty are expected to develop curriculum to maintain and improve existing programs. Faculty are expected to contribute to the development of curriculum for new courses and new programs.

Faculty will hold office hours at the convenience of students. Faculty are expected to provide advising opportunities for and regularly communicate with assigned advisees. Faculty will be assigned no more than 30 advisees.

Faculty will participate in college governance and serve on committees, as assigned. Efforts will be made to ensure that faculty have no more than 3 committee assignments, unless by mutual consent.

Faculty will participate in Division and department meetings within the faculty member's assigned discipline during the academic semesters. Exceptions to this may be granted upon approval of the faculty member's Associate Dean of Instruction.

Faculty will provide input to assist in developing the Master Schedule. Faculty will have preference in selecting teaching assignments, including High School College Education Online (CEO) courses, for the Fall and Spring semesters, until the start of classes for each semester.

Other responsibilities are:

- Assist in preparation of division-wide year-end report
- Faculty annual report/annual evaluation
- Program review
- Professional development
- Additional responsibilities, as mutually agreed to by the parties as being just and reasonable, and having an obvious relationship to the faculty position

4.3 Work Year

The work year begins three business days prior to the start of the Fall semester, and concludes one week after Commencement.

- The work year consists of: Fall and Spring academic semesters, each semester comprising not more than 16 weeks of scheduled classes, inclusive of final exams
- A startup day in each of the Fall and the Spring semesters
- Commencement, and one meeting day prior to commencement
- Four additional days comprised of two days to be determined by the Associate Dean of Instruction and two days for advising to be determined by the individual faculty member from a new student and academic progress advising schedule established and provided by the Associate Dean of Instruction.
- Faculty will meet their load requirements during the semester, as scheduled by their Associate Dean of Instruction (ADI).
- Faculty are required to certify their time, on a bi-weekly basis, using the Banner web time entry system.
- Faculty will complete a list of scheduled responsibilities with their ADIs at the start of each academic semester.
- On a given workday, if a faculty member misses a scheduled faculty responsibility, as defined in section 4.2, such as overload, leave time will be assessed as follows:

**Leave Time Charges Proportional to Number of Scheduled Work Hours
(Hours of scheduled duties and hours of absence are rounded to the nearest hour)
Calculated for Hours or Parts of Hours**

		Hours of Scheduled Duties Per Day											
Hours		1	2	3	4	5	6	7	8	9	10	11	12
Absent	1	7.50	3.75	2.48	1.88	1.50	1.28	1.05	0.98	0.83	0.75	0.68	0.60
	2		7.50	5.00	3.75	3.00	2.48	2.18	1.88	1.65	1.50	1.35	1.28
	3			7.50	5.60	4.56	3.75	3.23	2.85	2.48	2.25	2.03	1.88
	4				7.50	6.00	5.00	4.28	3.75	3.30	3.00	2.70	2.48
	5					7.50	6.23	5.33	4.73	4.13	3.75	3.38	3.15
	6						7.50	6.45	5.63	5.03	4.50	4.13	3.75
	7							7.50	6.60	5.85	5.25	4.80	4.35
	8								7.50	6.68	6.00	5.48	5.03
	9									7.50	6.75	6.15	5.63
	10										7.50	6.83	6.23
	11											7.50	6.90
	12												7.50

- a) In the event of a scheduled responsibility that is partially missed, paid leave will be charged in 15-minute increments for time actually missed, up to 45 minutes
- b) If more than 45 minutes of a scheduled responsibility is missed, the responsibility will be considered to have been totally missed and paid leave will be charged according to the chart above.
- c) In extenuating circumstances, an appeal may be made to the Chief Academic Officer who may reduce or waive the leave time assessed.

4.3.1 Non Tenure-Track

Non tenure-track positions are temporary appointments and have fixed beginning and ending dates.

4.4 Work Day

Faculty may be assigned classes, within Regular Load, daily between eight (8) a.m. and four-thirty (4:30) p.m. Faculty may be assigned classes that begin before 8 a.m. or that end after 4:30 p.m., if such classes overlap these hours. Faculty may also be assigned classes outside of these timeframes if required to teach a Regular Load, as defined in Section 5, Load.

Faculty teaching schedules shall not exceed an eight and a half (8.5) clock-hour span during any one workday without the faculty's consent, unless as required to teach Regular Load, as defined in Section 5, Load.

4.5 Work Week

The work week will be Monday through Friday, unless as required to meet Regular Load, as defined in Section 5, Load.

4.6 Primary Employment

Employment at the College shall be considered the primary employment of all faculty who shall limit outside activities so as not to impair his/her effectiveness.

5 Load

5.1 Regular Load

During the academic year, faculty are required to teach a Regular Load of thirty (30) Credit Hour Equivalents, exclusive of Overload. Credit Hour Equivalents will be computed as follows:

$$\text{Lecture Credit Hours} \times \text{Course Section Factor} + (\text{Lab Contact Hours} / 1.1) \times \text{Course Section Factor} = \text{Credit Hour Equivalents}$$

The Course Section Factor will be determined based on the number of students registered in a given section at the census point of the Fall and Spring semesters, in accord with the following:

# of Students per Course Section	Course Section Factor
1	.25
2-3	.50
4-5	.75
6-35	1.00
36-44	1.50
45-52	1.75
53-61	2.00
62-70	2.25
71-79	2.50
80-88	2.75
89-97	3.00
98-105	3.25
106-114	3.50
115-123	3.75
124-132	4.00
133-140	4.25
141-149	4.50
150-158	4.75
> 158	5.00

A Course Section Factor of less than 1.00 may be increased to a factor of up to 1.00 upon the prior written approval of the chief academic officer.

Reasonable efforts will be made to assign faculty 15 Credit Hour Equivalents in the Fall and in the Spring. Faculty who do not meet the Regular Load requirement may be assigned administrative duties and/or non-credit course offerings at the discretion of the College.

5.1.1 Team Teaching

Credit Hour Equivalents for team taught course sections will be prorated for each faculty member, in accord with the percentage taught by such faculty member, as determined by the Associate Dean of Instruction responsible for the course. Credit Hour Equivalents may be increased by a factor of 1.5 upon the prior written approval of the Chief Academic Officer.

5.2 Release Time

Release Time is for non-unit, administrative duties and will be offered at the discretion of the College. Faculty are not required to accept such duties, unless as required to meet Regular Load as stated in Subsection 5.1 Regular Load of this section. The College will determine job descriptions and appropriate release Credit Hour Equivalent compensation for these administrative functions and will make such available in the Human Resources Office and with the ADI's.

Release Time assignments apply toward the Regular Load requirement defined in Subsection 5.1 Regular Load of this section, by the Release Time Credit Hour Equivalent.

5.2.1 New Faculty

New faculty who have less than 15 credit hour equivalents of previous teaching assignments for the College and/or less than two years of full-time teaching experience in higher education will be given 3 credit equivalents of release time in their first semester of employment, to allow for participation in mandated orientation sessions and to prepare for classes. New faculty who receive this release time are not eligible for overload during their first semester. Exceptions require mutual agreement of the faculty and Associate Dean of Instruction, followed by approval of the PECCC President and the Chief Academic Officer. All new faculty are not required to serve on committees and will not be assigned advisees during their first year of full-time employment.

5.2.2 ACE Liaisons

Accelerated College Education (ACE) Liaisons perform duties that are recognized as non-unit work. Faculty who accept positions as ACE Liaisons will receive .4 Credit Hour Equivalents of Release Time for each ACE class they supervise, up to a maximum of six (6) Credit Hour Equivalents of Release Time in any single semester. If a class covers two semesters, then the ACE Liaison will receive .4 Credit Hour Equivalents of Release Time per semester for that course. If the same class is being offered in multiple sections at the same school, by the same teacher, during the same semester, the ACE Liaison will receive .4 Credit Hour Equivalents of Release Time for covering all sections of the class.

5.3 Reduced Load

Upon consent of the Regional Board of Trustees, faculty may be approved to reduce their teaching load prior to retirement. Faculty who are age 55 or older and have completed fifteen (15) or more years of full-time service and have set their retirement date within two years of the scheduled reduction in teaching load, are eligible to apply for such reduction in teaching load and retirement. Reduction in teaching load will affect a proportionate reduction in salary, made in accordance with the salary being received at the time the request is made and will be in accordance with the following scale:

Credit Hours/Semester	Salary
12	80%
9	60%

Requests for a reduction in teaching load and retirement must be made at least two months prior to the semester that the reduced load is planned. Once the reduction in teaching load and retirement has been approved, it is irrevocable. Retirement must take place within two years of the scheduled reduction in teaching load.

Prior to retirement, faculty approved for a reduction in teaching load may participate in medical insurance coverage, with the College paying that portion of the premium as outlined in Section 7 Employee Benefits, Subsection 7.5 Health Insurance, as well as group life insurance and long term disability coverage. Faculty approved for a reduction in teaching load will not be eligible for Release Time or Overload, but will be eligible for future salary increases, as negotiated.

5.4 Overload

Teaching load beyond 15 Credit Hour Equivalents in the Fall and/or in the Spring will be designated as Overload, unless required to meet the Regular Load of 30 Credit Hour Equivalents for the academic year. Faculty are permitted to teach up to six (6) Credit Hour Equivalents per semester in excess of their full-time assigned load. Overloads in excess of six (6) Credit Hour Equivalents require the prior approval of the Chief Academic Officer.

Overload will be based on enrollment at the end of the third week of classes, subject to adjustments made in the fourth week of classes. Faculty will be compensated at the applicable Overload Rate times the number of Credit Hour Equivalents of Overload taught, with payment spread throughout the balance of the semester, starting with the first day of the pay period following the fourth week of classes. Overload payment for late starting classes will begin as of the first day of the pay period following the class start date with payment spread throughout the balance of the semester.

If a faculty member receiving a Fall Overload payment carries, except by special arrangement, a Spring load so light that his/her annual load falls below 30 Credit Hour Equivalents, excluding his/her Fall Overload, then payroll adjustments will be made during the Spring semester to insure that, for the year as a whole, Overload payment is made only for total Credit Hour Equivalents in excess of the Regular Load requirement.

Effective with the Fall 2025 semester, full time faculty overload rates per Credit Hour Equivalent will be as follows:

Overload Rates			
Rank	2025-2026	2026-2027	2027-2028
Instructor	\$ 920	\$ 950	\$ 980
Assistant Professor	\$ 940	\$ 970	\$ 1,000
Associate Professor	\$ 940	\$ 970	\$ 1,000
Professor	\$ 950	\$ 980	\$ 1,010

5.4.1 Curriculum Development

Upon advance approval of the CAO, faculty will receive Credit Hour Equivalents at the Overload rate for new courses developed for new programs and for the conversion or creation of online courses. Payment for these courses will be made following the CAO's approval of the course for placement on the Master Schedule.

5.4.2 Substitutes

Faculty will receive pro-rata Credit Hour Equivalents, at the Overload rate, for substituting in courses assigned to other faculty. Substitute payments will be made in the first pay period following the week of final exams.

5.5 Other Compensation

Nothing in this Agreement is intended to limit the ability of the faculty to perform other duties, which are not itemized in this Agreement, and for which the College reserves the right to pay additional compensation. Faculty need prior written approval from the Chief Academic Officer to perform other duties for the college to be eligible for additional pay.

5.5.1 Credit for Prior Learning

- Challenge Exams
 - If both written & lab tests are given; faculty member would be paid per test.
 - Faculty will receive 50% of student fee paid, no less than \$40.00
- Portfolio Assessment
 - Faculty will receive 50% of student fee paid, no less than \$40.00

5.5.2 Summer/Winter Courses

Summer and winter courses are recognized as being non-unit work. Faculty who wish to teach summer courses will have preference in selecting such teaching assignments, until the start of summer courses. Faculty will be compensated for summer and winter courses at their individual overload rate of pay, as it exists at the time the summer or winter courses are offered, times the number of Credit Hour Equivalents taught.

5.6 Miscellaneous

5.6.1 Course Section Caps

Course section caps will be set such that they are pedagogically sound and promote student success.

5.6.2 Limit on teaching by non-PECCC personnel

A part-time employee may teach no more than 12 Credit Hour Equivalents per semester. A full-time, non-faculty College employee may teach no more than 6 Credit Hour Equivalents per semester, above and beyond any assigned teaching load required as part of their regular job duties.

5.6.3 Online Teaching Preparation

Faculty who plan to teach online or hybrid classes, for the first time, must demonstrate competency to teach online, either through CCC training or competency evaluation, conducted by a team of peer evaluator, subject matter expert and online teaching mentor. Faculty who plan to teach new courses or newly adapted online courses will be required to work with an online instructional mentor for development. The College will use the SUNY recommended rubric for online learning to evaluate the online course design.

6 Salary

6.1 Minimum Salary

Effective with the start of each academic year, on the first day of the work year and for the length of this contract, the following minimum and maximum salaries will apply. A faculty member's base salary will be set no lower than the minimum salary for their rank.

(In the event a contract is not in place, minimum salaries will increase by 1% each year)

Rank		2%	1%	1%
		2025-2026	2026-2027	2027-2028
Instructor/Visiting (23% spread)	Min	49,407	49,901	50,400
	Max	60,770	61,377	61,991
Assistant/Visiting (45% spread)	Min	53,980	54,520	55,065
	Max	78,273	79,055	79,846
Associate/Visiting (45% spread)	Min	59,471	60,066	60,666
	Max	86,233	87,095	87,966
Professor/Visiting (50% spread)	Min	69,535	70,231	70,933
	Max	104,558	105,604	106,660

6.2 Salary Increases

Effective with the start of each academic year, faculty will receive the following salary increases applied to their previous year's base salary:

\$1,000 + 2% for the 2025-2026 academic year, effective on the first day of the work year

\$1,000 + 2% for the 2026-2027 academic year, effective on the first day of the work year

\$1,000 + 2% for the 2027-2028 academic year, effective on the first day of the work year

For faculty members who are at the maximum salary for their rank, increases will be calculated on the maximum for that rank and paid in that year as a lump sum. The increase will not be added to their base salary.

6.2.1 Credential Bonus

Faculty who complete doctorate degrees on or after July 1, 2011 will receive an increase to their base salary in the amount of \$2,000 upon receipt of an official transcript confirming that the degree has been awarded. This salary increase will be effective as of the beginning of the next pay period following receipt of the official transcript.

6.3 Pay Procedure

Faculty will be paid bi-weekly on Fridays for the number of days worked in each pay period. The President of the College will develop time reporting and payroll processing procedures for faculty.

Any annual salary increases granted by this Agreement will be applicable to faculty who have been employed by the College during the entire previous academic year. For faculty with less than a year's service, these increases will be pro-rated according to the number of months of employment: i.e., a ten-month faculty on the payroll for six months the preceding year will receive 6/10 of the annual increase.

Faculty have the option of receiving their annual salary over 10 or 12 months. Forms to make this election are available in the Human Resources Office and must be submitted prior to the start of an academic year. Once an election is made, faculty may not change this option for one academic year.

Those who elect the 10-month option will have their salary distributed between start-up day in the fall and ending 10 months later. Those who elect the 12-month option will have their salary distributed between start-up day in the fall and ending 12 months later.

6.4 Signing Bonus

A signing bonus may be offered to any new hire for high-demand fields. The signing bonus is a stipend and not added to base salary.

7 Employee Benefits

Faculty will be eligible to receive employee benefits offered by the College. Application of discretionary and statutory benefits will be in accordance with this Agreement and federal and state law. New faculty will receive an explanation of their benefits at the time of hiring and all faculty will receive an annual benefits statement. Further details about any of these benefits are available from the Human Resources Office. All employee benefits are subject to the terms of the official plan documents or insurance policies.

7.1 Retirement Plans

SUNY Corning Community College participates in the New York State Employees' Retirement System (ERS), the New York State Teachers' Retirement System (TRS), and the Optional Retirement Program (ORP). The investment management companies approved under ORP are listed on the SUNY Benefits website.

SUNY requires all full-time faculty to participate in one of these three retirement plans. Faculty members must make an election of a retirement plan within 30 days of the effective date of appointment. Failure to make a timely election will require the faculty member to join TRS. Once participation in one of these plans begins, the faculty member may not change to a different plan.

7.2 Supplemental Retirement Programs

Faculty members may elect to participate in SUNY's Tax Deferred Plan and/or the New York State Deferred Compensation Plan. Under the Tax Deferred Plan, participants may choose from a variety of SUNY-approved investment management companies to which their pre-tax contributions may be made. A variety of investment options is also available under the New York State Deferred Compensation Plan.

7.3 Retirement Incentive

If, during the term of this Agreement, the Regional Board of Trustees of SUNY Corning Community College offers a retirement incentive program to other College employees, such retirement incentive program will also be made available, on the same basis, to members of the PECCC bargaining unit.

7.4 Other Retirement Benefits

With the approval of the Regional Board of Trustees, faculty who retire at age fifty five (55) or older and have completed a minimum of 15 years of continuous full-time service with the College (including time spent on sabbatical leave) will be eligible for the following benefits.

- Health Insurance - Retirees and their eligible dependents will be eligible for individual or family coverage between the ages of 55 and 65 with the College paying that portion of the premium, as outlined in Subsection 7.5 Health Insurance. Once retirees or their eligible dependents become eligible for Medicare they will no longer be able to continue in the College supported employee health insurance program. At age 65, they will be eligible to participate in the College-sponsored

senior care program by paying 100 percent of the full premium. The College will bill retirees for the senior care program premiums on a monthly basis.

Upon the death of the eligible retiree, the surviving spouse and/or other dependents may continue coverage with the College paying that portion of the premium as outlined in Subsection 7.5 Health Insurance until the surviving spouse attains age 65. Once the surviving spouse attains age 65, he/she will be eligible to participate in the College-sponsored senior care program by paying 100 percent of the full premium. Any other dependents that do not exceed the maximum age of eligibility at the time that the surviving spouse attains age 65 may continue coverage under the provisions of COBRA.

- Tuition benefits, as described in Sections 7.11 and 7.12
- Use of the College library.
- Use of the faculty/staff dining room.
- Retention on the College mailing list.
- Attendance at College social functions.
- Use of the College fitness facilities

Faculty members desiring to receive payout of \$150 for each day of accrued sick leave up to a maximum of 100 days, must notify the College with their intent to retire by the date indicated in the chart below:

Notice of Retirement for Accrued Sick Leave Payout	
For Retirement Date of:	Mandatory Retirement Notice
December 2026	Before December 31, 2025
May 2027	Before March 31, 2026
December 2027	Before December 31, 2026
May 2028	Before March 31, 2027
December 2028	Before December 31, 2027
May 2029	Before March 31, 2028

7.5 Health Insurance

Faculty may choose to participate in a College-sponsored health insurance plan. The College will pay 80% of the total premium rate, with faculty paying the remaining 20%. New premium rates are established each fiscal year. Coverage begins on the participant's hire date and is discontinued based on the date of the faculty's termination. Consolidated Omnibus Budget Reconciliation Act (COBRA) regulations will apply for continuation of health insurance coverage upon termination of employment and Health Insurance Portability and Accessibility Act (HIPAA) regulations will apply to all who are hired or terminate their employment at the College.

The College will maintain health insurance with benefit levels substantially equivalent to those now in effect for the duration of this Agreement. In the event that the College decides to change insurance carriers or become self-insured, the PECCC will be notified at least thirty (30) days in advance and be provided with an opportunity to formally comment on the proposed change.

7.5.1 Continuation of Health Insurance for Dependents of Deceased Employees

In the case of death of a faculty member, the College will extend the health insurance benefits to the faculty member's covered dependents for up to one year from the date of death with the College paying that portion of the premium as outlined in Subsection 7.5 Health Insurance. Coverage will end sooner than one year for dependents who exceed the age of eligibility or are eligible for other insurance coverage, including Medicaid or Medicare. The College will bill the covered dependents monthly for their portion of the premium.

7.5.2 Continuation of Health Insurance During Disability

Faculty who are absent from work due to medical reasons will continue to be covered under the College's health insurance plan for as long as they remain on the payroll. Once paid leave is exhausted, faculty may continue coverage by paying the full premium cost to the College. COBRA and FMLA regulations will apply.

If the faculty member is approved to receive long-term disability benefits under the College-sponsored plan and there has been no break in coverage since the faculty member's paid leave was exhausted, the College will resume paying that portion of the premium for individual or family coverage as outlined in Subsection 7.5 Health Insurance until such time as the faculty member becomes eligible for Medicare coverage. Once the disabled faculty member becomes eligible for Medicare coverage, he/she will no longer be able to continue in the College supported health insurance program. The disabled faculty member will be eligible to participate in the College-sponsored senior care program by paying 100 percent of the actual cost. The disabled faculty member's eligible dependents will be able to continue coverage under the provisions of COBRA by paying the full cost of coverage. The College will bill participants for the senior care program/COBRA premiums on a monthly basis.

Termination of Spouse's Coverage

It is the employee's responsibility to notify Human Resources of the termination of the marriage as soon as possible so that any necessary changes in the employee's health insurance coverage can be made. The former spouse's (and covered children's, if any) 60-day eligibility period for applying for COBRA continuation coverage starts on the date the marriage terminates, not the notification date.

7.5.3 Health Insurance Benefits for Domestic Partners

Effective with ratification of this contract, same or opposite sex domestic partners may be covered as long as the following criteria has been met:

- The domestic partner is 18 years of age or older, unmarried, and unrelated to the employee by marriage or blood in a way that would bar marriage under the laws of New York State; AND
- The employee has lived with the domestic partner in a long-term, committed relationship of mutual support and each have been the other's sole domestic partner for a period of at least one year; AND
- The employee has assumed long-term financial responsibility for the domestic partner or the employee and the domestic partner have mutual financial responsibility.

A completed affidavit of domestic partnership, one proof of cohabitation duration, and two proofs of financial interdependence in a form acceptable to the insurance carrier must be submitted to Human Resources, along with the appropriate medical plan enrollment change form. Once the domestic partner's eligibility for coverage has been satisfactorily established, the effective date of coverage will be:

- The date that the required eligibility affidavit form was signed, as long as Human Resources received this form within 30 days of the signature date; OR
- The January 1 following the date that the required eligibility affidavit form was signed, if Human Resources received this form more than 30 days after the signature date.

Coverage of Domestic Partner's Children

Once the domestic partner's eligibility for coverage has been established, the employee may also cover the domestic partner's children as long as the following criteria is met:

- The children permanently reside in the employee's household; AND
- The children meet all other requirements for dependent coverage of the selected medical plan.

Taxation of Domestic Partner Medical Coverage Benefits

- If a domestic partner (and the domestic partner's children, if applicable) is not an eligible dependent within the meaning of Section 152 of the Internal Revenue Code, the value of the partner's coverage (and coverage for the domestic partner's children, if applicable) is treated as income for federal tax purposes. This value is defined as the difference between the College's cost of providing family coverage less the College's cost of providing individual coverage and will be added to the employee's biweekly salary as "imputed income." If an employee covers other dependents who are within the meaning of Section 152 in addition to a domestic partner, then the biweekly imputed income amount will be pro-rated to exclude the value of the coverage for such eligible dependents.
- If a domestic partner qualifies as a dependent within the meaning of Section 152 of the Internal Revenue Code, there is no imputed income to the employee. A Dependent Tax Affidavit Form must be completed and submitted with the other required enrollment forms.
- If the employee's share of the premium is paid on a pre-tax basis through the College's Flexible Spending Plan and the domestic partner is not an eligible dependent under Section 152, the portion of the premium that is attributable to the domestic partner's coverage (and the domestic partner's children, if applicable) must be deducted on a post-tax basis. The portion of the employee's share of the cost of family coverage for other dependents who are within the meaning of Section 152 can be paid on a pre-tax basis.

Termination of Domestic Partner's Coverage

It is the employee's responsibility to notify Human Resources of the termination of the domestic partnership as soon as possible so that any necessary changes in the employee's health insurance coverage can be made. The former domestic partner's (and the partner's covered children's, if any) 60-day eligibility period for applying for COBRA continuation coverage starts on the date the partnership terminates, not the notification date.

7.6 Vision and Dental Plan

A vision and dental plan is available to faculty. Faculty may enroll during the annual open enrollment period and must continue their participation for at least one year. Faculty members electing to enroll in this plan pay the full cost of coverage.

7.7 Flexible Spending Plan

Faculty may elect to participate in the College's cafeteria plan. The benefits offered under the plan include:

- Ability to pay employee share of the cost of medical, dental, and/or vision coverage on a pre-tax basis
- Ability to make pre-tax contributions to flexible spending accounts for annual reimbursement of up to the IRS maximum allowable of medical expenses and up to the IRS maximum allowable of dependent day care costs.

New faculty may participate upon employment. Current employees may elect participation during the annual open enrollment period for the beginning of the following calendar year or when a qualifying life event occurs. Under current IRS regulations, unused flexible spending account funds are subject to rollover or forfeiture at the end of each plan year.

7.8 Long Term Disability Insurance

Faculty with one or more years of College service are provided with long-term disability insurance. After satisfaction of a three-month elimination period, a faculty member who is approved by the insurance carrier will receive a monthly income benefit equal to 60% of pre-disability salary (less any disability benefits payable from other sources, including Social Security), as well as a monthly retirement annuity premium benefit. The College pays the full cost of this coverage.

7.9 Life Insurance

Faculty receive \$20,000 of term life insurance and an equal amount of accidental death and dismemberment insurance. The College pays the full cost of this coverage.

Supplemental life insurance coverage equal to either 1.5 or 2 times the annual rate of pay and dependent life insurance coverage is also available. The faculty pays the full cost of the supplemental coverage.

7.10 Travel and Accident Insurance

Faculty members traveling on official College business are covered under this plan, which provides benefits for loss of life or dismemberment. The College currently pays the full cost of this coverage.

7.11 Faculty Tuition Benefit

Faculty may receive tuition benefits for up to two courses or 8 credit hours per semester at CCC, with the approval of the supervisor or appropriate Chief Academic Officer and ADI. Benefits for a maximum of 4 courses or 16 credit hours per year are available.

All tuition benefits are subject to the following:

- Enrollment in CCC tuition assisted course work will not conflict or interfere with the regularly assigned work schedule or job performance of the faculty, as outlined in this Agreement.
- Any additional fees beyond tuition, i.e. lab fees, are not included in this benefit and are the employee's responsibility.

Tuition benefits for CCC non-credit Continuing Education courses are available if it can be demonstrated that the course will enhance the faculty member's on the job performance and that the course work will not conflict with the regularly assigned work schedule or regular student enrollment.

Limited resources may be available for tuition waivers for continued study at other SUNY campuses. Details are available in the Human Resources Office.

7.12 Dependent Tuition Benefit

Eligible dependents of the following individuals may be approved to receive tuition assistance benefits:

- Actively employed faculty members
- Faculty who retire at age 55 or older with 15 or more years of continuous full-time service
- Deceased faculty who were age 55 or older with 15 or more years of full-time service as of the date of death

Eligible dependents include the employee's spouse, documented domestic partner, and children under age 25 (biological, legally adopted, as well as stepchildren and those of documented domestic partners) who are dependent upon the employee for support, and have their principal residence with the employee. The dependent must meet all College admissions and academic requirements. Faculty whose dependents are receiving this benefit are responsible for reporting any changes in dependent status.

Applications for the tuition benefit are available in the Human Resources Office. The College will provide for partial or full payment of tuition for eligible dependents that enroll at the College in credit-bearing classes or programs, subject to the following limitations:

- Any scholarships or aid received will be used to offset the tuition benefit awarded in accordance with current financial aid guidelines.
- The employee or dependent is responsible for all books and fees, other than tuition (i.e., application fees, placement deposits, registration fees, lab fees, activity fees, etc.).

- Tuition benefits cannot be approved retroactively for courses taken in previous semesters for which no application for the benefit had been made.

7.13 Employee Assistance Program (EAP)

This benefit provides faculty and their dependents with counseling for a variety of personal problems and is strictly confidential. SUNY Corning Community College retains an outside firm as its primary supplier of counseling services. The EAP will provide initial assessments and counseling for short-term care without cost to the employee. Problems that involve long-term treatment will be referred to outside counselors. Faculty who use outside counselors have a \$500 lifetime account to assist with these expenses. To access these funds, employees must contact the Human Resources Office. College-sponsored health insurance also provides partial coverage for counseling expenses.

7.14 Special Recognition

Fifteen-Year Award – Faculty with fifteen years of service receive an award equivalent to \$450.00 to recognize their dedication to the College.

Thirty-Year Award - Faculty with thirty years of service receive an award equivalent to \$325.00 to recognize their dedication to the College.

Regional Board of Trustees Award for Excellence in Teaching – Faculty members with five or more years of full-time teaching experience are eligible for an award equivalent to \$1,000.

Chancellor’s Award – Faculty are eligible to receive the SUNY Chancellor’s Award for Excellence.

8 Leaves of Absence

8.1 Personal Leave

Faculty will be granted three (3) personal leave days at the beginning of each fiscal year.

New faculty hired on a full-time basis between Fall start-up day and November 1 will be assigned three (3) personal leave days in the fiscal year in which they are employed, depending on their term of appointment. New employees who are hired after November 1 will receive personal leave time on a prorated basis at the rate of 1/3 day for each calendar month of full-time service.

Personal leave can only be used for personal business. The employee will notify his/her immediate supervisor as far in advance as possible of a request to use personal leave time. Personal leave is charged according to the provisions of section 4.3 of this Agreement. Unused personal leave will be converted to sick leave at the end of each fiscal year and is not paid at termination of employment.

8.2 Sick Leave

Faculty appointed for at least one semester (or five months) will accrue sick leave at the rate of one (1) day per month of full-time service up to a maximum of one hundred and sixty (160) days. For purposes of accrual and usage, a day is defined as 7.5 hours. No sick leave will be earned for any month where the employee works less than the major portion (51%) of the month, unless such absence is paid leave. No sick leave is paid at termination or earned while on leave of absence without pay or sabbatical leave. Faculty may access an accounting of their accrued sick leave through Banner self-service function on MyCorning.

8.2.1 Use of Sick Leave

Sick leave may be used for personal and family illness and is charged according to the provisions of section 4.3 of this Agreement. The affected faculty member will notify the Associate Dean of Instruction by the start of the workday on the first day of absence of the nature of the illness and the probable duration of absence. The College reserves the right to require a medical certificate from the employee's personal or family physician.

Accrued sick leave may be used as family illness leave and is limited to the employee's number of days of annual sick leave accrual and may be used for immediate family members. The immediate family includes spouse, domestic partner (as verified under Health Insurance for Domestic Partners, Section 7.5.3), parents, children, siblings, grandparents, grandchildren, parents of spouse and any relative residing in the household. The affected faculty member must request approval from his/her Associate Dean of Instruction and supply medical documentation. The affected faculty member may be eligible for coverage under the FMLA and should contact the Human Resources Office for information. Following Family Medical Leave (FML) regulations on forms and required documentation, accrued sick leave may be used up to 6 weeks (which may be limited by the employee's leave accruals) in FML qualified situations related to a birth of a child or placement of a child for adoption or foster care.

8.2.2 Extended Illness

Faculty who are absent from work due to an illness or injury for an extended period of time will be allowed to use paid leave time in the following manner:

- All accrued sick leave; and
- All personal leave.

When all paid leave time has been exhausted, the faculty member may be placed on an unpaid leave of absence. Faculty who have been placed on a leave of absence without pay will not be eligible to accrue College benefits while on such leave, but will be allowed to make personal arrangements with the Human Resources Office to continue payment of health insurance premiums at the College's group rate and under conditions defined by the Family and Medical Leave Act, if applicable.

8.2.3 Voluntary Donation of Sick Leave

In order to receive a sick leave donation from another faculty member or College employee(s) all of the following criteria must be met. The recipient must:

- Be a current faculty member of SUNY Corning Community College.
- Have used all of their accumulated sick leave and personal time.
- Be unable to work due to a continuing disability resulting from personal illness or injury and provide medical documentation of such disability.
- Have not received any other form of compensation such as Social Security disability benefits, long-term disability benefits, Worker's Compensation, or compensation from a state retirement plan.

The donated sick leave, as administered by the Human Resources Office, will be distributed to the recipient, on a daily basis, as needed and up to a maximum of sixty (60) work days or three (3) work months. Transfer of donated sick leave to a faculty member may not be denied if all eligibility criteria are met and there are enough donated days to cover the periods. For faculty receiving donated sick leave days, a day is defined as seven and one-half (7.5) hours.

During an employee's time of need, a general plea will go out to the College community inviting faculty members and other College employees to donate up to a maximum of three (3) days from their accrued sick leave balances. In order to donate sick leave to another faculty member or other College employee, faculty must have a current minimum balance of twelve (12) sick leave days. The maximum amount of sick leave that any faculty can donate during any fiscal year is ten (10) days. The recipient of the donated time will be notified of the donation unless the donor wishes to remain anonymous.

The donating employee must complete a form stating the name of the recipient and the amount of leave to be donated, up to the maximum three days. This form must be signed and forwarded to the Human Resources Office. Once the donation is approved, a copy of the form will be placed in the donor's personnel file and the original will be forwarded to the Payroll Office so that the donating employee's sick leave balance can be adjusted accordingly.

Payment of the donated leave will be based upon the recipient's current rate of pay. However, this rate may be changed due to any pay increases that occur during the periods of donated leave.

Only sick leave necessary to cover the faculty member's absence will be used up to the maximum amount allowed. Any unused sick leave will be returned to the donors on a pro-rated basis.

The decision to donate sick leave to another employee should be a choice made freely by each employee. No one should feel unduly influenced by another person to donate time.

8.3 Absence for Work-Related Injury or Illness

Paid leave time may be used by a faculty member who is absent from work due to a work-related illness or injury. An employee who uses any accrued leave time during such absence may elect to endorse any payments received from Worker's Compensation over to the College. These payments

will be credited to the employee's accrued leave at a rate not to exceed the reimbursement. An employee who is absent from work due to a work-related illness or injury will be deemed to have continuous service during such leave.

8.4 Bereavement Leave and Other Unusual Conditions

Faculty may be granted leaves of absence with pay totaling four (4) days in any fiscal year for death or serious, i.e., life threatening, illness in the faculty member's immediate family. The immediate family includes spouse, domestic partner (as verified under Health Insurance for Domestic Partners, Section 7.5.3), parents, children, siblings, grandparents, grandchildren, parents of spouse and any relative residing in the household. In the event of more than one instance of bereavement in a fiscal year, the faculty member may request additional time from the President of the College through the Associate Dean of Instruction and the Chief Academic Officer. Unused bereavement leave is not carried over into the next fiscal year or paid at termination.

8.5 Leave for Jury Duty or Court Attendance

Faculty will be granted leave with pay to perform jury duty or to attend court for other than personal matters. In the case of paid jury services, leave with pay will be granted, provided the employee endorses any jury duty payment received over to the College. An employee eligible for such leave will provide his/her Associate Dean of Instruction with a copy of the summons for jury duty, who will notify the Payroll Office.

8.6 Leave of Absence Without Pay

A leave of absence without pay may be granted up to a maximum period of one (1) year and may be extended only in exceptional circumstances. All requests for leave of absence without pay must be submitted to the faculty's Associate Dean of Instruction at least ninety (90) days prior to the effective date of the request, except in emergency circumstances.

Such written requests must include the Associate Dean of Instruction's recommendation and be submitted to the Chief Academic Officer for approval, and then forwarded to the President of the College. If the request is approved, the President will make a recommendation to the Regional Board of Trustees, which determines all leaves of absence without pay for faculty.

A leave of absence without pay in excess of one (1) semester for faculty will not be credited to a faculty's eligibility for promotion, tenure, salary increment, early retirement, or seniority. Faculty on a leave of absence without pay for longer than thirty (30) days will not be eligible to accrue any discretionary benefits offered by the College, except under the provisions of the FMLA, as outlined in Appendix 21.1. Faculty on a leave of absence without pay may continue to participate in the health insurance plans by making advance payments of the required premium to the Payroll Office. The faculty member is responsible for paying the full insurance premium while on any leave of absence which is not covered by the FMLA.

All faculty on a leave of absence without pay must notify the College, in writing, of their intention to return to the College at least thirty (30) days prior to the expiration of such leave. Faculty may not

return before the leave of absence expires unless they receive prior approval from the President of the College.

8.7 Administrative Leave

Faculty who accept full-time administrative assignments may return to the bargaining unit if a position vacancy exists and will, on return to the bargaining unit, have all bargaining unit rights and benefits restored as if he/she had not left the unit, except for seniority, if tenured, and/or sabbatical leave eligibility, which shall be the same as when he/she left. Such position vacancy will not be created by terminating a tenured or tenure-track faculty member.

Faculty on full-time administrative leave, prior to the ratification date of this Agreement, retain seniority, if tenured, and/or sabbatical leave eligibility, as accrued prior to the ratification date.

Faculty who accept part-time administrative assignments that remove them from the bargaining unit will retain their faculty position during such assignments. Upon return to the bargaining unit, such faculty will have all bargaining unit rights and benefits restored as if he/she had not left the unit, including seniority, if tenured.

8.8 Military Leave

Faculty will be paid their regular rate of pay for any periods of absence during which they are engaged in the performance of ordered military duty, not to exceed the greater of twenty-two (22) working days or thirty (30) calendar days. Faculty are required to submit a copy of their military orders to the Human Resources Office. All other benefits required under applicable New York State or federal law, such as re-employment rights and continuation of medical and pension benefits will also be provided by the College to faculty on military leaves of absence.

9 Sabbatical Leave

The objective of such leave is to increase a faculty's value to the College and thereby improve and enrich its programs. Such leave will not be regarded as a reward for service or as a vacation or rest period occurring automatically at stated intervals. Furthermore, sabbatical leaves will be granted for formal education, research, writing or other experiences of professional value, which may include travel. Sabbatical leave will be granted only by the Regional Board of Trustees based upon the recommendation of the President of the College.

Full-year sabbaticals are paid at 60% of the faculty's base salary; one (1) -term sabbaticals are paid at 100% of the faculty's base salary.

Formatting of documentation for Sabbatical Leaves are located in Appendix 21.5 and shall be applied for the duration of this Agreement.

9.1 Eligibility Requirements

A faculty member is eligible to apply for sabbatical leave if he/she has completed six (6) years of continuous, full-time service to the College. The Chief Academic Officer will notify all eligible faculty members no later than May 15th of each year. Applications for sabbatical leave will be considered for the academic year following satisfaction of the service requirement.

Leaves of absence (whether taken at the request of the faculty or impressed upon the faculty, such as leaves for sickness, FMLA, court processes) will not constitute a break in continuous service which would require a new six (6) year service requirement.

Any approved leave of absence of less than one (1) semester's duration will count as service toward meeting the six (6) year service requirement. Any leave of absence for more than one (1) semester will not be counted as service toward meeting the six (6) year eligibility requirement.

Once eligibility to apply for sabbatical leave is established, it will continue in effect until such time as sabbatical leave is taken.

9.2 Re-entry Obligations

Any faculty who accepts a sabbatical leave is obligated to return to full-time employment at the College for two academic semesters (excluding summer) immediately following the sabbatical leave. Failure to do so will oblige the faculty to repay the total compensation paid to or on behalf of him/her during the sabbatical leave within a one year period in accordance with a previously agreed upon repayment schedule, except in the case of permanent disability or death.

The College is obligated to restore the faculty member to the same or equivalent position for the academic year immediately following the academic year in which the sabbatical leave is taken and to restore all benefits offered prior to the taking of the sabbatical leave. However, in the event that a reduction in force becomes necessary prior to the return from sabbatical leave, the faculty member's right to be restored to the same/equivalent position upon return from sabbatical leave will be determined under the provisions of Section 17 Reduction in Tenured Faculty, of this Agreement. In the event that a returning faculty member cannot be restored to the same/equivalent position under the provisions of such section of this Agreement, he/she will not be required to repay all monies expended on his/her behalf during the sabbatical leave.

9.3 Sabbatical Application Procedures

Sabbatical leave applications must be presented to the ADI by October 15th of the year preceding the proposed leave year.

The Associate Dean of Instruction will evaluate sabbatical leave proposals on the basis of educational merit and benefit to the College and will make recommendations to the VP and Dean of Academic Affairs by November 15th. The President of the College will review the recommendations made by the Chief Academic Officer, further evaluate the proposals, and present final recommendations to the

Regional Board of Trustees for approval. The applicant will be notified of the Board's decision by the first business day following the first Board meeting of the new calendar year.

It is understood that sabbatical leaves will be granted only for the purpose specified in the initial request. A change of plans by the applicant prior to the start of the leave will necessitate a reconsideration of the situation by the College.

9.4 Sabbatical Criteria

Applicants must show how their sabbatical leave proposal will directly benefit the College. The minimum criteria by which the merits of each application will be evaluated are listed below. It is recognized that a single application may not fulfill all of the following criteria; however, each application will be evaluated on the basis of the degree to which the following multiple criteria are met:

- Preparation for job transfer within the College.
- Study related to area of specialization.
- Study related to field in general.
- Curriculum development for new programs.
- Development of educational media.

A report on progress of the sabbatical leave project will be submitted according to specifications of the College administration at intervals set by the administration.

9.5 Sabbatical Conditions

Since the intent of the sabbatical leave program is to ensure that the College receives some return on its investment, rather than to allow the applicant to profit financially from the leave, the following additional conditions will apply:

- Upon return from sabbatical leave, the faculty member is required to state all sources and amounts of income during the pursuit of the sabbatical leave. The faculty member will repay to the College all income in excess of the base salary derived from his/her profession, minus a reasonable amount to cover expenses incidental to the pursuit of the sabbatical project itself, up to the amount of the sabbatical stipend he/she received from the College.
- Sabbatical leaves may not be extended. If additional time is required for completion of a sabbatical project, such requests will be considered as requests for leaves of absence without pay and will be submitted through appropriate channels.

10 Faculty Evaluations

The evaluation process is designed to contribute to the maintenance of high quality instruction, improve faculty performance, encourage the faculty to seek and use opportunities for professional growth and development, and to gather information relating to the promotion, tenure, special recognition and retention of faculty.

The evaluation process will include self-evaluations, student evaluation and classroom observations. Faculty rank will be used to determine the frequency of evaluations. As an additional form of evaluation, the Associate Dean of Instruction will make recommendations and/or commendations in writing, a copy of which will be given to the faculty being evaluated. A copy of all evaluation materials will be placed in the faculty member's Personnel File. Faculty will have an opportunity to respond to evaluations, in writing, with the response included as part of the Personnel File.

Formatting of documentation for evaluations are located in Appendix B, and shall be applied for the duration of this Agreement.

10.1 Self-evaluation/Annual report

All faculty are required to submit a Self-Evaluation/Annual Report covering the Faculty Responsibilities as described in this Agreement. This report is due within 10 days of the end of the Spring semester and will be reviewed with the Associate Dean of Instruction prior to the end of the appointment year.

10.2 Student Evaluation

Every Student will have the opportunity to evaluate every class every semester in a student reaction to instructor evaluation. All non-tenure and tenure track faculty will have all sections evaluated by students, each semester.

- Evaluations for full semester classes will be administered between weeks 9-12.
- Evaluations for partial semester classes will be administered between 60% and 75% of the course duration.
- The administrator for the evaluation tool will be the Chief Institutional Research Officer.
- The administrator for the evaluation tool will not share identified instructor results with anyone but the faculty member after they have tenure and have completed seven years of full-time teaching at the College.
- Access to results may be permitted to the College administration in cases where it is required for accreditation and are to be used solely for the accreditation process. The PECCC President and affected faculty members will be notified prior to access.

10.3 Classroom Observations

Annual peer observations will be conducted throughout the promotion and tenure process as follows:

- Until a faculty member is granted tenure, classroom observations will be conducted by a peer selected by the faculty member, 1 per year. Peers may be selected from among all full-time faculty. Different individuals should be selected for each observation, if possible, but should not exceed the same individual conducting more than 2 observations.
- Promotion to the next rank (after tenure received): 1 classroom observation will be conducted by a peer selected by the faculty member, during a promotion cycle. A different individual should be selected for each promotion cycle.

The ADI will conduct classroom observations to assess teaching effectiveness, knowledge of the subject, application of teaching techniques and interaction with students.

- These classroom observations will be done at a mutually agreed time and with the prior knowledge of the faculty being evaluated.
- All in-person and online classroom evaluations will be conducted with their respective mutually agreed upon forms.
- The ADI will hold a pre-conference with the faculty member prior to completing each online observation. During this pre-conference the faculty member will identify the specific unit or section of the on-line course which the ADI will base the written observation on. Other course sections are not to be used for the purpose of the evaluation.
- The ADI will have two business days to complete each online class observation.
- An online class observation also includes a conference between the faculty member and the ADI. At this conference the faculty member will be able to provide additional information, which shall be considered when completing the written observation.
- Observation of online classes must be included in courses considered for observation as part of the review for promotion/ tenure.
- Faculty observation for online classes will not be done the first time the faculty member teaches the class.

Frequency and number of observations will be determined by rank:

- All non-tenure track faculty and all tenure-track instructors will be observed once each semester.
- Assistant and Associate Professors will be observed once each academic year
- Professors will be observed once every three years

The Chief Academic Officer or his/her designee will make one observation visit in the year of the faculty member's tenure / promotion application. Additional unannounced visits may be made by the Associate Dean of Instruction or the Chief Academic Officer, based on student evaluations or concerns about a faculty member's performance.

11 Promotions

Promotion in academic rank for tenured or tenure-track faculty at SUNY Corning Community College will be the result of professional merit. Promotion will recognize exceptional competence in teaching, professional development, service to the College, service to the College's community, or any combination of these functions. Promotion in rank will be granted only by the Regional Board of Trustees based upon the recommendation of the President of the College. Promotional recommendations to the President of the College will be initiated by appropriate Associate Deans of Instruction and must bear concurrence by the Chief Academic Officer. The procedure for presenting recommendations for promotion includes specific criteria, which must be consistently applied by those bearing responsibility for making promotional recommendations.

Faculty in tenure-track positions who have served in previous full-time, non-tenure-track and/or tenure-track positions at SUNY Corning Community College, but who moved to different

employment within the College without any separation from employment, will receive credit for those prior years in the same manner as if they had occurred continuously with the current years of service: ½ year of credit toward each non-tenure-track full-time year, and full credit for each tenure-track year of service.

In the fall semester, the Chief Academic Officer will produce and publish a time line for the promotion process and will notify those eligible for promotion in the subsequent year.

The following criteria alone will be considered for promotion:

- Effectiveness in the classroom
- Effectiveness as an academic advisor
- Professional development activities
- Service to the College and the community

Information about classroom responsibilities, course obligations, and formatting of documentation for submission are located in Appendix C, and shall be applied for the duration of this Agreement.

The Associate Dean of Instruction and the Chief Academic Officer will review annual evaluations of each faculty member eligible for promotion and will include these annual evaluations in the promotion packet. These annual evaluations will be consistent with those provisions for evaluation outlined in this Agreement, under Section 10, Faculty Evaluation. In addition to the annual evaluations, each reviewer's ratings of the above criteria and recommendations on promotion will be added to the promotion packet. The Associate Dean of Instruction will review his/her recommendation with the candidate prior to submitting this to the Chief Academic Officer. The Chief Academic Officer will review his/her recommendation with the candidate prior to a final recommendation being made to the President. The completed packet will be delivered to the President who will determine whether to recommend the faculty member for promotion to the Regional Board of Trustees.

A promotion is effective only after ratification by the Regional Board of Trustees. The effective date of the promotion shall be the Fall start-up day following the Board's ratification. Every effort will be made by the College to complete the promotion process in time for ratification by the Regional Board of Trustees prior to the Fall start-up day.

11.1 Criteria for Promotions for Tenured/Tenure-Track faculty

Promotion to Assistant Professor:

Exemplary classroom performance demonstrated by some or all of the following:

- a classroom atmosphere conducive to learning and student motivation
- good classroom management, presentation and organization
- effective use of appropriate media, technology and assessment
- submission of 3 reports of classroom observations conducted by a peer (1 each year prior to the promotional year and inclusive of the promotional year)
- evidence of respect for all students
- thorough knowledge of the subject matter

- knowledge of new developments in the subject
- clear and timely feedback to students
- two timely retention alerts utilizing the College-adopted tool
- clear and consistent measurements to evaluate student achievement
- instructional or course modifications based on student evaluations and/or course assessment
- evidence of contributions to the development of curriculum for new and/or existing courses and programs
- significant and continuing planning and preparation to enhance student achievement

Exemplary academic advising, as demonstrated by some or all of the following:

- implementation of opportunities for advising assigned advisees
- evidence of regular communication with assigned advisees minimally including the following:
 1. Welcome/welcome back in the first three weeks of the fall semester
 2. Offering advising assistance when advisor received notification of an early or midterm alert (e.g. flag or referral)
 3. Email offering sign up for advising appointment, prior to Week 10 each semester
- evidence of positive student feedback
- submission of an advising log
- evidence of participation in advising workshops offered by the College

Master's degree in the major field, unless exempted by the Chief Academic Officer

Three (3) years as a full-time Instructor at SUNY Corning Community College

Promotion to Associate Professor:

- Continued evidence of exemplary classroom performance (see above), with an additional submission of 3 reports of classroom observations conducted by a peer (1 each year prior to the promotional year)
- Continued evidence of exemplary academic advising (see above)
- Evidence of professional growth and activities, with a focus on recent activities, as demonstrated by some or all of the following:
 - participation in regional, statewide, and/or national professional development activities and membership/participation in professional organizations
 - attainment of degrees or coursework beyond the required degree
 - evidence of research, scholarship, and/or publications
 - grants and/or equipment accrued to the College
 - evidence of attendance at SUNY Corning Community College professional development workshops
- Evidence of significant service to the College, as demonstrated by some or all of the following:
 - membership in standing or ad hoc committees
 - leadership roles in departmental or governmental structures
 - voluntary participation in other extracurricular activities, e.g., student organizations, recruitment activities, etc.
- Master's degree in the major or approved field, unless exempted by the Chief Academic Officer
- Four (4) years as a full-time Assistant Professor at SUNY Corning Community College

Promotion to Professor:

- Continued evidence of exemplary classroom performance (see above), with the addition of the submission of classroom observations conducted by a peer.
- Continued evidence of exemplary academic advising (see above)
- Continued evidence of professional growth and activities (see above)
- Continued evidence of College service and community service, as demonstrated by some or all of the following:
 - evidence of service relevant to professional status as a member of College faculty
 - evidence of service to develop the educational, social, cultural, recreational, economic, or religious growth of the community
 - membership and/or office in area clubs and organizations
 - evidence of professional growth in major field
- Master's degree in the major or approved field
- Five (5) years as a full-time Associate Professor at SUNY Corning Community College

11.2 Promotional Increase

Promotional increases are set at \$2,000 and are effective on the Fall start-up day following the Board's ratification. Promotional increases are added to the faculty member's base salary, after any and all other salary increases that may apply on the Fall start-up day have been added.

12 Tenure

Tenure is awarded to individuals of more than usual ability. Eligible faculty may apply for tenure in accord with the following guidelines. Tenure is granted to SUNY Corning Community College and speaks to the protection of professional rights with the College. Tenure is granted by specific action of the Regional Board of Trustees upon the recommendation of the President of the College.

12.1 Probationary Period:

Conferral of tenure is based, in part, upon an individual's successful completion of a probationary period of service not to exceed six (6) years. During the probationary period, tenure-track faculty's status is employment-at-will. First year probationary faculty will be notified by March 1st if they will not be reappointed for a second year. Probationary employees who are reappointed for subsequent years will be given notice by December 15 if their employment is to be terminated at the end of the academic year. Each probationary faculty member who is not notified by December 15th that their employment is to be terminated at the end of the academic year will be given an annual written evaluation by their Associate Dean of Instruction and/or the Chief Academic Officer, which will include a statement on progress toward tenure. The faculty member will be eligible to apply for tenure during their fifth and/or sixth year of probation, unless he/she receives notification by December 15th that their employment is to be terminated at the end of the academic year. Faculty who are denied tenure at the end of the sixth year of probation will receive a one-year terminal appointment for the following academic year. After application, the College will communicate its decision on the probationary faculty's status for tenure.

Faculty in non-tenure-track positions, subsequently hired into a tenure track position, will receive credit towards their probationary period at the rate of one-half year for each full year of employment in the non-tenure-track faculty position, up to a maximum credit of 3 years.

12.2 Awarding of Tenure:

Tenure for teaching faculty at SUNY Corning Community College will be the result of professional merit. It will recognize exceptional competence in classroom teaching, professional development and growth, service to the College and service to the College's community. Tenure will be granted only by the Regional Board of Trustees based upon the recommendation of the President of the College. Tenure recommendations to the President of the College will be initiated by appropriate Associate Deans of Instruction and must bear concurrence by the Chief Academic Officer. The procedure for presenting recommendations for tenure includes specific criteria, which must be consistently applied by those bearing responsibility for making tenure recommendations

In the fall semester, the Chief Academic Officer will produce and publish a time line for the tenure process and will notify those eligible for tenure in the subsequent year.

For an award of tenure, tenure-track faculty will undergo a particularly rigorous evaluation involving an assessment of accumulated accomplishments and the likelihood that the faculty member's level of performance will be maintained. Applicants for tenure must demonstrate excellence as educators and significant contributions in the areas of professional development, as well as division, College, and community service. It is critical that a tenure packet provide a historical perspective of the individual's professional growth and development as an educator, evidence of expertise in his/her discipline, and evidence of academic citizenship through participation in extracurricular activities at the division, college, and community levels. The candidate seeking tenure may include a teaching portfolio in his/her tenure packet to demonstrate the faculty member's commitment to thoughtful design of all of the courses taught by the individual and his/her commitment to instructional, professional, and institutional improvement.

There are four major areas that are considered in evaluating faculty for tenure: classroom performance, professional growth activities, college service, and community service. Criteria considered for each major area may contain elements from the following:

12.3 Classroom Performance Criteria

- Creation of a classroom atmosphere conducive to learning
- Student motivation
- Organization of subject matter
- Integration of conceptual material with practical application
- Statement of course, unit, and specific objectives
- Respect for students
- Thorough knowledge of the subject matter
- Knowledge of new developments in the subject
- Clear and timely feedback to students
- Clear and consistent measurements to evaluate student achievement

- Instructional or course modifications based on student evaluations and/or course assessment
- Significant and continuing planning and preparation to enhance student achievement

12.4 Criteria for Professional Growth Activities

- Degrees
- Course work (credit and/or non-credit) beyond a given degree
- Research and/or publications
- Grant monies and/or equipment accrued to college
- Membership and participation in professional societies
- Professional consultation
- Evidence of attendance at SUNY Corning Community College professional development workshops
- Participation in regional, statewide, and/or national professional development activities

12.5 College Service Criteria

- Course and/or program development
- Committee membership-offices held
- Academic student advisement
- Participation in student activities (not necessarily in discipline)
- Voluntary participation in College-sponsored activities

12.6 Community Service Criteria

- Service relevant to professional status as member of College faculty
- Service to develop the educational, social, cultural, recreational, economic, or religious growth of the community
- Membership and/or office in area clubs and organizations

The ADI and the CAO will review annual evaluations of each faculty member eligible for tenure and will include these annual evaluations in the tenure packet. These annual evaluations will be consistent with those provisions for evaluation outlined in this Agreement, under Section 10, Faculty Evaluation. In addition to the annual evaluations, the faculty member will be rated for achievements and contributions in classroom teaching, professional development and growth, and service to the College and the community. Based on these, the ADI will make a recommendation to tenure or not to tenure. The ADI will review his/her recommendation with the candidate prior to submitting this to the CAO. The CAO will review his/her recommendation with the candidate prior to a final recommendation being made to the President.

The completed packet will be delivered to the President who will determine whether to recommend the faculty member for tenure to the Regional Board of Trustees. The candidate will receive notification and clarification of all recommendations throughout the process. Awarding of tenure is effective only upon ratification by the Regional Board of Trustees and begins the academic year following the Board's ratification. Every effort will be made by the College to complete the tenure process in time for ratification by the Regional Board of Trustees at its June meeting. Should there be

no June meeting of the Trustees in any given year, then the ratifications of tenure would take place at the first Board meeting to occur after June.

Separation from service at the College cancels an individual's tenure or probationary status. Thus, a faculty member re-employed by the College after separation may be required to serve an additional probationary period of up to six (6) years.

Faculty who have received tenure and subsequently cross-train and change divisions or units, will maintain their tenure status to the College. Tenured faculty who choose to accept temporary or long-term assignments as an administrator for the College will maintain their tenure to the College.

13 Academic Freedom

SUNY Corning Community College endorses the principles of academic freedom as set forth in the following statement by the American Association of University Professors and the Association of American Colleges:

- Teachers are entitled to full freedom in research and in the publication of the results subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the Institution.
- Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter, which has no relation to their subject. Limitations of academic freedom because of religious or other aims of the Institution should be clearly stated in writing at the time of the appointment.
- College and university teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public might judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the College.

14 Discipline and Dismissal

Discipline or dismissal of a faculty member shall be subject to the grievance procedure provided herein, and may be initiated at Stage 2 within ten (10) work days of the receipt of written notice of discipline or dismissal.

A faculty member may be suspended with or without pay at any time following the notice of discipline or dismissal. Such suspension will be with pay, except in unusual and egregious circumstances, when the suspension may be without pay, subject to the approval of the Regional Board of Trustees.

Discipline or dismissal of faculty:

In accordance with applicable provisions of State Education Law, faculty may be subject to discipline or dismissal for one or more of the following reasons:

- Incompetent or inefficient service
- Neglect of duty
- Mental incapacity
- Moral turpitude
- Conduct unbecoming a member of the staff
- Insubordination

This provision shall not be so interpreted as to constitute interference with academic freedom.

15 Grievance

It is the policy of the College and the PECCC that all grievances be resolved informally or at the earliest stage of the grievance procedure, whenever possible. Informal settlements at any stage shall be binding upon both parties to the settlement, but shall not create precedent or be binding upon either of the parties to this Agreement in future grievance proceedings.

15.1 Definitions

- A “grievance” is defined as any claimed violation of the terms or provisions of this Agreement. Decisions relating to reappointment, promotion, or tenure are not grievable.
- At the informal discussion stage, an “aggrieved party” is a faculty member or group of faculty members who submits a grievance. At any of the formal stages, the “aggrieved party” is the PECCC.
- “A party-in-interest” is defined as any party named in a grievance that is not the aggrieved party.
- “Working Days” are defined as any day on which the College is regularly open for business (not including Saturdays, Sundays, or designated holidays), regardless of whether or not classes are in session.

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 College administration and having the grievance informally adjusted, provided the adjustment is consistent with the terms of this Agreement and the PECCC has been given the opportunity to be present at such informal discussions and to state its views on the grievance.

15.2 Procedural Steps

Informal Stage.

Before submission of a written grievance, the aggrieved party shall attempt to resolve the grievance informally with the appropriate Associate Dean of Instruction or the Chief Human Resource Officer by scheduling a meeting to discuss the grievance. The aggrieved party may request the assistance of a PECCC representative during this informal discussion.

A grievance that is not resolved informally shall be submitted in writing, on a form approved by the College and the PECCC, which will identify the aggrieved party, the nature of the grievance, the relevant provision(s) of this Agreement, and the remedy sought. Written grievances shall be submitted to the Chief Academic Officer within 60 calendar days from the date of the claimed violation of the terms or provisions of this Agreement.

Stage 1.

The Chief Academic Officer may meet with the aggrieved party and any other necessary parties. The Chief Academic Officer will communicate a decision to the aggrieved party, in writing, within 5 working days following the receipt of the written grievance.

Stage 2.

If the aggrieved party is dissatisfied with the Chief Academic Officer's decision, or receives no decision within the allotted time, such aggrieved party may submit a copy of the grievance, along with the decision of the Chief Academic Officer, to the President of the College, within 5 working days.

The President may confer with the aggrieved party and will communicate a decision, in writing, to the aggrieved party within 5 working days following receipt of the written grievance. Copies of such decision will be delivered to the Chief Academic Officer and the Chief Human Resource Officer.

Stage 3.

If the aggrieved party is dissatisfied with the President's decision, they may refer the grievance to the Cornell University School of Industrial and Labor Relations Arbitration Program or the American Arbitration Association within 5 working days of receipt of the President's written decision.

The Arbitrator shall have no power to add to, subtract from or modify any of the provisions in this Agreement. No Arbitrator shall decide more than one (1) grievance at the same hearing or series of hearings, except by mutual agreement between the parties.

A copy of the arbitration request will be served on the Chief Human Resource Officer. The cost of arbitration shall be shared equally by the College and the PECCC.

The Arbitrator's decision will be in writing and set forth the Arbitrator's findings of fact, reasoning, and conclusions. Such decisions will be communicated to the Chief Human Resource Officer and the PECCC, and will be final and binding upon all parties.

The final settlement, decision, or award shall not be retroactive prior to the date the grievance was first filed.

Both parties mutually agree that the grievances not appealed within the time limits shall be considered settled on the basis of the decision last made and shall not be eligible for further discussion or appeal.

All documents relating to grievances will be filed separately from the personnel files of any aggrieved parties.

15.3 Time Limits

All time limits specified in this Section may be extended only by mutual, written agreement between the president of the PECCC and the Chief Human Resource Officer.

If a decision at one stage of this procedure is not appealed to the next stage of this procedure within the specified time limits, the grievance will be deemed to be abandoned and further appeal under this Agreement will be barred. The failure of the College to communicate a decision in Stage 1 or Stage 2, within the allotted time, will not impinge upon the aggrieved party's right to file an appeal at the next stage of the procedure.

15.4 Grievance Related to Promotions

It is the desire of both of the parties that the contractual process for considering promotion be followed, so that any grievance concerning the process must be raised by no later than four (4) working days after the applicant's receipt of the Chief Academic Officer's recommendation or after the meeting with the Chief Academic Officer to discuss that recommendation, whichever is later.

- a. This grievance shall be submitted in writing to the Chief Academic Office and the Chief Human Resource Officer.
- b. If the parties are unable to resolve the grievance within four (4) days of submission to the Chief Academic Officer and the Chief Human Resource Officer, then the dispute shall promptly be referred to a single arbitrator for expedited review (the parties shall select a panel of three mutually agreeable arbitrators to be used for this purpose.)
- c. The parties shall submit written position statements within four (4) working days of the expiration of the four (4) day deadline references in section 3(b) of this agreement. The arbitrator may schedule a telephone conference to review the parties' positions.
- d. The arbitrator's decision shall be based on the written and verbal submissions, and be issued no later than two (2) working days after the last day of submission for the written submissions. The award shall concisely state the decision and remedy without the need for a reasoned award.
- e. Any procedural issue that is subject to the grievance process but is not grieved within the four (4) working days following the recommendation date or meeting date with the Chief Academic Officer references in Part 3 shall be waived, and not subject to further review.
- f. These deadlines can be extended by mutual written agreement.
- g. This process replaces entirely the standard grievance process outlined in the contract concerning grievances alleging procedural flaws in the promotion process.

16 Faculty Resignation

Faculty will notify the College in writing at least thirty (30) days in advance of the effective date of resignation. A letter of resignation must be submitted to the faculty's supervisor and the Chief Human Resource Officer.

Prior to separation from service, all faculty will have an exit interview with a representative from the Human Resources Office.

17 Reduction in Tenured Faculty

The Regional Board of Trustees or the President of the College with the concurrence of the Regional Board of Trustees will determine the need for and the extent of tenured faculty reductions. This determination will be as the result of one or more of the following:

- Fiscal exigency
- Program and/or enrollment declines

The President of the College will seek the advice and counsel of the PECCC as to alternatives to such reductions, if any. The President of the College will determine the basis for required reductions, at either the Divisional level or at the Discipline level.

Seniority within the specific teaching Division or Discipline to which the faculty has been appointed will be the only criterion used in determining tenured faculty reductions. Seniority will accrue from the effective date a faculty member is tenured. In the event that tenured faculty reductions are necessary, such reductions will be made to tenured faculty with the least seniority.

All faculty of any rank in such Division or Discipline upon whom tenure is not conferred will be dismissed before the position of any tenured faculty in such Division or Discipline is abolished or discontinued.

Every attempt will be made to permit affected tenured faculty to find a suitable position within the College if a vacancy exists for which the individual is academically qualified.

Tenured faculty who cross-train into a new Division or Discipline will have seniority from the date of appointment into the new Division or Discipline. Administrative appointments will not count as years of service toward Divisional or Departmental seniority, except as specified in section 8.7, Administrative Leave, of this Agreement. In the case of program and/or enrollment declines in a tenured faculty member's discipline, and at the discretion of the Chief Academic Officer, tenured faculty may be allowed up to 5 Credit Hour Equivalents of release time, for up to one academic year, in order to cross-train into a new discipline, which is mutually agreed upon.

The President of the College will provide written notice of termination to tenured faculty affected by faculty reduction by December 15 of the academic year at the end of which such positions will be discontinued.

Faculty displaced by this policy will be given first choice of employment on a seniority basis for appropriate available positions for a period of three (3) years. Upon returning to such position at the College, faculty will be paid salary appropriate to their prior experience and assigned position. Faculty displaced by this policy may have their tenure status reinstated by the College, depending on the position in the Division and Discipline in which they are returning.

Time spent away from the College due to faculty reduction will not be counted as service toward eligibility for promotion, tenure, salary increments, sabbatical leaves, and the like.

The Human Resources Office will assist all faculty who are affected by faculty reduction by providing them with job counseling, office services, and resume preparation.

17.1 List of Disciplines

Accounting	Health and Wellness Education
Anthropology and Sociology	History and Government
Art	Human Services
Astronomy and Geology	Humanities
Automotive Technology	Information Technology
Biology	Languages
Business Administration	Mathematics
Chemistry	Mechanical Technology
Computer Information Science	Mechatronics
Computer Science	Music
Criminal Justice	Nurse Education
Education and Early Childhood	Philosophy
Electrical Technology	Physics
English	Psychology
Engineering Science	

The official list of disciplines will be held in the Chief Academic Officer's office.

18 Personnel Files

The personnel file in the Human Resources Office is the only official personnel file of the College. Personnel files shall be deemed confidential insofar as such practice is consistent with applicable laws. A bargaining unit member shall have the right to review his/her own personnel file (excluding confidential communications and pre-employment references), at any reasonable time, upon request made to the Chief Human Resource Officer and to provide written comment as to any material therein contained. Said review shall take place in the Office of Human Resources during the normal business hours of the College.

19 Family and Medical Leave Act Policy

Eligible employees have the right under the Family Medical Leave Act (FMLA) to take a total of 12 weeks (or up to 26 weeks of military caregiver leave for a covered service member with a serious injury or illness) of job-protected leave during a 12-month period (referred to in this policy as "FMLA leave") for certain family or personal health care needs, as well as for any qualifying exigency arising out of a qualifying family member's active military duty or impending call to active duty status. This leave may be paid, unpaid, or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

This policy describes your right to obtain FMLA leave and how this leave relates to the College's other benefits.

ELIGIBILITY: You are eligible to take FMLA leave if, at the time you request it, you have been employed by the College for at least one year and have worked at least 1250 hours in the preceding 12-month period. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed 7 years. Separate periods of employment where the break in service exceeds 7 years will be counted only if the break was due to National Guard or reserve military service.

For eligibility purposes:

- An employee will be considered to be employed for an entire week even if he/she was on the payroll for only a part of a week or if the employee was on leave during the week
- Time spent on paid personal, sick, or vacation leave will count as time worked toward the 1250 hours requirement

REASONS FOR LEAVE: You may take FMLA leave for any of the following purposes:

1. The birth of your child or the placement of a child with you either through adoption or foster care and to care for that child. "Child" for this type of FMLA leave is defined as a biological or adopted child, a foster child, a stepchild, a legal ward, a child of a person standing in loco parentis, or a child of your documented domestic partner.
2. To care for your spouse, documented domestic partner (refer to the documentation requirements for health insurance benefits for domestic partners"), parent or child (including the children of documented domestic partners) who has a serious health, as defined below.
3. To care for yourself because of a serious health condition, as described below, that prevents you from performing the essential functions of your job.

This policy covers illnesses or a serious and long-term nature, resulting in recurring or lengthy absences. A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice, or residential medical care facility (including any period of incapacity or any subsequent treatment in connection with such inpatient care) or a condition that requires continuing care by a licensed health care provider. Generally, a chronic or long-term health condition that would result in a period of 3 consecutive days of incapacity with the first visit to a health care provider within 7 days of onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic treatment, visits for treatment must take place at least twice a year.

If you take paid leave for a condition that progresses into a serious health condition and you request unpaid leave as provided under this policy, the College may designate all or some portion of the prior paid leave taken as FMLA leave, to the extent that the earlier paid leave meets the necessary qualifications.

4. Any qualifying reason arising out of the fact that your spouse, documented domestic partner, son, daughter, or parent is on active military duty, or has been notified of an impending call to active duty status, in support of a contingency operation. Qualifying reasons include helping the family member prepare for the departure or caring for the children of the service member. This leave may begin as soon as the individual receives the call-up notice. This type of leave counts toward the employee's 12-week maximum of FMLA leave in a 12-month period. Proof of the qualifying family member's call-up or active military service must be provided to the College before leave is granted.

An employee whose spouse, son, daughter, or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The leave may begin as soon as the individual receives the call-up notice.

"Son or daughter" for this type of FMLA leave is defined the same as for child for other types of FMLA leave, except that the person does not have to be a minor. "Parent" for this type of leave is defined as a biological, adoptive, step, or foster father or mother or any other individual who stood in loco parentis to the employee when the employee was a son or daughter. The term parent does not include parents-in-law.

The qualifying exigency must be one of the following: a) short-notice deployment, b) military events and activities, c) childcare and school activities, d) financial and legal arrangements, e) counseling, f) rest and recuperation, g) post-deployment activities and h) additional other activities that arise out of active duty (provided that the College and the employee agree, including agreement on timing and duration of the leave).

In the case of a member of a regular component of the Armed Forces, "covered active duty" means deployment to a foreign country. In the case of a member of a reserve component of the Armed Forces, "covered active duty" means deployment to a foreign country under a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.

5. Military caregiver leave to care for an injured or ill service member or veteran.

An employee whose spouse, son, daughter, or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The leave may begin as soon as the individual receives the call-up notice.

"Covered service member" means: a) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or b) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), "serious injury or illness" means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and

that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating. In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, "serious injury or illness" means a qualifying injury or illness (as defined by the Secretary of Labor) that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

PLEASE NOTE: For purposes of this policy, the term "spouse" includes same-sex individuals who are legally married in New York State or any other state that permits same-sex marriages.

AMOUNT AND CREDITING OF LEAVE: You can take up to 12 weeks of leave for FMLA reasons (1) through (4) during any 12-month period. The 12-month period will be measured as a rolling 12-month period measured backward from the date you use any leave under this policy. Each time you take leave, the amount of leave that you've taken in the past 12 months will be computed and subtracted from the 12 weeks of available leave, and the balance remaining is the amount of leave that you are entitled to take at that time.

You can take up to 26 weeks of leave for FMLA reason (5) during a single 12-month period or a combined total of 26 weeks of military caregiver leave and leave for any other FMLA-qualifying reason in a single 12-month period. For military caregiver leave, the 12-month period will be measured as a rolling 12-month period measured forward. FMLA leave already taken in the past 12 months for reasons (1) through (4) will be deducted from the available 26 weeks.

In situations where both spouses/documentated domestic partners are employed by the College and are eligible for FMLA leave for the birth or placement of a child, the amount of FMLA leave available will be limited to a total of 12 weeks between them. In situations where both spouses/documentated domestic partners are employed by the College and are eligible for FMLA leave for the care of a covered injured or ill service member, the amount of FMLA leave available will be limited to a total of 26 weeks of leave between them.

Leave for the birth or placement of a child must be taken within one year of the birth or placement. FMLA leaves for other purposes may be taken intermittently or on a reduced hours work schedule basis, but only to the extent medically necessary. The College may temporarily reassign you to another position with equivalent pay and benefits if it would better accommodate your recurring absences for intermittent or reduced hours leave.

If at the time you request leave you have accrued vacation or personal leave you will be required to exhaust this paid leave before you can take unpaid FMLA leave. If you have accrued sick leave that can be used for such purposes, you must use this leave before you can take unpaid FMLA leave to care for yourself, your family member or your covered service member. Both paid and unpaid leave will count toward your 12 or 26 weeks of FMLA leave.

In addition, leave taken as part of another benefit plan will count as FMLA leave if the reason for the leave otherwise meets the standards for FMLA leave (e.g., Workers' Compensation). However, employees who are receiving Workers' Compensation benefits are not required to exhaust paid leave prior to taking unpaid FMLA leave.

DURING THE LEAVE: While you are on leave, you may continue coverage in the College's health insurance plans under the same terms and conditions as active employees. While on paid leave, your normal share of the premium costs will be deducted from your paychecks. While on unpaid leave, you will be billed by the College for your share of the premium. Payments can be made on a monthly basis and are due on the first day of each month. If you make a payment on or before the first day of the coverage period to which it applies, your health insurance coverage will continue for that coverage period without any break. Although payments are due on the first of each month, you will be given a grace period of 30 days after the premium due date to make each premium payment. Your coverage will continue during your FMLA leave as long as each premium payment is made before the end of the grace period for that payment. If you fail to make a premium payment before the end of the grace period for that coverage period, your health insurance coverage will end. Premium payments should be sent to: Human Resources Office, SUNY Corning Community College, 1 Academic Drive, Corning, NY 14830. If you fail to return to work, and there are no extenuating circumstances, the College may require reimbursement from you for the College's share of the health insurance premiums that were made on your behalf during the FMLA leave.

If you participate in a health care flexible spending account under the College's Best Flex Plan, you may pay for your anticipated premiums during your FMLA leave on a pre-tax basis by accelerating your payments and making them out of any paycheck you have earned prior to taking the leave. Other benefits will not normally be continued during your FMLA leave.

PROCEDURES: In general, you must give the College 30 days advance notice (either verbally or in writing) before beginning FMLA leave. If this is not practical, you must give as much advance notice as possible. If you are requesting intermittent or reduced hours leave (as opposed to taking all your leave in one block), you must schedule the leave, insofar as possible, to minimize disruption to your work schedules and assignments. You must provide sufficient information for the College to reasonably determine whether the FMLA is applicable to your leave request.

Within 5 business days after you provide such notice, the Human Resources Office will provide you with the Department of Labor (DOL) Notice of Eligibility and Rights.

CERTIFICATION OF LEAVE: The College will require certification for your/your family member's serious health condition, for the qualifying exigency for military family leave, or for the serious injury/illness of a covered service member, as follows:

- **Employee's/Family Member's Serious Health Condition.** You must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of leave or continuation of leave. The certification form to be used is available from the Human Resources Office. The Human Resources Office may directly contact your/your family member's health care provider for verification or clarification purposes, but will first give you the opportunity to resolve any deficiencies in the medical certification and will obtain your/your family member's written permission for clarification of individually identifiable health information.

The College has the right to ask for a second opinion if it has reason to doubt the certification provided. The second opinion will be obtained from a health care provider of the College's choice at the College's expense. If necessary to resolve a conflict between the original certification and

the second opinion, the College will require the opinion of a third health care provider of its choice at its expense. This third opinion will be considered final. You will be provisionally entitled to FMLA leave and benefits pending the second and/or third opinion. You may be denied FMLA leave if you refuse to release relevant medical records to the health care provider designated to provide a second or third opinion.

- **Qualifying Exigency for Military Family Leave.** You must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of leave or continuation of leave. The certification form to be used is available from the Human Resources Office.
- **Serious Injury/Illness of Covered Service member for Military Family Leave.** You must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of leave or continuation of leave. The certification form to be used is available from the Human Resources Office.

The College may request recertification for your/your family member's serious health condition no more frequently than every 30 days and only when circumstances have changed significantly, if the College receives information that casts doubt on the reason given for the absence, or if you request an extension of your leave. Otherwise, the College may request recertification for your/your family member's serious health condition every 6 months.

Within 5 business days after you submit the appropriate certification form, the Human Resources Office will provide you with a written response to your FMLA request using the DOL Designation Notice. On a basis that does not discriminate against employees on FMLA leave, the College may require you to report periodically on your status and intention to return to work.

RETURNING TO WORK: When you are able to return to work, the College will restore you to your same job or a position with equivalent status, pay, benefits, and other terms of employment. Your use of FMLA leave will not result in the loss of any employment benefit that you earned or were entitled to before the FMLA leave. Before you can return, the College may require you to submit a certificate of fitness from your health care provider stating that you are able to resume your regular duties with the College.

MISCELLANEOUS: The College has the authority and the responsibility to take all steps necessary to administer this leave policy, including deciding which absence from work will be charged to FMLA leave. To the extent consistent with applicable law, the College has the responsibility to interpret this policy and to decide any issue not expressly addressed by it. The College may also from time to time and at any time change this policy, provided such changes are in accord with applicable law.

Nothing in this FMLA leave policy insulates you from the application of any other College policies, e.g., while on family leave, you remain subject to all changes that may occur in the College's health insurance plans and are subject to all other employment-related policies of general applicability, including layoff.

20 Smoking Policy

The College has the sole right to set regulations regarding smoking on any and all of its property.

21 Equal Employment and Educational Opportunity Policy

Policy Statement

SUNY Corning Community College (“the College”) declares and affirms a policy of equal employment and equal educational opportunity. The College will make all decisions regarding admissions and the entire educational process of its students (including all educational programs and activities) and the recruitment, hiring, promotion, and other terms and conditions of employment without discrimination on the basis of race (including traits historically associated with race), color, age, religion, national origin, disability, sex, sexual orientation, gender identity, gender expression, status as a victim of domestic violence, marital status, ethnicity, veteran status or other protected characteristics which cannot be lawfully used as the basis for employment or educational decisions.

Through its policies and programs, the College undertakes to comply fully with all applicable federal, state and local laws relating to equal employment and equal educational opportunity. These laws include the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Title IX of the Educational Amendments of 1972, Title VII of the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972, and the New York State Human Rights Law. These laws prohibit discrimination and harassment, including sexual harassment and sexual violence, and place an affirmative obligation on the College to maintain a work and study environment free from discriminatory harassment, intimidation, ridicule, and insult.

The College is committed to maintaining an educational and work environment that is free of any harassment and to fostering positive learning, living and working so that everyone, including students, employees, and visitors, is treated with respect and dignity in a non-discriminatory environment.

Summary

The College will take steps to prevent discrimination and harassment, to prevent the recurrence of discrimination and harassment, and to remedy its discriminatory effects on the victim(s) and others. Sex discrimination includes sexual harassment, sexual assault, and sexual violence. This policy applies to all members of the campus community, individuals doing business with the College, and any persons utilizing campus facilities.

The President of the College has ultimate responsibility for equal opportunity and has assigned responsibility for the administration of the College’s policy to the Chief Human Resource Officer (the “Director”), who also serves as the College’s Title IX Deputy Coordinator. The Executive Director of Auxiliary Services oversees the Title IX complaint procedures. The Chief Human Resource Officer oversees the non-Title IX Equal Employment and Educational Opportunity complaints, coordinates the activities of ad hoc Equal Opportunity committees, and is responsible for the maintenance of all necessary records needed to comply with federal and state laws governing equal employment and educational opportunity. One or more deputy coordinators may be appointed to assist the Executive

Director of Auxiliary Services in his/her Title IX Coordinator duties. A complete list of these deputy coordinators is available from the Executive Director of Auxiliary Services or the Chief Human Resource Officer.

Procedures for handling complaints under this policy have been established and will be made available on the MyCorning student portal policy page, the Human Resources policy page for employees, and on the public College website. Complaint procedures define relevant definitions and procedures which may be used by students, employees, and/or third parties. Complaint policy and procedures include:

Title IX and “Enough is Enough” specific policy and procedures:

- Sexual Violence Student Bill of Rights
- Response for Sexual Violence and Other Misconduct
- Posted Training – availability of materials, <https://system.suny.edu/sci/postedtraining/>
- Grievance Policy for Addressing Formal Complaints of Sexual Harassment Under Title IX Regulations

- Guide to Determining Relevance
- Informal Resolution Procedure
- Decorum for Informal Grievance Process Hearings

Policy and procedures for other types of discrimination and harassment

- SUNY CCC Sexual Harassment Response and Prevention Policy (under Title VII Civil Rights Act, NYS Human Rights Law, and Title IX Educational Amendments Act)
- Equal Employment and Education Opportunity Complaint Procedure

Unless stated otherwise, the College uses the preponderance of the evidence standard for investigations and determinations regarding responsibility of complaints covered under this Policy. This means that the investigation and determination process determines whether it is more likely than not that a violation of the Policy occurred. Employee and student grievance procedures established through College policies or collective bargaining agreements, student disciplinary procedures, or any other internal grievance/complaint procedure will be made available unless an appeals process is specified by the complaint procedure.

To ensure that the complaint procedure processes are fair, the Director or his/her designee serves as an impartial party who is responsible for:

- ensuring that the procedure is carried out properly
- ensuring that the rights of both complainant and respondent are protected and that both parties have an equal opportunity to engage the resolution procedures
- advising and providing information to the complainant and respondent, including information on counseling and victim services available both on and off campus
- investigating complaints as defined by the procedures
- requesting access to pertinent documents
- maintaining a record of each case.

The Director may receive initial inquiries, reports, and requests for consultation and counseling on an informal basis. Assistance will be available whether or not a formal complaint is under consideration or even possible. It is the responsibility of the Director to respond to all such inquiries, reports, and

requests as soon as possible and in a manner appropriate to the particular circumstances. This response may include interim measures to protect the parties during the investigation process. Such interim measures will not disproportionately impact the complainant or respondent.

Individuals who believe that they have been harassed or discriminated against in violation of this policy should contact the Director. Responsible employees who observe or become aware of incidents of discrimination and harassment, including sexual harassment, sexual assault, and sexual violence, are obligated to report this information to the Director. A “responsible employee” is an employee with the authority to take action to redress the harassment/discrimination, who has the duty to report harassment or any other misconduct by students or employees to appropriate college officials, or an individual who a student or employee could reasonably believe has this authority or responsibility. In the event that the Director is alleged to have discriminated against an individual in violation of this policy, the incident should be reported directly to the President’s Office.

Inquiries regarding the application of Title IX and other laws, regulations, and policies prohibiting discrimination and harassment may be directed to:

David Burdick
Executive Director of Auxiliary Services
Title IX Coordinator
1 Academic Drive
Corning, NY 14830
(607) 962-9328
dburdick4@corning-cc.edu

Stacy Ward
Executive Director of Human Resources
Deputy Title IX Coordinator
1 Academic Drive
Corning, NY 14830
(607) 962-9444
sward11@corning-cc.edu

U.S. Department of Education’s Executive Office for Civil Rights
32 Old Slip, 26th Floor
New York, NY 10005-2500
(646) 428-3800
OCR.NewYork@ed.gov

NYS Division of Human Rights
44 Hawley St.
Binghamton, NY 13907
888.392.3644
<https://dhr.ny.gov/>

US Equal Employment Opportunity
Commission
300 Pearl St. Suite 450
Buffalo, NY 14202
716.551.4387
<https://www1.eeoc.gov/>

Retaliation

The College prohibits retaliation against any individual who reports discrimination or harassment or participates in any investigation of such a report. Retaliation against an individual for reporting harassment or discrimination or for cooperating with an investigation of such a report is a serious violation of College policy and, like discrimination and harassment, will be subject to disciplinary action.

22 Procedure for Submitting Complaints of Discrimination, Including Harassment and Program Accessibility

This Procedure provides a mechanism through which the College may identify, respond to, and prevent incidents of bullying, harassment and discrimination. The College recognizes and accepts its responsibility in this regard and believes that the establishment of this internal, non-adversarial complaint process will benefit students, employees, and College administration, permitting investigation and resolution of problems without resorting to the frequently expensive and time consuming procedures of state and federal enforcement agencies or courts.

All members of the College community, including students, should realize that a charge of discrimination is a serious matter that may impact the education or careers of individuals or the College as a whole. For that reason, the College will take seriously any discrimination complaints, pursue timely investigation and resolution procedures, and make every effort to keep the complainants and respondents informed throughout the course of an investigation. The proceedings of any investigation are held confidential to the extent possible.

Although this complaint procedure does not in any way deprive an individual of the right to file a complaint with outside agencies (such as the NYS Division of Human Rights, the Equal Employment Opportunity Commission, or the Office for Civil Rights of the U.S. Department of Education), the College seeks cases be addressed promptly and fairly using appropriate administrative means that are available to avoid the personal and institutional stress which can occur. Consequently, this complaint procedure may not be used if the same complaint has been filed with a State or Federal agency or if a grievance has been filed under any current College policy of collective bargaining agreement or any other internal grievance procedure, unless the complaint is one of sex discrimination (including sexual harassment, sexual assault, and sexual violence). Any investigation or review underway will terminate without conclusion if a complaint (other than one of sex discrimination) is filed elsewhere.

Please Note:

- In addition to addressing harassment and discrimination complaints, this procedure is the resolution procedure to be used for complaints under the College's Anti-Bullying Policy (available on the MyCorning Policy page of Human Resources)
- No unauthorized audio or video recording of any kind is permitted during the investigation meetings or investigatory interviews.
- The standard applied to this process is a preponderance of evidence standard (i.e., the evidence must demonstrate that it is more likely than not that the conduct occurred).
- Title IX Complaint procedures are documented under the Grievance Policy for Addressing Formal Complaints of Sexual Harassment Under Title IX Regulations

Retaliation

Retaliation against any individual for filing a complaint or for assisting or participating in the investigation of a complaint is strictly prohibited and may result in disciplinary action. Retaliation is an adverse action taken against an individual as a result of complaining about unlawful discrimination or harassment, exercising a legal right, and/or participating in a complaint investigation as a third party witness. Complainants or participants who experience retaliation should contact the chief human resource officer/Title IX Coordinator.

Malicious complaints

Malicious or mischief complaints are prohibited and if found responsible for filing an intentionally misleading report, individuals may face disciplinary action as per the appropriate College policy or collective bargaining agreement.

Informal Resolution

Although verbal complaints may be acted upon, the procedures set forth herein rely upon the submission of a written complaint to initiate the resolution process. It is strongly encouraged for complaints to be made in as timely a manner possible understanding that there may be obstacles in allowing for that. In some cases where a formal complaint is not submitted but there is reasonable evidence or cause to initiate an investigation, the College may initiate an investigation without a complainant or report received by an individual.

1. Complaints or concerns that are reported to an administrator, director, or supervisor concerning an act of discrimination or harassment, or acts of discrimination or harassment that administrators, directors, or supervisors observe or become aware of must be immediately referred to the chief human resource officer/Title IX Coordinator. Complaints may also be made directly to the chief human resource officer by anyone who experiences, observes, or becomes aware of discrimination or harassment.

The complainant must file a written complaint with the chief human resource officer. All such complaints must be submitted in writing (email or hard copy) or on the web form available on the College's public website. Students are encouraged to be aware of timelines that may impact academic appeals as noted in the College Catalog.

2. The written complaint should include the following information:

- The complainant's name, address, telephone number(s), email address, and status (student, employee, third party) and date of complaint submission
- A statement of the facts explaining what happened and what the complainant believes constituted the bullying or unlawful discriminatory acts with sufficient detail. The statement should ideally include the date, approximate time, and place where the alleged act(s) of bullying or unlawful discrimination occurred. If the acts occurred on more than one date, the statement should also include the last date on which the acts occurred, as well as detailed information about the prior acts. The names of any potential witnesses should be provided.
- The name(s), address(es), telephone number(s), status(es) of the respondent(s), i.e., the person(s) claimed to have committed the act(s) of bullying or unlawful discrimination (if known).
- A statement indicating whether or not the complainant has filed or reported information concerning the incidents referred to in the complaint with a non-campus official or agency under any other complaint procedure. If an external complaint has been filed, the statement should indicate the name and address of the department or agency with which the information was filed.
- A description of any corrective or remedial action that the complainant would like to see taken.

The Chief Human Resource Officer is available to assist individuals in preparing complaints.

3. The Chief Human Resource Officer and/or designee(s) will attempt to resolve the complaint informally to the mutual satisfaction of the parties. The chief human resource officer or designee will review all relevant information and interview pertinent witnesses as needed. If a mutually agreeable solution is achieved within 24 calendar days of the date the complaint was filed, the complaint is closed and the file is completed. Both the complainant and the respondent receive a copy of a brief concluding statement. Complaint records will be kept in a secure file in the chief human resource officer's office.

If a mutually acceptable solution is not possible at the informal stage, either party may choose to move to the formal procedure. The chief human resource officer and/or designee will assist the complainant and respondent through the formal resolution process.

Formal Resolution

Either party may make a written request to the Chief Human Resource Officer to have the matter reviewed by an Equal Opportunity (EO) Committee. Such written request must be received by the chief human resource officer within 10 calendar days of the date that any informal resolution was rendered or such a request can be made while the informal resolution process is ongoing. In such a situation, the informal process will end and will be superseded by the formal procedure.

1. An ad hoc EO Committee is coordinated by the chief human resource officer or designee and will be composed of three members of the College community who are appointed by the President, excluding the Chief Human Resource Officer, who is not eligible to serve. The President may elect to appoint a single investigator in some cases in which case the Chief Human Resource Officer may be considered as a single investigator. If the President is the respondent, then the committee members will be appointed by the Chairperson of the Regional Board of Trustees of Corning Community College. The Committee members will be appointed within 10 calendar days of the date the Chief Human Resource Officer receives the written request to have the matter reviewed by an Equal Opportunity Committee.

The Equal Opportunity Committee is charged with determining if the party is responsible for policy violations based on the preponderance of the evidence. The Committee is not responsible for recommending penalties. The Chief Academic Officer of the College is responsible for taking action on any complaints of discrimination regarding student respondent(s) the respective Senior Staff member with consult from the Chief Human Resource Officer is responsible for taking action on complaints of discrimination regarding an employee respondent. Should the Chief Academic Officer or Senior Staff member have an unmanageable conflict of interest, the President will be responsible for determining action.

2. The Committee will hold closed meetings to review all relevant information, interview pertinent witnesses, and, at their discretion, meet with the complainant, the respondent, and/or other individuals with relevant knowledge to the case. Both the complainant and the respondent will have the opportunity to present to the committee their respective accounts and positions and to review all other information presented. Both the complainant and the respondent will be entitled to submit written statements or other relevant and material evidence and to provide rebuttal statements to the written record compiled by the Committee.

3. The Committee will communicate its written determination and associated rationale to the complainant, the respondent, the Chief Human Resource Officer, and the Chief Academic Officer (as appropriate) within 24 calendar days of the committee formation and charge from the Chief Human Recourse Officer. The determination should include the following:

- a clear statement of whether a policy was violated and the responsibility of the respondent
- summary of evident or findings that supported the determination
- summary of evidence or findings (if found relevant) that did not support the determination and the rationale for the conclusion

4. Within 15 calendar days of the receipt of the Committee's determination, the chief human resource officer will send a written decision to the complainant, the respondent, indicating the determination of a policy violation and the rationale based on the findings.

If the complaint was substantiated, such action may consist of:

- If the respondent is a student: required educational assignments, disciplinary action, suspension or expulsion from the College and/or eviction from Perry Hall (if applicable). Disciplinary decisions may be contested by employing appropriate appeals procedures in the student conduct policy and/or Perry Hall handbook.
- If the respondent is an employee (including student employees): disciplinary action may include, but is not limited to, verbal/written disciplinary warnings, termination, demotion, reassignment, suspension, reprimand, or training, consistent with the provisions of any applicable collective bargaining agreement or personnel policy. Disciplinary decisions may be contested by employing the appropriate grievance procedure.
- If the respondent is a third party: issuance of a persona non grata letter for which appeals are not available.

If the President is the respondent, the written determination of the committee will be communicated to the Chair of the Regional Board of Trustees of Corning Community College and the Chair will issue a written decision indicating what action, if any will be taken. The Chair's decision will be final.

Note: All of the time limits specified in either the informal or formal resolution stage of this complaint procedure may be extended upon written notification from the Chief Human Resource Officer or designee(s) to the respondent(s) and the complainant(s).

If the complainant is dissatisfied with the decision on a discrimination complaint and appeal/grievance outcome, they may elect to file a complaint with one or more state and federal agencies.

23 Legislative Action

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

24 Duration of Agreement

Unless otherwise noted in this Agreement, all provisions will be applied as the date of ratification by both parties and will remain in effect through August 31, 2028.

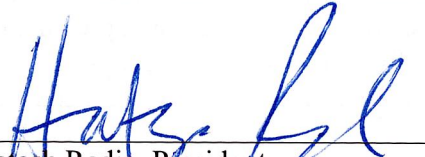
Dated this 23rd day of October, 2025 at Corning, New York

CORNING COMMUNITY COLLEGE



Kim L. Frock, Administrator in Charge

PROFESSIONAL EDUCATORS OF
CORNING COMMUNITY COLLEGE



Hatesh Radia, President

APPENDICES

Appendix A - Sabbatical Leave Application Form

To: **The Chief Academic Officer**

From: _____
(Name)

I hereby apply for sabbatical leave for (state semester/year):

Purpose of sabbatical according to the following criteria (check all that apply):

- _____ Preparation for job transfer within the College
- _____ Study related to area of specialization
- _____ Study related to field in general
- _____ Curriculum development for new programs
- _____ Development of educational media

Academic Degrees/Certificates held:

Sources and Income Planned during Sabbatical:

Plans for the sabbatical leave: highest priority will be given to those applications which in the opinion of the chief academic officer fulfill the above criteria in terms of the greater service to the College in general. The chief academic officer will rank the proposals according to the following criteria (maximum 10 points in each):

1. Evidence of the proposal's correlation with professional development
2. Benefit of the proposal to SUNY Corning Community College
3. Thoroughness of proposal package (letters of support and other supplemental documentation substantiating need/merit, personal contacts and arrangements made in preparation)

Attach detailed supplementary and supportive information using the following format for your proposal:

Sabbatical Leave Proposal Format

- I. Sabbatical Leave Objective(s)
- II. Background/Rationale
- III. Preparation to Date
- VI. Procedure(s) & Timeline
- VII. Budget
- VIII. Expected Outcomes
 - A. Professional Development
 - B. Contribution to the Division/College

Signature of Applicant

Submit to Associate Dean of Instruction by October 15

Associate Dean Letter of Support Attached		YES		NO
---	--	-----	--	----

Appendix B - Faculty Evaluations



SELF-EVALUATION

Name: _____ Submission Date: _____

Division: _____ Department: _____ Years at CCC: _____

FACULTY STATUS AT SUNY CORNING COMMUNITY COLLEGE

Initial Full-Time Appointment:

Date: _____ Rank: _____

Promotions:

Current Rank: _____ Year: _____

Rank _____ Year: _____

Rank _____ Year: _____

Tenure: _____ Year: _____

Sabbaticals and Leaves:

Sabbatical: _____ From: _____ To: _____

Sabbatical: _____ From: _____ To: _____

Leave of Absence: _____ From: _____ To: _____

Purpose of Leave: _____

Release Time Positions:

Position: _____ From: _____ To: _____

Position: _____ From: _____ To: _____

Position: _____ From: _____ To: _____

Position: _____ From: _____ To: _____

EDUCATION (COLLEGE; UNDERGRADUATE/GRADUATE)

Institution: Name: _____
City/State: _____
Dates Attended: From: _____ To: _____
Major: _____ Degree Received: _____
Minor: _____

Institution: Name: _____
City/State: _____
Dates Attended: From: _____ To: _____
Major: _____ Degree Received: _____
Minor: _____

Institution: Name: _____
City/State: _____
Dates Attended: From: _____ To: _____
Major: _____ Degree Received: _____
Minor: _____

INSTRUCTION

Evaluate your performance as a classroom instructor:

Considerations in the self-evaluation for teaching can include, but are not limited to the following:

- Courses and/or curriculum developed and/or revised during this past academic year.
- Syllabi updated this past academic year.
- Courses assessed (course or general education) this past academic year.
- Creation of a classroom atmosphere conducive to learning, including personality & other subjective judgments.
- Adoption of innovative teaching techniques.
- Student motivation and engagement techniques.
- Organization of subject matter
- Integration of theory/concepts with practical application.
- Use of instructional technology.
- Variety of methodology.
- Two (2) timely retention alerts utilizing the College-adopted tool.
- Evidence of classroom excellence, including teaching awards, honors, etc.

ADVISING

Evaluate your performance as an academic advisor:

Considerations in the self-evaluation for advising can include, but are not limited to the following:

- Participation in advising during breaks, summers, evenings, at off-campus sites, etc.
- New student advising.
- Accessibility to current and prospective students (e.g., recruitment activities).
- Evidence of regular communication with assigned advisees minimally including the following:
 1. Welcome/welcome back in the first three weeks of the fall semester.
 2. Offering advising assistance when advisors receive notification of an early alert and/or midterm alert (e.g. flag or referral)
 3. Email offering sign up for advising appointment, prior to Week 10 each semester
- Special advising and training (e.g., development advising)
- Participation in advisor workshops.
- Informal academic advising.

PROFESSIONAL DEVELOPMENT

Evaluate your professional development activity:

Considerations in the self-evaluation for professional development can include, but are not limited to the following:

- Conferences, seminars, workshops, and/or webinars attended.
- Presentations at conferences, seminars, workshops, and/or webinars.
- Membership, participation, and/or leadership in professional organizations, including any positions held.
- Grant monies and/or equipment accrued to the College
- Additional course work, including credit and non-credit.
- Degrees or certifications earned or renewed since last evaluation.
- Progress toward an additional degree.
- Continuing education credits earned.
- Research in progress or completed.
- Publications or other evidence of scholarship.

SERVICE

Evaluate your service activity:

Considerations in the self-evaluation for service can include, but are not limited to the following:

Service to the Division or Department:

- Division representative on standing or ad hoc committees.
- Duties assigned by the division or department.
- Release time responsibilities.
- Maintenance of labs and equipment.
- Serving as a liaison between college departments.

Service to the College:

- College-wide committee assignments.
- Leadership roles for the college.
- Participation in college activities.
- Examples of creative work, presentations at CCC, and consultations to campus groups.
- Student engagement activities.
- Club and student organization advising.

Service to the Community (local, state, and/or national):

- Service to develop educational, social, cultural, recreational, or economic growth of a community.
- Service relevant to professional status as a member of the college faculty.
- College representative on external review teams, advisory boards, etc.
- Leadership roles in the community.
- Membership in area clubs and organizations.

GOALS & OBJECTIVES

List your goals and objectives as you currently foresee them unfolding between now and your next formal review.

Teaching and Curricular Goals:

Goal or Objective	Anticipated Date of Completion

Advising Goals:

Goal or Objective	Anticipated Date of Completion

Professional Development Goals:

Goal or Objective	Anticipated Date of Completion

Service Activity Goals:

Goal or Objective	Anticipated Date of Completion

Signature of Faculty Member

Date

CLASSROOM VISITATION EVALUATION

Instructor _____ Course _____
 Semester _____ Academic Year _____
 Day _____ Hour _____

Submitted by _____ Evaluator _____
 _____ Title _____
 _____ Date _____

In the blanks preceding each question, use a number from 8 to 1, where eight indicates the highest score possible and one indicates the lowest. Use a ? to indicate uncertainty or not applicable.

Excellent		Good		Satisfactory		Needs Improvement		N/A
8	7	6	5	4	3	2	1	

- _____ 1. Demonstrates knowledge and mastery of subject.
- _____ 2. Has format and content of class sessions well-planned.
- _____ 3. Explains materials clearly.
- _____ 4. Emphasizes important points.
- _____ 5. Motivates and holds attention of students.
- _____ 6. Speaks clearly.
- _____ 7. Uses appropriate volume and tone.
- _____ 8. Uses appropriate speed for taking notes.
- _____ 9. Relates new class materials to previous work.
- _____ 10. Encourages questions in class.
- _____ 11. Shows respect for students.
- _____ 12. Respects alternate points of view.
- _____ 13. Offers and encourages help outside of class.
- _____ 14. Seems enthusiastic about subject matter.
- _____ 15. Uses class time effectively.
- _____ 16. Encourages critical thinking and analysis.
- _____ 17. Reacts to student viewpoints in a professional manner.

Were there circumstances beyond the control of the faculty member that may have affected the classroom performance? If so, describe them.

Describe the attitude of students in the class toward the instructor.

Evaluate the instructor's overall performance. _____

Was the evaluation announced or unannounced? _____

Did you have a preliminary conference with the instructor? _____

Did you have a post-conference with the instructor? _____

ONLINE CLASSROOM VISITATION EVALUATION

Instructor _____ Course _____
Semester _____ Academic Year _____
Class Unit Agreed Upon in Pre-Visit Meeting with Instructor _____
Days (48 hours): _____
Evaluator: _____
Title: _____
Date of post-observation conference: _____

In the blanks preceding each question, use a number from 8 to 1, where eight indicates the highest score possible and one indicates the lowest. Use a ? to indicate uncertainty or not applicable.

Excellent		Good		Satisfactory		Needs Improvement		N/A
8	7	6	5	4	3	2	1	

- _____ 1. Demonstrates knowledge and mastery of subject.
- _____ 2. Presents content in a logical progression and facilitates student interaction with/understanding of the content.
- _____ 3. Explains materials clearly.
- _____ 4. Emphasizes important points.
- _____ 5. Relates new class materials to previous work
- _____ 6. Encourages critical thinking and analysis.
- _____ 7. Respects alternate points of view.
- _____ 8. Demonstrates respect for students.
- _____ 9. Clearly identifies course resources and provides easy access to those resources.
- _____ 10. Provides explicit instructions for online activities and assignments for how to participate, when responses or submissions are expected, and how the activities are assessed. .
- _____ 11. Provides explicit instructions for interactive group discussions and/or activities for how to participate, when responses or submissions are expected, and how the activities are assessed.
- _____ 12. Encourages questions in class.
- _____ 13. Consistently demonstrates enthusiasm for the course subject matter.
- _____ 14. Creates a positive, motivating, and encouraging environment.
- _____ 15. Models effective communication techniques and netiquette
- _____ 16. Reacts to student viewpoints in a professional manner
- _____ 17. Specifies time frames within which students can expect instructor feedback.

Were there circumstances beyond the control of the faculty member that may have affected the online performance? If so, describe them.

Describe the attitude of students in the class toward the instructor.

Evaluate the instructor's overall performance. _____

ASSOCIATE DEAN'S EVALUATION FORM

Annual Evaluation/Promotion/Tenure

Faculty Member: _____ Present Rank: _____

Years in Rank: _____ Division: _____

Purpose of Evaluation _____

Each evaluator must use the following rating system:

- ▶ **EXCELLENT:** characterizing performance of high merit
- ▶ **GOOD:** characterizing performance of merit
- ▶ **SATISFACTORY:** characterizing performance sufficient to justify continuation but not to justify promotion or tenure
- ▶ **UNSATISFACTORY:** characterizing insufficient performance.

Classroom Performance:	
Rating:	
Academic Advising:	
Rating:	
Professional Growth and Activities:	
Rating:	
College and Community Service:	
Rating:	
Recommendation:	
Signature:	Associate Dean's Form
Date:	

ACADEMIC DEAN'S EVALUATION FORM

Promotion/Tenure/Annual Evaluation

Faculty Member: _____ Present Rank: _____

Years in Rank: _____ Division: _____

Purpose of Evaluation _____

Each evaluator must use the following rating system:

- ▶ **EXCELLENT:** characterizing performance of high merit
- ▶ **GOOD:** characterizing performance of merit
- ▶ **SATISFACTORY:** characterizing performance sufficient to justify continuation but not to justify promotion or tenure
- ▶ **UNSATISFACTORY:** characterizing insufficient performance.

Classroom Performance:

Rating:

Academic Advising:

Rating:

Professional Growth and Activities:

Rating:

College and Community Service:

Rating:

Recommendation:

Signature:

Date:

Academic Dean's
Form

Appendix C - Promotion and Tenure Packets

Evaluations and recommendations are to be based on both quantitative and qualitative evidence. The primary evidence to be weighed must be contained in the faculty member's evaluation/promotion/tenure packet. To it are added professional judgments as to the quality of the faculty member's teaching, professional development, and service, as applicable.

An official faculty evaluation/promotion/tenure packet shall be established and maintained for each faculty member in the office of the Associate Dean of Instruction. In principle, the record in the evaluation/promotion/tenure packet should be sufficient to document and to support all personnel decisions.

Faculty evaluation/promotion/tenure packets will be maintained in the offices of the Associate Deans of Instruction.

The faculty member's packet should contain, at the minimum, the following items:

1. A copy of the position description and other documents which describe, elaborate upon or modify one's assignment, including work plans, memoranda of understanding and subsequent letters of agreement.
2. An up-to-date VITA/Faculty Report containing a) critical dates relative to education, employment, change in status, promotion, leave of absence, etc.; b) a list of all relevant teaching and advising activity; c) a list of professional development activities; and d) a list of all service activities since the last evaluation or promotion. A tenure packet must include all activity since initial employment (in the case of those who received credit toward promotion or tenure for experience prior to employment at CCC, teaching, professional development, and service activity accrued during the credited years must be included. Faculty are encouraged to attach documentation attesting to the quality of activities listed in the VITA/Faculty Report.
3. For each semester or term since appointment or last promotion, a record of classes taught and enrollments in each, clinical assignments, significant committee assignments, and other aspects of the faculty member's plan of work. Each unit may design a simple annual reporting form ("productivity report") appropriate to the work assignments in that unit for use by all members of the unit, including the Associate Dean. The Productivity Report without supporting documentation is not in itself sufficient for evaluation purposes. The VITA/Faculty Report also includes a section for this information.
4. All other information that bears upon the quality of the faculty member's performance in all pertinent areas. This information may include, but need not be limited to, teaching evaluations, professional presentations, published materials, grant applications and awards, professional development in progress and the preparation of unpublished materials, other creative scholarship, and service to the college.
5. A self-evaluative statement by the faculty member is required.

6. Copies of past annual evaluations and any written responses is strongly encouraged.

7. Documentation attesting to quality in all categories is strongly encouraged. Faculty should note that the VITA/Faculty Report provides an outline of activity in the four major categories of teaching, advising, professional development, and service. To assist evaluators in determining the overall quality of the activities listed, faculty are encouraged to provide documentation that supports qualitative summaries of their achievement. For teaching excellence, student evaluations are one means of documenting excellence; however, review of classroom performance is equally valuable. Testimonial letters from alumni are also meaningful tributes to teaching excellence. For advising, documentation of student satisfaction with advisement, records attesting to number of advising sessions held, degree completion rates of students advised would be useful ways to document quality of advising. In the areas of service and professional development, letters of commendation for services rendered, announcements of grant awards, photocopies of certificates achieved, and other documents that reinforce the achievements are valuable aids for guiding evaluators' recommendations.

The Academic Dean's Office will periodically issue more detailed instructions for the development and maintenance of faculty evaluation/promotion/tenure packets. Those requirements may be supplemented or elaborated by college or department procedures.