

**AGREEMENT AMONG**  
**ONTARIO COUNTY BOARD OF SUPERVISORS,**  
**FINGER LAKES COMMUNITY COLLEGE**  
**BOARD OF TRUSTEES**

**AND**

**FINGER LAKES COMMUNITY**  
**COLLEGE PROFESSIONAL ASSOCIATION**

**September 1, 2022 - August 31, 2025**

Collective Bargaining Agreement Between the Ontario County Board of Supervisors, Finger Lakes Community College Board of Trustees, and the Professional Association of Finger Lakes Community College

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## AGREEMENT

This agreement is made pursuant to the Public Employees' Fair Employment Act and is entered into by and between the Ontario County Board of Supervisors and the Finger Lakes Community College Board of Trustees (hereinafter referred to as the "Employers"), and the Professional Association of Finger Lakes Community College (hereinafter referred to as the "Association").

WHEREAS, the parties have conducted negotiations and reached agreement, now, therefore

The parties agree as follows:

### **ARTICLE I**

#### **RECOGNITION**

##### **Section 1 – Bargaining Unit Definition:**

The Employers hereby recognize the Association as the exclusive bargaining representative of the following full-time unit employees:

All full-time professional staff members enumerated in the classifications contained in Article XXIV. Excluded are all positions reporting directly to the President as well as the positions of Associate Vice President of Academic Technology and High Impact Practices, Associate Vice President of Instruction, Associate Vice President of Student Affairs, Associate Vice President of Enrollment Management, Director of Public Relations and Communications, Director of Development, Director of Business Services, Controller, Director of Facilities and Grounds, Director of Campus Safety/Chief of Campus Police, Director of Athletics, Director of Enterprise Risk Management and EHS, Human Resources Generalist, Senior Human Resources Generalist, Assistant Director of Employment and Labor Relations, Assistant Director of HR Operations, Director of Professional Learning and Leadership Development, Assistant Director of Human Resources.

Full-time shall be defined as any person assigned to a bargaining unit position by the Board of Trustees on a full-time basis for at least one semester.

##### **Section 2 – New Professional Positions:**

Each new professional position created by the Employers during the term of this agreement, which by the job description reports directly to the President of the College, shall be excluded from the unit; each new professional position created which does not report directly to the President shall be included in the unit. However, all new professional positions, created during the term of this agreement, which are deemed managerial or confidential by the FLCC Board of Trustees, after the parties have met

and conferred on the appropriate placement of the positions, shall be excluded from the unit.

Section 3 – Definition of Professional:

The term “professional” as used in Section 2 above means those positions that are approved as professional by the Chancellor of the State University of New York. Members of the bargaining unit are committed to carrying out the Mission of Finger Lakes Community College with the highest degree of professionalism.

Section 4 – Non-Discrimination; Non-Strike:

The Association expressly agrees not to discriminate in representation of all of the employees within the unit, whether members of the Association or not; nor to engage in a strike, nor any other concerted refusal to work, nor to instigate, encourage or condone the same.

Section 5 – Part-time Employees; Vacancies; Grant-funded Employees:

A. For purposes of this agreement, part-time employees shall be excluded from the bargaining unit. Part-time employees shall be defined as employees regularly scheduled to work either (1) less than 360 hours during each semester for two consecutive semesters or (2) less than 1120 hours per appointment-year (12) months.

B. The Employers will make a reasonable effort to fill vacancies occurring in regular permanent positions with probationary rather than temporary appointments. It is understood, however, that temporary appointments may be appropriate for regular permanent vacancies where the vacancy occurs during the academic year and where the College needs to fill the vacancy before a full search for the best replacement can be made.

C. Employees hired into positions funded by grant or other external funding sources shall be eligible for all unit benefits, subject to the following provisions:

1. Appointments that continue year to year shall not extend beyond that period defined by the grant or external funding source.
2. Any appointments under this section shall be subject to the continuing availability of grant or external funds and may end at any time during the fiscal year.
3. Any employee covered under this section who has exceeded the five (5) year probationary period will receive an administrative appointment and be entitled to the provisions of Article XVIII, “Discipline,” except that any such employee may be removed from service under paragraphs (1) or (2) above.

4. Upon termination of the grant or external funding, should said position become funded through another source an employee covered under this section shall be entitled to said position, and shall be entitled to all benefits accrued during the grant or externally funded appointment, including credit for years of service.

Section 6 – Dues:

A. The Employers agree to deduct from the salaries of each employee covered by this agreement an amount of money in payment of the uniform dues of the Association for any member of the Association who has authorized in writing on a form mutually agreed to by the parties provided that said deduction card is in the possession of the Employers. The initial document approving dues deduction executed by the employee at initial time of hire shall be deemed valid for the employee's tenure with the Association. The deduction shall be made in nineteen (19) equal installments with deductions commencing the first pay of the academic year. Members who terminate their employment prior to the fiscal year end will be assessed a pro-rated portion to be deducted by the college from the member's last pay period.

B. The Employers further agree to transmit said deductions to the Association each effective pay period. The Association agrees that it will certify to the Employers in writing the dues rate to be effective for the following academic year prior to September 30 of each year. The Association hereby agrees to hold the Employers harmless for any and all liability or damages it may sustain as a result of making the payroll deductions provided for in this Article.

C. Cost of Service Fee: To provide for the fair and equal distribution of the financial burden of negotiating for the members of the bargaining unit and administering the agreement so negotiated, the Association shall be entitled to have deducted from the wage or salary of the employees in the bargaining unit who are not members of the Association, an amount equal to the dues of the Association, upon presentation of dues deduction authorization cards signed by individual employees. Such deduction shall be made, as for other Association members, on payroll deduction upon presentation to the College of the non-member's name. The deduction of any fee does not constitute Association membership. All paperwork must be received by September 30 of any calendar year.

The Association will maintain a rebate procedure, a copy of which is available on request, for portions of the fee objected to as being used to aid activities or causes only incidentally related to terms and conditions of employment.

## **ARTICLE II**

### **LEAVE OF ABSENCE WITHOUT PAY**

#### **Section 1 – Procedure; Benefits While on Leave:**

An employee desiring an unpaid leave of absence for a definite period of time not exceeding one (1) calendar year shall submit a written request, outlining in detail the purposes for which the leave is requested, to the appropriate Cabinet Member who will transmit the request to the President of the College. The President shall forward the request with a recommendation to the Board of Trustees whose decision regarding granting or denial of the leave shall be final and not subject to the grievance or arbitration procedures. Employees on an unpaid leave of absence shall not accrue any salary nor fringe benefits, but shall be entitled to continuance in insurance and retirement programs (where the terms and conditions of the programs permit payment by individuals) by contributing in advance all necessary payments as agreed upon between the employees and the Finance Office of the College.

#### **Section 2 – Not Considered Time Worked:**

A leave granted pursuant to Section 1 above shall not be considered as time worked for any purpose including, but not limited to, salary determinations and fringe benefits, nor will such time be considered as time worked in any decision where years of service is a factor, except as provided in Section 4 below.

#### **Section 3 – Extending Leave; Failure to Return:**

If an employee wishes to extend the leave of absence the employee must reapply as defined in Section 1. The failure of an employee to return to work on the date approved when the leave was granted shall result in termination of employment as of that date.

#### **Section 4 - Compensation Upon Return:**

When a unit member returns from leave of absence without pay the employee shall be compensated at the rate of pay the employee would have received had the employee not taken a leave.

## **ARTICLE III**

### **PROFESSIONAL LEAVE (SABBATICAL)**

#### **Section 1 – General:**

A professional leave of absence may be granted by the Board of Trustees upon

the recommendation of the President in order to improve an employee's professional ability, thus enriching the College's program. Such leaves may be granted for formal education, research, writing, study or other experience which the Board of Trustees believes will increase an individual's professional competence.

#### Section 2 – Eligibility:

Employees who have completed six (6) years of continuous full-time service at the College will be eligible to receive a professional leave of absence. Periods of unpaid leave approved by the College shall not be counted in determining the six (6) year total but shall not be deemed an interruption of continuous service.

#### Section 3 – Forms Required:

An eligible employee who desires a professional leave shall submit to the designee of the College administration and to the Professional Affairs Committee a written request (on forms to be supplied by the Association) a minimum of three (3) months prior to the start of the desired leave time.

#### Section 4 – Compensation During Sabbatical:

Professional leave shall be compensated at the rate of full pay for two (2) months (42 working days) or half pay for four (4) months (84 working days). Such leave may be taken in consecutive days or distributed intermittently throughout the academic year. An employee on professional leave may enter into employment or contract their services only upon the approval of the President. In any such case, or in the case any other income provided from an outside source, which may be used for the personal benefit of the unit member, the compensation provided by the college shall be decreased by such amount. However, where less than full pay is provided by the Employers no such decrease shall be invoked until such additional income combined with the amount paid by the Employers exceeds the employee's full normal compensation for the period during which the leave is taken. While on professional leave, an employee shall be entitled to all insurance and retirement benefits and shall accrue sick leave. Employees who are entitled by terms of this contract may accrue and utilize annual leave during professional leave.

#### Section 5 – Decision of the Board:

After a meeting between the designee of the College administration and the Professional Affairs Committee, each shall submit all applications listed in order of preference to the College President no later than fifteen (15) days after the final application dates listed in Section 3 above. The President shall forward a maximum of four (4) applications per calendar year that the President deems meritorious to the Board of Trustees, with recommendations. The decision of the Board regarding the granting or denial of any such leave shall be given to applicants reviewed by the Board no later than two (2) months following the application time frames listed in Section 3

above. The decision of the Board shall be final, and no grant or denial of a leave under this Article shall be subject to the grievance or arbitration procedure.

Section 6 – Agreement Required:

Any employee granted a professional leave shall be required, as a condition of receiving the leave, to execute an agreement providing that the employee shall not voluntarily terminate employment with the College for at least one (1) year following the completion of a professional leave. If an employee fails to satisfy this requirement, the employee shall be liable for any compensation and the value of all fringe benefits provided by the College during the leave period.

Section 7 – Reporting:

At least once during the professional leave period and again within the three (3) months following the completion of the professional leave, the employee shall submit to the designee of the College administration a detailed report of leave progress and accomplishments. These reports should follow the outline attached hereto as Appendix A.

Section 8 – Additional Sabbaticals:

An employee who has taken a professional leave shall become eligible to receive another such leave only after having completed five (5) years of continuous full-time service from the date of return from their last professional leave.

**ARTICLE IV**

**JURY & MILITARY DUTY**

Section 1 – Jury Duty:

An employee selected for Jury Duty or subpoenaed for a court proceeding to which the employee is not a party shall receive paid leave where attendance is required by the court on a regularly scheduled workday. Employees on such leave will remit to the College all remuneration received for jury duty, with the exception of money paid for the reimbursement of travel and parking. Employees requesting payment for jury duty must notify their Department Chairperson and appropriate Cabinet Member immediately upon receipt of a subpoena for jury duty.

The employee will cooperate with the Employers in a request for deferral of jury duty whenever, in the Employers' judgment, such a request is necessary.

## Section 2 – Military Duty:

Employees covered by this agreement shall be granted leave for military service in accordance with the then existing provisions of State and Federal law. An employee who takes a military service leave shall comply with the following requirements:

- (a) The employee shall notify their immediate supervisor and the Chief Human Resources Officer or designee in writing as far in advance of required military assignment as possible but not later than the first available opportunity following receipt of military orders or other official notification of assignment. A copy of military orders must be provided to the Chief Human Resources Officer or designee.
- (b) An employee who takes a military leave shall be responsible for presenting to the Chief Human Resources Officer or designee an official record of time spent in active military service in the event the employee is entitled to payment from the college for that time.
- (c) The employee will cooperate with the Employers and request deferral of military duty whenever, in the Employers' judgment, such a request is necessary.

## **ARTICLE V**

### **BEREAVEMENT LEAVE**

#### Section 1 – Five Paid Leave Days:

In the event of death of one of the following members of an employee's family: spouse, parent (including foster or step), child (including foster or step), sibling (including foster or step), or household member residing in the employee's home, the employee shall be granted five (5) paid leave days.

#### Section 2 – Three Paid Leave Days:

In the event of death of one of the following members of an employee's family: grandparent, grandchild, mother or father-in-law, sibling's spouse, child's spouse, the employee shall be granted three paid leave days.

## **ARTICLE VI**

### **FIELD TRIPS**

Written requests for student field trips, with or without expenditures, shall be

processed in accordance with the policies and procedures set forth in the Finger Lakes Community College Travel Manual.

## **ARTICLE VII**

### **EVALUATION**

#### **Section 1 – Frequency of Evaluation:**

A written evaluation of the unit member will be completed at least once each year during the term of the probation period. After the unit member has satisfactorily completed the probationary period and has attained an administrative appointment, an evaluation will be conducted at least every five (5) years.

#### **Section 2 – Evaluation When Necessary:**

Notwithstanding Section 1, above, unit members may be evaluated whenever deemed necessary by the administration.

#### **Section 3 – Review and Filing:**

After each written evaluation, the immediate supervisor shall discuss the written evaluation with the unit member and each shall sign the evaluation at that time in recognition of having seen and discussed it, but such signature shall be not construed as agreement or disagreement with such evaluation. Such evaluation shall be placed in the unit member's official personnel file located in the Human Resources Office.

#### **Section 4 – Written Response:**

A unit member shall have the right to have a written response attached to the evaluation placed in their official personnel file located in the Human Resources Office within thirty (30) days of receipt.

#### **Section 5 – Review of Evaluations Process:**

The current evaluation instrument shall be used until the Parties mutually agree on a revised evaluation process.

The Parties agree to meet and confer by September 1, 2020, to develop a revised comprehensive evaluation system, including forms, tools and instruments, to be used for unit members during their probationary term and for those who have attained their administrative appointment.

## **ARTICLE VIII**

### **OFFICIAL PERSONNEL FILES**

#### **Section 1 – Right to Review File:**

The College shall maintain one official personnel file for employees covered by this agreement. Employees shall be entitled to review their own official personnel file with the exception of pre-employment material and reference material prepared by the College in response to a request from other Employers. Such pre-employment and reference material shall be utilized only for internal College purposes or for transmittal to the requesting Employers. An employee may review their official personnel file at a time mutually convenient to the employee and the College. At the time of review, the employee may have a Professional Association representative present.

The Professional Association member may petition the Chief Human Resources Officer to have material alleging misconduct or incompetence removed after a term of three (3) years from the date the material was placed in the file. The Chief Human Resources Officer will make a recommendation to the President, who will inform the petitioning employee of the College's decision. The decision of the President is final and not subject to the grievance procedure. The Professional Association member may petition the Chief Human Resources Officer again after three years if the College declines the initial petition.

#### **Section 2 – Notification of New Material:**

The Employers will provide automatic notification of and copies of items that are added to the official personnel file. The employee shall have the opportunity to submit a written rebuttal. Such notification shall not be required for documents related to routine benefit forms.

## **ARTICLE IX**

### **MISCELLANEOUS**

#### **Section 1 – Association Meetings:**

The Association shall be permitted to hold a meeting each month during any common hour schedule by the College, provided the meeting does not interfere with an employee's duties. Additional meetings during the common hour may be permitted at the discretion of the College President.

#### **Section 2 – Copies of Agreement:**

Copies of this agreement shall be reproduced by the college and made available to all unit members.

### Section 3 – Intersession, Summer Session, and Overload Credit Courses:

Employees covered by this agreement who in the judgment of the College administration are qualified shall be given a preference over part-time and temporary personnel for intersession and summer session credit courses, and for overload credit courses providing that such overload does not interfere with a unit member's normal workload assignment.

### Section 4 – Independent Study:

When Independent Study program is approved by the Vice President of Academic and Student Affairs, the unit member shall be compensated at a rate equal to the amount of tuition paid by the student for the Independent Study program, or equivalent tuition if the program is undertaken by a full-time student. Independent Study programs will be excluded from all other workload and compensation policies specified in this agreement. Unit members will be compensated upon completion of the program after certification by the Student Records Office that a final grade for the student has been submitted by the unit member.

In the event that the student withdraws before completion of the Independent Study course, the unit member's compensation shall be the amount of tuition retained by the College upon the student's withdrawal.

### Section 5 – Academic Rank:

New hires on or after September 1, 1994, shall not have academic rank conferred on them by the Board of Trustees or by the President. Employees hired prior to September 1, 1994, who have been granted academic rank shall retain that rank as an honorary designation.

### Section 6 – Direct Deposit:

All employees shall receive their pay by direct deposit to the financial institution(s) they select. The deduction shall be made in a uniform amount, and the Association agrees to hold the Employers harmless for any and all liability or damages the Employers may sustain as a result of making the deductions provided for in this Section.

### Section 7 – Early Retirement:

The parties agree to explore the subject of early retirement during the course of this agreement and will reopen the contract in the event agreement is reached on an early retirement plan, for the purpose of incorporating said plan into the agreement.

### Section 8 – Emergency Closing:

If the College Administration cancels classes at any college site, bargaining unit members assigned to duty at that site will not be expected to report to work. The issue of emergency closing shall be referred to the Labor Relations Committee.

### Section 9 – Tuition Waiver:

- A. All members of the bargaining unit shall be permitted to register for and attend, tuition free, any credit or non-credit course offered by the College provided space exists and provided that such attendance in no way interferes with their official duties.
- B. During the term of this agreement, the dependent children and/or spouses of all unit members will be provided a tuition waiver upon enrollment as full or part-time students.
- C. Only available class space is to be used for this program, and it is understood and agreed that no new sections shall be created, and no staff shall be added to comply with the Employers' obligations under this section.
- D. To qualify for a tuition waiver, eligible employees and dependents up to age 26 must file applicable federal and state financial aid applications for each year of enrollment, unless they have previously attained a bachelor's or higher-level degree. External state and federal financial assistance will be applied to reduce the total tuition bill before the tuition waiver is applied. In the case of FLCC scholarships or grants, the Tuition Waiver is applied first, before any other FLCC scholarships or grants.

### Section 10 – Tuition Reimbursement:

The College will reimburse a unit member 75% of tuition cost, up to \$3,000 per academic year for job related courses or degrees. A Tuition Reimbursement Plan Approval Request form must be completed and approved by the supervisor and Chief Human Resources Officer or designee before enrolling in the course. Upon successful completion of the course with a grade of "C" or better, the unit member will submit a copy of the grade and course payment receipt to the Chief Human Resources Officer or designee for reimbursement. The College will not provide reimbursement for courses taken for general enrichment, or courses unsuccessfully completed.

### Section 11 – Professional Improvement:

An employee desiring to attend a conference, workshop, institute, seminar or professional meeting shall submit a request to their immediate supervisor explaining the

nature, time, place and anticipated expense of the scheduled event. Such request shall be forwarded from the immediate supervisor with their recommendations to the Cabinet Member whose approval or disapproval shall be final and not subject to any grievance or arbitration. A Professional Improvement Fund in the amount of \$25,000 shall be available on an annual basis for these approved activities.

The Chief Human Resources Officer or designee will serve as a liaison for the administration. The Professional Development Committee will report to the College its decision making for the distribution of the monies from the Professional Improvement Fund.

Unit members shall suffer no reduction in salary when attending conferences, workshops, institutes, seminars and professional meetings. The College agrees to pay the approved expenses of the unit members who have approval to attend such activities, according to the College's Travel Policies and Procedures.

#### Section 12 – Resignation/Retirement Notification:

As a professional courtesy, members resigning or retiring from their positions shall give notice in writing to the college, at least thirty days prior thereto.

#### Section 13 – Online Learning:

A. For purposes of this agreement, online learning shall be defined as the offering of any credit course through the SUNY Online Course Delivery System in which the instructor is physically separated in time or space from some or all students. The Parties to this agreement recognize and acknowledge that the responsibility and authority for establishing the criteria for and the process by which online learning courses are planned, developed, scheduled, conducted and revised as well as additional professional development rests solely with the Provost, who may delegate such tasks as is appropriate.

1. No unit member shall be required to teach an online learning course.
2. Employees who develop a new online course will be permitted to teach said course at least twice before another member is selected to teach the same course, providing the member desires to teach the course and is able to do so. In the case where two or more employees have developed the same course, the decision on who will teach in subsequent semesters will be made by the Provost.
3. During the semester in which an online learning course is developed, employees will be compensated in the form of a cash payment at the overload rate. Cash stipends for course development will be paid over the pay periods during the semester in which the course is developed.
  - a. Compensation for the development of SUNY Online Course Delivery System courses will be equal to the number of contact hours of the course being

developed.

b. Such compensation shall apply only when the member is developing a course which will be carried on the SUNY Online Course Delivery System for the first time or when the member is substantially revising a course which has already been presented on the SUNY Online Course Delivery System by another member. The determination as to whether an existing SUNY Online Course Delivery System course is in need of substantial revision shall be made by the Provost in consultation with the Assistant Vice President of Academic Technology and High Impact Practices and appropriate department chair prior to the assignment of the course to an employee.

c. Final assignment of SUNY Online Course Delivery System courses to employees is made at the discretion of the Provost, in consultation with the appropriate department chairs, in keeping with the provisions of this Agreement.

4. If an online learning course is cancelled the first time it is offered, the member who has been paid for the course development will commit to offering the course for each of the next three semesters or until the course has enough students to run, whichever comes first.

5. In subsequent semesters, the Provost will confer with the course instructor and the appropriate department chair to establish the maximum number of students who will be admitted to each online learning course.

6. Enrollments in online learning courses shall not exceed the usual and customary numbers of students enrolled in similar courses taught in a traditional classroom setting on the College campus.

7. The member who develops the online learning course will retain the copyrights to the outline, assignments, discussion questions, lecture notes, and other course materials, which items shall become the intellectual property of the employee. In recognition of the financial assistance provided by the College for the development of the course, the College shall have a royalty-free, unrestricted license, in perpetuity, which shall entitle the College to use, edit, and update said materials at no cost to the College. The College, however, may not sell said materials to a third party without the written consent of the employee. The employee shall hold the College and the county harmless for any claims of infringement by the employee in the development of the course, and the College and county shall make a good faith effort to assist the employee, as owner of the copyright to the course, in protecting that copyright against infringement by others.

8. The College agrees to provide members with the following support in the development and presentation of online learning courses:

a. The College will provide appropriate hardware and software to the member during the development and presentation of Internet-based courses as needed by the individual.

b. The College will ensure that appropriate training is available.

B. This agreement shall apply to online learning activities only and shall not be construed as setting a precedent for any other area of the academic program.

## **ARTICLE X**

### **BOARD OF TRUSTEES - ASSOCIATION COMMUNICATIONS**

The Association shall be provided with a current copy of the schedule of all regular meetings of the Board of Trustees. The Association may add to the agenda of regular public meetings of the Board of Trustees items of mutual concern between the College and the Association, provided such items are submitted, in writing, to the College President at least fifteen (15) days in advance of the meeting. Items which concern mandatory subjects of bargaining, or which could arguably involve a grievance under this agreement shall not be appropriate items for addition to any meeting agenda.

## **ARTICLE XI**

### **THE WORK SCHEDULE**

#### **Section 1 - Twelve Month Employees:**

The basic work week shall be 37.5 hours per week which shall be scheduled in a manner as to reasonably accommodate the particular needs of the Office, Division or Department.

#### **Section 2 - Ten Month Employees:**

The basic work week for ten (10) month employees shall be 37.5 hours per week which shall be scheduled in a manner as to reasonably accommodate the particular needs of the Office, Division or Department.

Provisions of this section shall apply to all ten (10) month employees hired after January 1, 1992.

The academic year begins on September 1 and ends on August 31.

Other than provided below, all ten-month unit members shall not be required to

be available for any duties on scheduled holidays or recesses.

A. Employees in Academic Departments

Ten (10) month employees assigned to academic departments shall work the academic year which shall consist of two semesters, spring and fall. The maximum number of workdays will not exceed seventy-eight (78) days per semester, and up to an additional thirty (30) days to be arranged with the appropriate department chairperson and may include days immediately preceding and/or immediately following each semester, January inter-session and June pre-session. Days will be arranged, annually, with the appropriate department head prior to June 1 or in the case of new employees, at the time of hire.

Unit members shall be available for meetings and other administrative or planning duties during each semester and/or on days immediately preceding the first day of classes for each semester. All such days shall be developed with the academic calendar and will not exceed eight (8) days per academic year, and not more than five (5) per semester.

B. Employees in Non-Academic Support Departments

Ten (10) month employees assigned to a support department shall work a maximum of one hundred eighty-six (186) days per academic year. Days will be arranged, annually, with the appropriate department head prior to August 1 or in the case of new employees, at the time of hire.

Section 3 - The Academic Calendar:

A. Calendar

Finger Lakes Community College operates according to an annual fiscal year calendar that begins on September 1 each year and ends on August 31 of the succeeding year. The Academic Calendar is a part of the fiscal year calendar and as such identifies various dates, including but not limited to, the beginning and end of classes in each academic term (fall and spring semesters and winter and summer terms), course drop/add and withdraw deadlines for tuition refund eligibility and the closing dates for other administrative actions, holiday breaks and other days when classes do not meet or when the College is closed, and other dates. (See Sections 1 and 2 of this Article for Academic and Non-academic Employee Work Schedule definitions.)

B. Development of Calendar

The academic calendar shall be developed by the Vice President of

Academic and Student Affairs with input from the Faculty Alliance, the FLCC Unit of CSEA, the Professional Association and will be consistent with all conditions of this contract. The Vice President, prior to recommending the calendar to the President, shall provide a copy thereof to the President of the FLCC Professional Association, the Chairperson of the Labor Relations Committee of the Faculty Alliance and the President of the FLCC Unit CSEA. The Vice President will then recommend the calendar to the President by December 15 and the necessary changes will be made by February 15. The calendar shall contain the proper number of days to effectively orient, register, instruct, evaluate and graduate students and is subject to the regulations prescribed by the State University of New York and the State Education Department, and all relevant contractual provisions set forth in this Agreement.

#### Section 4 – Compensatory Time/Overtime Pay:

Unit members shall be available for work during all normal office hours. In acknowledging the basic work week (Article XI, Sections 1 and 2), the parties recognize that professional staff may at times exceed the basic work week due to the demands of the College calendar and their work assignments. In instances when unit members exceed the basic work week up to two and one-half (2 ½) hours, they may choose to receive compensatory time or paid time equal to those hours. In cases when the normal work demands occasionally exceed the basic work week of the unit member by more than two and one-half (2 ½) hours per week the unit member may choose to receive compensatory time or paid time calculated rate of one and one half (1 ½) times the hours worked. In these instances, the hourly rate is calculated on the base salary of the unit member.

Accumulated compensatory time must be used within ninety (90) days from the time it is earned unless otherwise approved by a supervisor for reasonable cause.

Written approval of the appropriate Cabinet Officer must precede the assignment of the extra hours.

#### Section 5 – Extra Duty Compensation:

A unit member may agree, with the approval of the appropriate Cabinet Member, to undertake extra duties in addition to or in place of their normal workload.

If a unit member receives a temporary appointment to a vacant position caused by resignation or other extended leave, the employee will receive an increase of six (6) percent above their current base salary or the minimum salary for the vacant position, whichever is greater, for the duration of the temporary appointment.

Section 6 – Miscellaneous:

- A. Employees covered by this agreement will be required to participate in the Commencement Ceremony.
- B. Unit members covered by this agreement shall attend convocation, assemblies or other activities during normal working hours as required by the administration.
- C. In addition to the workdays scheduled herein, persons beginning employment for the first time at the college will be required to attend orientation prior to the start of the Fall semester.
- D. The Association President shall be released from their normal working schedule for seven- and one-half hours per week for union business.
- E. Four Day Work Week

If the College elects to operate on a four-day work week during the summer period, they will notify the Professional Association Unit by January 31. Twelve-month employees are expected to work their normal 37.5 hours over a four-day period. Vacation days for those who elect a four-day week will be valued at one and one quarter days each.

However, in lieu of this schedule employees may elect to:

- (1) Continue to spread their 37.5-hour week over the five-day period; or
- (2) Work four 7.5-hour days and apply vacation accrual to the fifth day or receive compensation for that week for only 30 hours.

By June 1 employees will elect their option for the four-day week and report that option to the payroll office.

Section 7 – Work Schedule Assignment:

No unit member shall be assigned regular duties on more than five days in any week. A week shall be defined as the period beginning Sunday at midnight and ending the following Sunday at midnight. Except when stated in a position job description or in the initial terms of employment, no unit member may be assigned regular evening or Saturday duties without the consent of the member.

Section 8 – Visit Days:

Professional staff whose job description or initial terms of employment requires regular Saturday duties shall be scheduled to attend, participate in and support the College's Visit Day recruitment events held on one Saturday during the Fall Semester and one Saturday during the Spring Semester, with specific dates determined in accordance with Section 3(B) of this Article, Development of the Academic Calendar. Professional staff who are not regularly assigned Saturday duties per their job description or initial terms of employment may opt to attend, participate in and support such Visit Day recruitment events. For this purpose, and notwithstanding the language of Article XI, Section 4 and Section 7, any member who participates in the College's Visit Days as described in this section shall receive compensatory time for each event as follows, and to the extent consistent with applicable labor laws:

<b><u>Hours Worked</u></b>	<b><u>Compensatory Time Received</u></b>
Up to 2.5	0.5 day
3.0 to 5.0	1.0 day
5.5 to 7.5	1.5 days
Greater than 7.5	2.0 days

Earned compensatory time shall be used within ninety (90) days from the time it is earned unless otherwise approved by a supervisor for reasonable cause.

## **ARTICLE XII**

### **PAST PRACTICES**

Employee benefits that have been established by past practice, specifically wages, hours and conditions of employment, which are not in conflict with this agreement, and which are not specifically provided for by this agreement, shall remain in effect until changed by written policy statement from the President of the College. The President shall state their reasons for any major policy change and shall provide written notice to the Association ten days in advance of the effective date of any such policy change.

## ARTICLE XIII

### **REORGANIZATION/VACANCIES**

#### Section 1 - Professional Involvement in Change:

It is recognized that changes in the ways the College organizes for and delivers professional services will occur during the life of this Agreement. To address any future possible change, the parties may agree that the mutual interests involved would best benefit from collaborative study or problem solving.

For purposes of this section, the President of the College and their designee(s) and the Executive Committee of the Association (or other designees of the Association President) shall meet regularly and as needed to consider issues with respect to proposed changes within the college affecting terms and conditions of employment prior to their implementation.

#### Section 2 - Re-organizational Advancements:

In the event the College President and/or the Board of Trustees create a structural reorganization of the positions within the bargaining unit, the following conditions shall apply:

The College President may unilaterally advance unit members to positions of greater responsibility without the posting of a vacancy if the College President deems it to be in the best interest of the College. Such advancement shall be deemed appropriate if the individual being advanced is given (1) a significant increase in work duties and/or responsibilities; (2) an appropriate advancement in title and job description; and (3) placement on an increment that achieves a minimum of a six percent (6%) increase above the employee's current base salary or the minimum for the position, whichever is greater.

#### Section 3 - Vacancies:

If a vacancy exists, either by the creation of a new position by action of the Board of Trustees or the College President; by the resignation, retirement, or demise of a unit member; or, by the consolidation of positions, and, if a search is convened for the purpose of filling that vacancy, said position shall be posted and filled in accordance with the College's hiring policy and procedure.

The Association, among others of the College, will be represented on the search and selection committee for the hiring of the President, Vice President, and all other FLAG (Finger Lakes Administrative Group) positions.

## ARTICLE XIV

### THE GRIEVANCE PROCEDURE

#### Section 1 - Policy:

Both parties recognize the importance of an orderly clearly defined procedure to resolve differences which may arise from an alleged violation of the provisions of this agreement or the interpretation or application thereof. This procedure is established so that such grievances may be resolved promptly, on an orderly basis, in an equitable manner, and without coercion, restraint, or reprisal.

#### Section 2 - Definitions:

- 2.1 A grievance is any claimed violation, misinterpretation or inequitable application of any of the terms and conditions of this agreement.
- 2.2 An aggrieved party shall mean any unit member or group of unit members who file a grievance.
- 2.3 The term days shall mean all days during which the College is open for business, whether classes are scheduled or not.
- 2.4 An informal presentation shall mean an oral statement by the unit member of his grievance.
- 2.5 A formal presentation shall be a written statement of the grievance signed by the unit member.
- 2.6 The Cabinet Member shall refer to the Cabinet Member having jurisdiction over the aggrieved party.
- 2.7 The President shall mean the President of Finger Lakes Community College.
- 2.8 Parties of Interest shall mean any person the College or the Association may request to attend a joint meeting of the Parties for the purpose of discussing a contractual grievance dispute, by virtue of:
  - 1) Knowledge of factual information that is directly relevant and material to the matter in dispute about which they may be called upon to speak; or
  - 2) Position of authority with either the College or Association requiring their attendance during the discussion of the matter of the contractual grievance dispute.

### Section 3 - General Procedures and Principles:

- 3.1 An aggrieved party may be represented at all meetings and hearings, at all steps and stages in the grievance and arbitration procedure, by representative(s) designated by the Association.
- 3.2 Each written grievance shall include the name and position of the unit member affected by the alleged grievance, the article and section of this agreement involved in the grievance, the time and place where the alleged events or conditions constituting the grievance existed or occurred, the identity of the party allegedly responsible for causing the existence of the events or conditions, if known, and a statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.3 Nothing contained in this article shall be construed as limiting the right of a unit member having a grievance to discuss the matter informally with any appropriate member of the administration or settling the grievance at any stage of these procedures so long as the said settlement is not in conflict with this agreement and meets with the approval of the Association President.

### Section 4 - Time Limits:

- 4.1 Any alleged grievance shall be deemed waived and shall not be entertained unless presented at the first available stage within twenty (20) days after the aggrieved party knew or should have known of the act or condition on which the grievance is based.
- 4.2 If an aggrieved party fails to appeal an unsatisfactory disposition of the grievance to the next step of the procedure within the specified time limit, the grievance will be deemed to be discontinued and further appeal shall be barred.
- 4.3 Failure at any step of the grievance procedure to communicate a decision to the aggrieved party within the time limit specified shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allotted had the decision been communicated on the final day.
- 4.4 The time limits provided herein may be extended by mutual agreement in writing.

### Section 5 - Grievance and Review:

5.1 Stage 1: Informal

- (a) Within twenty (20) days after the aggrieved party knew or should have known of the act or condition on which the grievance is based, the aggrieved party and the Association shall present the grievance in writing on the agreed upon form to their reporting Cabinet Member with the objective of resolving the matter informally. At this time the aggrieved party shall tell the Cabinet Member and the Chief Human Resources Officer or designee that they are in Stage 1 of a grievance.
- (b) Within ten (10) days after such discussion the Cabinet Member shall give their answer to the aggrieved party in writing to the grievant and the chair of the Grievance Committee.

5.2 Stage 2: President

- (a) If the grievance is not resolved informally, the grievant and the Association shall present the written grievance to the President within ten (10) days after the Cabinet Member has given their answer in 5.1 (b) above.
- (b) Within fifteen (15) days thereafter the President shall meet with the aggrieved party, the employee's representative and all other parties in interest including a representative from the Grievance Committee of the Professional Association and all other parties in interest. Within ten (10) days after this meeting, the President will render a written decision to the aggrieved party and the employee's representative and the chair of the Grievance Committee.

5.3 Stage 3: Board of Trustees

- (a) If the aggrieved party is not satisfied with the decision at the conclusion of Stage 2 and wishes to proceed further, the aggrieved party shall, within ten (10) days after the conclusion of Stage 2, present the grievance in writing to the Board of Trustees.
- (b) Within fifteen (15) days after the receipt of the appeal, the Board or its duly authorized representative shall meet with the aggrieved party, the employee's representative, a Professional Association Grievance Committee Representative, and all other parties in interest.
- (c) The Board shall render a decision in writing to the aggrieved party,

the employee's representative, and the Professional Association Grievance Committee Representative within ten (10) days after the conclusion of the meeting.

5.4 Stage 4: Arbitration

- (a) If the grievance is not resolved at Stage 3 and the aggrieved party wishes to pursue the grievance to arbitration, the aggrieved party shall so notify the Association. If the Association determines that the alleged grievance is meritorious, then, no later than fifteen (15) days after the Board has rendered its decision at Stage 3 above, the Association shall submit a written notice to the Board of its intent to proceed to arbitration.
- (b) Simultaneously with the delivery of the written notice to the Board, the Association shall submit a Demand for Arbitration to the President of the College and the County Attorney requesting assignment of an arbitrator from a permanent list of mutually agreed to arbitrators.
  - (1) When the Association submits a Demand for Arbitration, the selection of an arbitrator from the permanent panel shall be on an alternating basis commencing with the first Demand being filed with the first name on the list which is next in rotation to hear the case.
  - (2) The selection of arbitrators shall rotate among those listed in such a manner as to ensure that the same arbitrator is not at the beginning of each list.
  - (3) If, upon receipt of a demand for arbitration, the first arbitrator on the list upon whom the demand is served is unable to schedule a hearing within 45 days, the Parties shall contact the next arbitrator.
  - (4) If, upon receipt of a demand for arbitration, the second arbitrator on the list upon whom the demand is served is unable to schedule a hearing within 45 days, the Parties shall contact the next arbitrator.
  - (5) The arbitrator who at this time in the procedure offers the first acceptable date shall be so designated to hear the case.
  - (6) In the case that any of the arbitrators are no longer able to hear cases, the Parties will have thirty (30)

days to mutually agree upon replacements.

(7) If an arbitrator declines to serve or asks to be withdrawn from the list, the Parties shall mutually agree on a replacement.

(8) The timelines herein may be waived only by mutual agreement of the Parties in writing.

- (c) The Permanent List of arbitrators is found in Appendix B of this Agreement. The list of arbitrators shall be maintained at no fewer than five (5) and shall be updated from time to time. Either Party may strike one (1) Arbitrator from this list during the term of this Agreement.
- (d) Each Party shall be responsible for compensating its own representative and witnesses. If the Parties mutually agree to have a verbatim record of the proceeding made, the cost will be shared equally by the Parties.
- (e) The arbitrator shall have no power or authority to add to, subtract from or modify any provision of this agreement or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The arbitrator's decisions shall be final and binding. The arbitrator shall hear the issues and make decisions binding on all Parties on all issues. The services of the arbitrator shall be paid for by the Professional Association and County/College in equal amount. The arbitrator's decision shall be in writing and rendered no later than thirty (30) days after the conclusion of the hearing or the submission of Parties' post-hearing briefs, whichever is later.
- (f) No arbitrator shall decide more than one (1) grievance on the same hearing except by mutual agreement in writing between the Association and the Board of Trustees.

## **ARTICLE XV**

### **FRINGE BENEFITS**

#### **Section 1 – HEALTH INSURANCE:**

COVERAGE: The College shall exit FLASHP and effective July 1, 2022, the College shall offer the following plans under Excellus. The employer contribution shall be 90% of the base plan and there shall be two buy-up options.

1. Blue Point Option, \$15 Co-pay including the three-tier prescription plan (\$5, \$20, \$35). Unit members shall contribute the difference between the employer contribution to Healthy Blue \$40/\$60 and the plan cost of Blue Point Option.
2. Healthy Blue, \$25/\$40 Co-pay including the three-tier prescription plan (\$5/\$25/\$50). Unit members shall contribute the difference between the employer contribution to Healthy Blue \$40/\$60 and the plan cost of the Healthy Blue \$25/\$40 option.
3. Healthy Blue: \$40 / \$60 co-pay including the three-tier prescription plan (\$5, \$35, \$70). The employer contribution rate for Healthy Blue \$40/\$60 shall be 90%.
  - A. Beginning in the first full pay period after 9/1/2022 and the first full pay periods of the 2022-2023, 2023-2024 and 2024-2025 academic years, a \$450 annual cash allowance shall begin to be paid on a biweekly basis to unit members participating in the college's health insurance program.
  - B. New coverage shall become effective on the first premium payment date following the date of employment providing the unit member has completed the required application forms.
  - C. If a unit member is covered by a family or two-person policy in their spouse's name and the spouse has no premium costs, the College is not required to provide a health insurance policy. If there is a cost to the spouse, the member is entitled to a single plan in accordance with all the terms of this Article or to a taxable benefit of 50% of the premium costs for the least expensive single contract in effect at that time. This does not include a spouse who is an employee of the College.
  - D. A unit member who is on an unpaid leave of absence or has exhausted paid leave but whose employment has not been terminated shall be eligible for the above coverage only if the employee contributes the full cost thereof to the College Human Resources Office. In addition, any unit member who is covered by this agreement who retires shall be eligible to continue the above coverage by remitting the full cost of the health plan to the College Human Resources Office each month.

#### Section 2 – Dental Insurance:

The Employers shall provide single dental coverage, without charge, to each member, who shall have the option to purchase family coverage through payroll deduction. The parties understand and agree the Employers shall in good faith attempt to provide dental benefits comparable to Blue Shield Smilesaver.

### Section 3 - Life Insurance:

The College shall provide term life insurance coverage in an amount equal to an individual's annual base salary to the nearest \$500. The coverage shall be provided only to active employees or employees on a paid leave of absence taken pursuant to this agreement. However, any employee who is covered by this agreement who retires, or is on unpaid leave, shall be eligible to continue the above coverage by remitting the full cost of the life insurance plan to the College Human Resources Office.

### Section 4 - Disability Insurance:

The College shall provide disability insurance coverage for employees covered by this agreement under the terms of the existing Teachers Insurance Annuity Association (TIAA) group total disability insurance policy, or its substantial equivalent. This coverage shall be provided only to active employees or employees on paid leave of absence taken pursuant to this agreement.

### Section 5 - Flexible Spending Accounts (FSA):

The College shall maintain a Section 125, Parts a, b and c (flexible spending account) for each member of the bargaining unit. The administration cost of the FSA shall be borne by the College.

### Section 6 – Health Insurance Review Committee:

The Parties agree to establish a review committee for the purpose of investigating alternatives to the health insurance plan(s) provided in this Agreement. The committee shall consist of union and College representatives and shall meet at mutually agreeable times, at least quarterly. Any change in the health insurance provided by this contract must be approved by the union membership, the Finger Lakes Community College Board of Trustees, and the Board of Supervisors of Ontario County, and implementation of a new health insurance program as provided above, shall only take place by mutual agreement of the Professional Association and the Employers.

### Section 7 – Wellness Programs:

The parties agree to jointly, through a wellness committee created for the purpose, attempt in good faith to develop regular, consistent and effective wellness programs for employees, such as, but not limited to, biometric screening, physical fitness programs, lunch and learn programs, and smoking cessation.

## **ARTICLE XVI**

### **MATCHING PROGRAM, TAX DEFERRED SAVINGS**

Effective September 1, 2006, the Employers will match employee contributions for all unit members to either the existing Tax Deferred Savings Program for Community Colleges plan in accordance with §403b of the Internal Revenue Code, with the current providers unless modified by the Board of Trustees, or to such other plan as may be required by law and regulation, dollar for dollar up to 2% of employee wages. The Employers reserve the right to establish reasonable rules, not in conflict with the collective bargaining agreement, for the administration of this benefit, including but not limited to allowing one deferral amount change per year, per employee.

To carry out the purpose of Article XVI, namely, to provide a fund for employees to address health and medical costs following separation from college service, and to accomplish the Employers match to a tax-deferred fund in spite of SUNY representations that such a matching program may not be instituted by a community college and its employee organizations through collective bargaining or any other means, the parties agree as follows:

Effective September 1, 2006, and retroactive thereto, the college will increase the gross base wage of any employee participating in the plan in an amount equal to the amount of the employee's tax deferred contribution to an approved tax-deferred annuity program, to a maximum of 2% of the employee's gross base wage. Such college contributions are made to match each payroll contribution, without retroactive application due to contribution rate changes effected by the employee, and the college agrees to pay any required Employers payroll taxes on the amount of the increase. All legally mandated payroll deductions, such as child support or wage garnishments, shall be applied as required. Vesting shall be immediate.

## **ARTICLE XVII**

### **MANAGEMENT RIGHTS**

#### **Section 1 – Statement of Rights:**

The Board of Supervisors and the Board of Trustees, separately and collectively, hereby retain the sole right to manage the College, its business and services, including but not limited to the right to decide the number and location of businesses, services, and teaching operations, the business, service and teaching operations to be conducted and rendered, including the methods used therein, the right to control the buildings, real estates, materials, parts, tools, aides, machinery and all equipment which may be used in the operation of its business or in supplying services, the right to determine whether and to what extent the work required in operating the business and supplying the services shall be performed by employees covered by this agreement; the right to

maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend, and discharge employees; to hire, layoff, assign, transfer, promote and determine the qualifications of employees; to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided in this agreement, or provided by law.

Section 2 – Limited Only by Specific and Express Terms:

The exercise of these rights, powers, authority, duties and responsibilities and the adoption of such rules, regulations and policies as they deem necessary in the management, direction and administration of all operations and activities of the College shall be limited only by the specific and express terms of this agreement.

Section 3 – Not All-Inclusive:

The above rights of the Board of Supervisors and the Board of Trustees are not all inclusive but indicate the types of matters or rights which belong to and are inherent to the Board of Supervisors and the Board of Trustees. Any and all rights, powers and authorities held prior to entering this agreement are retained by the Board of Supervisors and the Board of Trustees, except as expressly and specifically abridged, delegated, granted or modified by this agreement.

Section 4 – Flexible Work Arrangements; Trial Program:

The College acknowledges that it is operating a Trial Program for Flexible Work Arrangements for a one-year period through the end of the Fall 2022 semester. The College retains the management right to determine whether to renew this program. The applicability of the Trial Program for Flexible Work Arrangements, and/or any determinations made by the College under that Program, are not subject to the grievance or arbitration procedures outlined in this contract.

Should the College choose to renew the Trial Program after its one-year expiration, this provision shall sunset in its entirety at the end of this contract term.

**ARTICLE XVIII**

**DISCIPLINE**

Unit members who have received their administrative appointments shall not be subject to disciplinary action or removal from service except for incompetence, neglect of duty, insubordination, or misconduct. Conviction of a felony may be the basis for removal from service only when a sufficient nexus to the unit members' job duties can be established by the College.

The Parties to this Agreement recognize the importance of counseling and the principle of corrective / progressive discipline. However, it is mutually understood that some offenses, violations and/or acts of misconduct are so serious that the College's response must not be limited to the progressive discipline procedure. In such cases, more severe disciplinary action, including suspension with or without pay and/or termination, may be warranted for first offense.

The measures listed below are presented to identify and explain the preliminary means to address unsatisfactory work performance and unacceptable conduct as well as to identify avenues for remediation or review of such action.

It is understood that this Article in its entirety is not subject to the grievance or arbitration procedures outlined in this contract.

#### Progressive Discipline:

The following procedures shall apply for all unit members who have attained administrative appointment in their bargaining unit position.

The primary goal of the College in implementing the following measures is corrective and not merely punitive. By engaging in progressively more severe measures of corrective discipline for the same or similar offenses, the College will make a good faith attempt to clearly convey to the unit member that their performance needs to substantially improve in order to retain their position with the College.

#### A. Non-Disciplinary Levels of Action:

The following levels of action are not considered to be disciplinary in nature and are not subject to the disciplinary procedures found in Section C of this Article.

1. Verbal Counseling. Generally, as the initial step in dealing with a performance deficiency, the immediate supervisor will attempt to resolve the matter informally through verbal counseling with the unit member in a private meeting during which time the unit member's job performance and/or conduct will be discussed. The immediate supervisor will identify the College's expectations for avoiding future action by the College.

The verbal counseling is not recorded in the official personnel file. However, a brief statement confirming the subject matter discussed and the agreed-upon course of action to correct the problem can be noted in a short memo to the unit member.

If some progress is seen, this step may be repeated.

2. Written Counseling and Corrective Interview. If the unit member does not respond to verbal counseling and the unsatisfactory work performance or

unacceptable conduct continues, the immediate supervisor may conduct another meeting with the unit member to review the performance or conduct at issue and to inform the unit member of the necessary actions to prevent further occurrences. The unit member has the right to representation at the meeting by a Grievance Committee representative of the Professional Association. The unit member will be presented with a written memorandum documenting the unsatisfactory work performance or unacceptable conduct and notifying the unit member that future occurrences may be subject to disciplinary action, up to and including, termination.

The unit member will acknowledge receipt of the memorandum by signing the document. A copy of the memorandum will be placed in the unit member's official personnel file. The written counseling may be rebutted within fifteen (15) working days upon receipt of the written counseling memorandum by the unit member. Written rebuttals, if any, will be filed in the official personnel file and affixed to the written counseling memorandum.

- B. Disciplinary Levels of Action: The following levels of discipline are punitive in nature and will be enlisted by the College if the unit member fails to respond to the previous actions outlined above, or if the unit member engages in such misconduct that warrants immediate discipline. Such actions are communicated to the unit member in a written Notice of Discipline from the supervising Cabinet Member and the Chief Human Resources Officer or designee or other appropriate College Officer, which shall include the reasons therefore.

Note: The Disciplinary Procedures that will be followed prior to the implementation of these levels of disciplinary action, including the Peer Review Committee, are found in Section C of this Article.

- 1) Written Reprimand – If the unit member does not respond to the written counseling (the unsatisfactory work performance or unacceptable conduct continues) the unit member will be informed, in writing by the appropriate administrator that the unit member failed to remediate work behavior to an acceptable degree.

The appropriate administrator will conduct a meeting with the unit member to inform the employee of the necessary actions to prevent future occurrences. The unit member has the right to representation at the meeting by a Grievance committee representative of the Professional Association.

The appropriate administrator will present the unit member with a written Notice of Discipline – Written Reprimand that includes:

- A statement about the past, reviewing the unit member's history with respect to the problem;

- A statement about the present, describing the who, what, when, etc. of the current situation, including any explanation the unit member has provided;
- A statement about the future, describing expectations and the potential consequences of continued failure to improve their job performance or conduct, including further disciplinary action.

If necessary, this step may be repeated.

The unit member will acknowledge receipt of the “Notice of Discipline – Written Reprimand” by signing the document and a copy will be placed in the unit member’s official personnel file. The written reprimand may be rebutted within fifteen (15) working days from the date of receipt by the unit member. Such rebuttal, if any, will be placed in the unit member’s official personnel file and affixed to the written reprimand.

The unit member may appeal the Notice of Discipline – Written Reprimand by submitting a request to the President within fifteen (15) working days of receipt of the Notice of Discipline – Written Reprimand. The President will review the rebuttal and will issue their final and binding determination in writing to the unit member and the President of the Professional Association within fifteen (15) working days.

- 2) Suspension With or Without Pay – If the unit member does not respond to the written reprimand (the unsatisfactory work performance or unacceptable conduct outlined in the Notice of Discipline – Written Reprimand continues) the reporting Cabinet Member may propose a serious penalty affecting the member’s professional remuneration in the form of an unpaid suspension from work for such variable periods of time, as days, weeks, months, a semester or semesters, not to exceed to one (1) academic year.

The reporting Cabinet Member will conduct a meeting with the unit member and present the employee with a written Notice of Discipline – Suspension, to inform the employee of the reasons for the proposed suspension, the duration thereof, and whether such leave is paid or unpaid. The unit member has the right to representation at the meeting by a Grievance committee representative of the Professional Association.

The unit member will acknowledge receipt of the “Notice of Discipline – Suspension” by signing the document. The unit member shall be allowed no less than fifteen (15) working days to answer the same in writing. The Cabinet Member will review the unit member’s responding statement and make a final recommendation for disciplinary suspension to the President of the College within fifteen (15) working days from receipt of the unit member’s responding statement. A copy of the Cabinet Member’s final recommendation for disciplinary suspension will be sent to the unit member and to the President of the Professional Association.

Suspensions without pay are subject to the full Disciplinary Procedures found in Section C of this Article, including appeal to the Board of Trustees.

Note: In certain circumstances the College may determine to suspend a unit member with pay, pending further investigation. If the College finds no basis to support any disciplinary action against the unit member, all documentation related to the suspension shall be expunged from their official personal file.

3. Termination – The Cabinet Member may recommend the discharge of a unit member from their continued employment with the College in the following instances:

- a. incompetence,
- b. neglect of duty,
- c. insubordination,
- d. misconduct, or
- e. conviction of a felony where the College can establish a sufficient nexus between the crime and the unit members' job duties.

The Cabinet Member will conduct a meeting with the unit member to review the performance deficiencies or misconduct at issue. The unit member has the right to representation at the meeting by a Grievance Committee representative of the Professional Association. The Cabinet Member will present a written Notice of Discipline-Termination at such meeting documenting the unsatisfactory work performance or unacceptable conduct and the proposed date of the termination.

The unit member shall be allowed no less than fifteen (15) working days to answer the same in writing. The Cabinet member will review the unit member's responding statement and make a final recommendation for termination to the President of the College within fifteen (15) working days. A copy of the Cabinet Member's recommendation will be sent to the unit member and to the President of the Professional Association.

All documentation of terminations becomes a record in the unit member's official personnel file. Terminations are subject to the full Disciplinary Procedures found in Section C of this Article, including appeal to the Board of Trustees.

C. Procedures for Disciplinary Levels of Action in Section B of this Article:

1. PEER REVIEW COMMITTEE.

The Peer Review Committee shall be a standing committee comprised of a panel of a maximum of eight (8) unit members elected by the Professional Association and will include the Professional Association's Vice President of Labor Relations. The membership of the Peer Review Committee will be selected from the unit

members of the Association at large, who have attained their administrative appointment, during annual elections for officers and other committee memberships. By accepting appointment to the Peer Review Committee, unit members accept the responsibility to maintain confidentiality as they review and discuss colleagues' personnel information.

The Peer Review Committee process will take place prior to the President of the College responding to the final recommendation of the Cabinet Member for the College's suspension without pay or termination of a unit member. This process may be requested by the unit member by notifying the Chief Human Resources Officer and the President of the Professional Association, in writing, within fifteen (15) working days of receipt of the Cabinet Member's final recommendation for such disciplinary actions. By requesting the Peer Review Committee process, the unit member authorizes the Peer Review Committee to review their official personnel file, and any other relevant supporting documentation the unit member submits to the Peer Review Committee in defense of the charges alleged against the unit member by the College.

Upon receipt of a unit member's request for the Peer Review Committee procedure, the Association and the College shall collaboratively select five (5) members of the panel to serve on the Committee, with the Professional Association's Vice President of Labor Relations acting as head of the Committee, for a total number of six (6) Committee members serving for each such appeal by a unit member. The Professional Association's Vice President of Labor Relations shall be a non-voting member.

The Peer Review Committee will have fifteen (15) working days to review the College's charges against the unit member, the supporting documentation from the unit member's official personnel file plus relevant documentation submitted by the unit member in their defense of the charges alleged by the College. The Peer Review Committee may schedule any interviews of relevant parties it deems appropriate to clarify the Committee's understanding of the charges against the unit member and the appropriateness of the proposed disciplinary action. The interviews conducted by the Peer Review Committee shall be conducted in private session(s).

Following the above review, the President of the College will meet with the Peer Review Committee to discuss its findings with respect to whether the proposed disciplinary action against the unit member is warranted.

2. DECISION BY PRESIDENT OF THE COLLEGE. Within fifteen (15) working days of meeting with, and reviewing the decision of, the Peer Review Committee, the President of the College will then render their decision in writing to the unit member and the President of the Professional Association regarding whether the proposed disciplinary action will be imposed. The decision of the President of the College shall be subject to appeal before the Board of Trustees.

3. APPEAL BEFORE THE BOARD OF TRUSTEES. Any unit member aggrieved by the President's decision may appeal to the Board of Trustees, provided that the request for appeal is submitted to the President of College in writing within fifteen (15) working days following receipt of the President's decision. In any review of the President's decision, the Board shall base its decision on the documentary evidence provided to, or obtained by, the Peer Review Committee, and any follow-up findings of that Committee made at the request of the President of the College.

The decision of the Board of Trustees shall be final and will be provided in writing to the unit member and the President of the Professional Association within ten (10) working days of the date of the appeal.

4. SUSPENSION PENDING DETERMINATION. If the President deems it to be in the best interest of the College, a unit member upon whom disciplinary charges have been served may be suspended by the President, with or without salary, pending final action upon such charges. If a unit member so suspended without salary is subsequently reinstated to the employee's position and received a disciplinary action that is less than a suspension without pay, the unit member shall receive their back pay for the salary the employee would have received during the period of unpaid suspension.
5. FAILURE TO APPEAL TO THE PEER REVIEW COMMITTEE. If the unit member served with a Notice of Discipline fails to request a review before the Peer Review Committee, the President of the College may, after receiving the recommendation of the Cabinet Member, take such action, if any, as deemed advisable.

## **ARTICLE XIX**

### **SICK LEAVE**

#### **Section 1 – Days Per Year:**

Employees shall be allowed up to ten (10), or in the case of regular twelve months appointments, twelve (12) sick days per year, accumulative to a maximum of one hundred and eighty (180) days. Employees may use four (4) sick days per year as personal leave. Personal days are not cumulative from year to year.

#### **Section 2 – Credit & Accumulation:**

This leave will be credited and accumulated at the rate of one (1) day per calendar month beginning September 1 of each calendar year. Newly hired employees shall be credited their first year's sick leave days at the beginning of the academic year.

These leave days are earned, however, on a monthly basis i.e., one (1) day per month. If an employee terminates their employment before the end of the academic year, the employee shall reimburse the College for any leave days that were utilized but unearned. Newly hired employees who begin employment after September 1 shall be credited their first year's sick leave days on a prorated basis for the full months remaining in the academic calendar.

#### Section 3 – Returning After Sick Bank Eligible Illness:

Employees returning to service after an illness that may be sick leave eligible in accordance with Section 11, below, shall be credited six (6) sick leave days upon returning to employment. These leave days are accrued, however, on a monthly basis, i.e., one (1) day per month. If an employee terminates their employment before the end of the academic year, the employee shall reimburse the College for any leave days that were utilized but not accrued.

#### Section 4 – Definition of Sickness:

Sickness for purposes of this Article shall mean that the employee is sick and unable to work on a regularly scheduled workday for which they request payment for sick leave, either as result of illness or injury. Sickness shall not include a voluntarily incurred disability but may include illness related to pregnancy.

#### Section 5 – Physician's Statement:

The College may require the employee to provide an FMLA medical certification when the employee is away from work due to incapacity according to the FMLA definition of incapacity.

When the Administration believes that sick leave days are being utilized for unauthorized purposes, it may require an employee, as a condition of payment, to submit a statement from their physician certifying the nature of the illness. When continuous sick leave exceeds five (5) workdays, the employee may be required to submit a physician's statement indicating the nature of the illness and the probable period of disability so the College can make arrangements for providing substitutes. Where continuous sick leave exceeds thirty (30) calendar days, the employee may be required to submit to physical examinations at reasonable times by a physician selected and paid by the Employers.

#### Section 6 – Extended Sick Leave:

Any employee who has been absent from work due to sickness in excess of their available sick leave shall immediately apply for a Leave of Absence without pay under Article II of this agreement.

### Section 7 – Half-Day Segments:

Sick leave may be taken in half-day segments.

### Section 8 – No Pay in Lieu of Sick Leave; Exceptions:

There shall be no pay or other benefits in lieu of unused sick leave, except a member who was employed by the College as of August 31, 1992 and, on the effective date of this Agreement, has ten years' service or more shall be paid sixty percent of the amount of the employee's salary as of August 31, 1992 times the number of days of unused sick leave, as of August 31, 1992, to be paid during the first full payroll period after execution of this Agreement. A member's salary as of August 31, 1992, shall be determined by dividing final base salary as of August 31, 1992, by 180 for teaching faculty and other members on the same work schedule and 260 for educational support personnel. The sick days accumulated as of August 31, 1992, will be frozen, and each member will be viewed as starting over with regard to sections one and two of this article.

### Section 9 – Notice of Anticipated Sick Leave or Disability:

Employees who anticipate illness or disability, such as elective surgery, pregnancy, etc., shall notify the appropriate College Officer as soon as possible.

### Section 10 - Family Leave:

An employee may use accumulated sick leave for illness of family members and household members. The College may require the employee to provide an FMLA medical certification when the employee is away from work due to the illness of family members and household members according to the provisions of the FMLA. An employee requesting to use more than five (5) consecutive days for this purpose shall verify the necessity thereof to the Chief Human Resources Officer or designee, subject to an appeal to the College President. The President's decision on such shall be final and not subject to the grievance procedure.

### Section 11 - Sick Leave Bank:

A sick leave bank will be established for the members of the bargaining unit of the Professional Association of Finger Lakes Community College. Membership in the sick leave bank will be voluntary. New Unit members must decide whether or not to participate in the sick leave bank within thirty (30) days of employment. An employee electing to participate in the sick leave bank will contribute 7.5 hours from the employee's sick leave accumulation. Only such members will be eligible to use sick bank time. Contributed hours are non-refundable.

Upon voluntary separation from service, a unit member may contribute up to ninety (90) accrued but unused sick hours to the Sick Leave Bank, to a maximum bank

of 1687.5 hours.

Unit members shall have thirty (30) days from the beginning of each academic year to revise their enrollment status (opting in or out) in the sick leave bank. All requests to change enrollment status must be in writing and will be effective only when filed with the Chief Human Resources Officer or designee within the timeframe noted above.

Other than those sick leave days contributed by new enrollees, no new days will be added to the sick leave bank until it has been depleted to three hundred (300) hours or less. At such time all members of the sick leave bank will be automatically assessed 7.5 hours. This process will be repeated at any future time the bank is again depleted to three hundred (300) hours.

The Sick Leave Bank Committee will be comprised of the Chief Human Resources Officer at the College (or designee), and the Professional Association's Vice Presidents (Vice President and Vice President for Labor Relations). The President of the Professional Association may designate an alternate member of the committee if needed.

To be eligible for an award from the sick leave bank, the unit member must meet all of the following criteria:

1. Be legitimately ill or disabled for a minimum of five (5) consecutive workdays;
2. Have completely exhausted all of their own accrued leave time (vacation and sick days);
3. Have a disability or illness that is not currently covered under New York State Workers' Compensation Law.
4. Must provide an authorized release of medical information form for Sick Bank Leave Committee access.

All applications to utilize the sick leave bank must be submitted in writing to the Chief Human Resources Officer or designee. A medical report from the unit member's physician, including an estimate of probable length of disability and a prognosis for a date of return to work, is required as a condition for use of the bank. Except in cases of extreme emergency, the medical documentation must be provided in advance of the Sick Leave Bank Committee's deliberations. Additional medical reports may be requested if necessary for the decision-making process. The Chief Human Resources Officer or designee is designated as the custodian of all medical information which shall be held as confidential and released to Sick Leave Bank Committee for determination of award for sick time.

The Chief Human Resources Officer or designee shall serve as a convener of the committee at appropriate times to review applications for awards. The committee shall be convened as soon as possible, but no later than five (5) business days from the receipt of the application. The Chief Human Resources Officer or designee shall also

serve as secretary for the committee and shall provide written notice of the committee's decision to both the applicant and the Controller.

Awards, when approved, may be granted up to four hundred fifty (450) hours. Extension of the 450-hour award may be possible up to a maximum of nine hundred (900) total work hours, subject to the approval of the Sick Leave Bank Committee. Sick leave days will only be granted for scheduled workdays. The actual number of days granted from the sick leave bank will correspond to the actual sick time taken by the unit member during the period of documented illness/disability, including 1-hour increments and/or for non-consecutive days of absence.

[For example: Sick Leave Bank days are granted for scheduled workdays only. A ten (10) month employee who has one hundred eighty-six (186) annual workdays spread over twelve (12) months would be limited in the applicable days. If such an employee is scheduled to work twelve (12) days in June, only twelve (12) Sick Leave Bank days could be granted for the month of June.]

An employee who has used nine hundred sick leave hours from the bank must return to work for eight (8) work weeks before a further application will be considered. Vacation and sick leave time accrued by the unit member while utilizing the sick leave bank must be used to minimize sick leave days drawn from the bank.

Should the unit member's illness or disability be determined at a later date to be compensable under New York State Workers' Compensation Law, the College will be responsible for restoring any utilized days to the Sick Leave Bank at the Workers' Compensation Rate (66 2/3).

The decision of the Sick Leave Bank Committee shall be final, and no award or denial of an award under this Article shall be subject to the grievance or arbitration procedure.

The Chief Human Resources Officer or designee shall prepare and direct to the attention of the President of the Professional Association, a confidential summary report on sick leave bank awards and status, on or before October 15 and April 15 each year.

The Parties specifically agree that all decisions concerning the award of sick leave days under this provision of the Agreement shall be made without regard to the unit member's race, color, national origin, religion, creed, age, disability, sex, gender identity, gender expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, marital status, domestic violence victim status, or criminal conviction and will remain confidential.

#### Section 12 – Paid Parental Leave

When a member has been approved for FMLA for the birth or adoption of a child, the member shall be eligible to receive ten (10) days of paid parental leave, to be used within one year following the date of birth or adoption.

**ARTICLE XX**

**ANNUAL LEAVE FOR  
TWELVE-MONTH EMPLOYEES**

**Section 1 – Days Per Year:**

Regular twelve-month employees covered by this agreement shall be granted 21 working days as paid annual leave per year, to be earned at a rate of 1.75 days for each month of employment.

Additional leave days will be granted accorded to the following schedule:

<u>Completed Years of Service</u>	<u>Additional Days</u>
12	1
14	1
16	1
18	1
20	1

Days shall not accumulate beyond the number currently permitted.

**Section 2 – Taking Earned Annual Leave:**

At the discretion of the appropriate College officer, employees may be permitted to take earned annual leave at any time.

**Section 3 – Half-day Segments:**

Annual leave shall be used in segments of not less than 1/2 day.

**Section 4 – Accumulation; Carry Over:**

A unit member may carry over 21 Annual Leave days from one college budget year to the next. An employee may submit a written request to the Chief Human Resources Officer or designee for approval to carry over nine (9) additional days.

**Section 5 – Separation from Service:**

When a unit member leaves service, they shall be paid for all earned annual leave that has not been taken.

**Section 6 - Annual Leave Exchange Program:**

Employers will allow buyback of unused annual leave every quarter in the fiscal

year. Members who have accumulated more than ten days of annual leave may relinquish up to five whole-day segments of annual leave each fiscal year (fiscal year begins September 1st and ends August 31st) for the cash equivalent according to the following terms:

- a. Leave balances shall be as of the beginning of the last payroll in each quarter in the fiscal year (1st Quarter = Sept. 1–Nov. 30; 2nd Quarter = Dec. 1–Feb. 28; 3rd Quarter = March 1–May 31; 4th Quarter = June 1–Aug. 31) according to Human Resources/Payroll Department records.
- b. Employees will request the annual leave exchange payment on forms developed for this purpose by the College, and shall be relinquished one week before the beginning of the first payroll in each calendar quarter in the fiscal year.
- c. Time relinquished is payable at the rate effective at the beginning of the first payroll of the calendar quarter, and is not returnable to the employee.
- d. Payments will be made during the first full payroll in the next calendar quarter in the fiscal year, except in the case of separation from service, in which case employees will be paid in the normal manner.
- e. To qualify for the program, employees must have had no periods of unpaid leave in the twelve month period immediately preceding the application, to be verified by the department head.

## **ARTICLE XXI**

### **HOLIDAYS**

#### **Section 1 – Holidays:**

Bargaining Unit members will receive 13 1/2 paid holidays. Christmas, New Year's, Martin Luther King Day, Memorial Day, Juneteenth, Independence Day, Labor Day and Thanksgiving shall be observed on their traditional days, and the remainder will be determined by the College calendar. This section shall not apply to employees whose work schedule is governed by the Academic calendar nor employees whose appointment does not normally require attendance during a period of holiday observance.

If a designated holiday falls on a Saturday or a Sunday, and is not observed on an alternative day, the employees will receive a floating holiday in its place.

#### **Section 2 – Holiday Pay:**

Each employee who is required to work on a holiday shall receive the holiday pay and have one of the following options:

1. Receive time and one half (1 ½) of the employee's straight timely hourly rate for all hours worked on a holiday
2. Or an employee may elect to take compensatory time at one and a half (1 ½) times the hours worked.

## **ARTICLE XXII**

### **RETRENCHMENT**

#### **Section 1 – Definition:**

Retrenchment is defined as the termination of the appointment of a unit member with the exception of those on probationary or temporary appointment as a result of lack of funding, a reduction in student enrollment, or curtailment of programs and/or services.

#### **Section 2 – Anticipation & Notice:**

If the President reasonably anticipates that retrenchment may be necessary, the President shall immediately advise the Professional Association. The Executive Committee of the Professional Association shall be afforded the opportunity to meet with the President of the College for the purposes of presenting alternatives to retrenchment and/or to discuss the need for retrenchment. It is understood that the administration will make every effort to eliminate the use of overloads, probationary and other temporary employees (excluding student employees and temporary employees hired for less than thirty (30) days), and adjunct faculty in a given discipline, department or division before retrenchment is considered in any of the above areas.

#### **Section 3 – Criteria:**

If the President of the College, after meeting with the Executive Committee of the Professional Association, decides to pursue retrenchment, the President shall indicate within five (5) days in writing the criteria that will be used to identify the retrenched individual. All relevant performance factors being equal, seniority within a discipline shall govern in the event of retrenchment. Unit members whose positions are to be retrenched during the following year shall be notified by the President in writing no later than December 15. Where circumstances were not foreseen or conditions which are beyond the control of the Employers indicate the necessity for retrenchment, failure to comply with the December notification provision will not prevent the initiation of retrenchment procedures.

#### Section 4 – Hiring Preference:

A retrenched unit member shall have hiring preference for any full-time or part-time vacancy, for which the member is qualified, that exists at the time of retrenchment or for any subsequent vacancy for a period of four (4) years from the effective date of the retrenchment.

If the retrenched unit member's position is reinstated during the period of four (4) years from the effective date of the retrenchment, the retrenched unit member will be given the first opportunity to be rehired. A unit member reinstated to the original retrenched position shall be compensated at the salary rate the employee received when the retrenchment occurred plus any general increases in staff salaries that were granted in the interim. The period of the employee's retrenchment will be deducted from the employee's seniority, which will be calculated from the employee's original date of hire for the period of employment.

If the unit member returns to the recalled position the unit member shall be entitled to the employment status the employee left, i.e. probationary or administrative appointment.

The Employers will provide the retrenched unit member assistance in obtaining a professional position.

#### Section 5 – Retraining:

If retrenchment occurs, and the retrenched unit member desires retraining, the unit member may choose either A or B below:

- A. The Employers will consider the retrenched unit member for the following benefits:
  - (1) Use of college development funds for education and/or retraining;
  - (2) Professional leave, provided that the retrenched unit member and the Employers have agreed upon a program of retraining which will reasonably result in the individual's being rehired by the Employers;  
or
  - (3) The retrenched unit member may be considered for the benefits of Article 9, Section 9, tuition waiver, for four (4) years from the date of retrenchment.

- B. In the event the retrenched unit member does not receive benefits under A, or elects not to seek such benefits, the Employers agree to reimburse the retrenched unit member up to \$300.00, upon presentation of a receipt within six months of retrenchment, for any payment which said member may make for career counseling and job development analysis.

At the end of the retraining period, the unit member who makes use of any of these options shall be given preference for appointment to a position in a new area for which the member is qualified.

Section 6 – Review:

The Association and the Employers agree to meet and confer during the term of the agreement on issues of retrenchment, and Article XXII of the contract may be modified during the term of this agreement by mutual consent of the parties.

**ARTICLE XXIII**

**PROBATIONARY AND ADMINISTRATIVE APPOINTMENTS**

Section 1 – Probationary Appointment:

Employees covered by this agreement shall serve a five (5) year probationary period. It is understood and agreed between the Association and the College that probationary employees may be terminated in the sole discretion of the College and without recourse to this agreement or any administrative or court review. The probationary period may be extended by the mutual written consent of the Association and the College.

If a unit member receives a mutually agreed upon one year extension of the five (5) year probation, the employee will be extended the Right to Notice provision.

Section 2 – Probationary Appointment - New Position Within the College:

Once a unit member has received an administrative appointment and accepts a new position at the College, the employee will serve another two (2) years of probation in that position with the Right to Notice provision.

If a unit member accepts another position during the first five (5) year probationary appointment:

- a. If the position change(s) occurs before the third anniversary of the date of hire, the member will be required to successfully complete the balance of the original probation to complete five (5) years before receiving an Administrative Appointment.

- b. If the position change(s) occurs after the third anniversary of the date of hire but before the administrative appointment, the member will be required to successfully complete an additional two years of probation from the date of the change of position. The portion of the probation to the completion of the fifth year from the original date of hire is covered by the terms normally applying to original probationary appointments. The portion of probation after the fifth year from the date of hire is covered by the Right to Notice provision.
- c. The probationary period may be extended by the mutual written consent of the Association and the College.

### Section 3 – Right to Notice:

The primary goal of the College in implementing the following measures is corrective and not merely punitive. By engaging in progressively more severe measures of corrective action for the same or similar offenses, the College will make a good faith attempt to clearly convey to the unit member that their performance needs to substantially improve in order to retain their position with the College. This good faith attempt includes following the measures under Article XVIII, Discipline, Section(s): A.1. Verbal Counseling, A.2. Written Counseling and Corrective Interview and B.1. Written Reprimand.

### Section 4 – Administrative Appointment:

Bargaining unit members of the Professional Association who have satisfactorily passed their probationary period shall receive a permanent/continuing appointment to their respective positions.

Such employees shall continue to hold their positions during good behavior, competent and efficient service and shall not be disciplined or removed from service except for incompetence, neglect of duty, insubordination, or misconduct. Conviction of a felony may be the basis for removal from service only when a sufficient nexus to the bargaining unit members' job duties can be established by the College.

See Article XVIII, Discipline, for the procedures to be followed for the discipline / removal of bargaining unit members with administrative appointments.

### Section 5 – Procedure for the Granting or Denial of Administrative Appointment:

During an employee's first probationary year the employee will be notified no later than nine (9) months following their effective day of employment as to whether the employee will be re-employed for the following probationary year.

During an employee's second through fourth probationary years, the employee

shall be notified no later than six (6) months after the anniversary date of the employee's appointment as to whether the employee shall be appointed to an additional probationary year.

During an employee's fifth probationary year, the employee shall be notified no later than six (6) months after the anniversary date of the employee's appointment as to whether the employee shall be granted an administrative appointment.

If the Board of Trustees resolves not to grant an administrative appointment upon completion of an employee's probationary period, the employee affected shall be entitled to request a hearing before the Board of Trustees for the purpose of reviewing such action, provided that the request for review is submitted to the President in writing within ten (10) days following notification of the Board's action. In any review of a denial of an administrative appointment status, the Board of Trustees shall base its decision on the performance evaluations and other materials contained in the employee's official personnel file.

**ARTICLE XXIV**

**SALARIES**

**Section 1 – Classification and Salary Schedules:**

There shall be a base salary and additional increments for each Professional Association group as listed below:

**Group A**

Increment Value:	\$2,200 (12 month)		
<b>Year:</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
Range:	12 Month	12 Month	12 Month
Low:	\$65,008	\$65,008	\$65,008
High:	\$96,135	\$96,135	\$96,135

**Positions Included:**

- Associate Controller
- Bursar
- Campus Center Director
- Coordinator, Administrative Computing Services
- Coordinator, IT Services, and Instructional Technology
- Director of Academic Advising, Career and Transfer Services
- Director of Academic Success and Access Programs
- Director of Admissions
- Director of Concurrent Enrollment
- Director of Financial Aid
- Director of Information Systems
- Director of Library Learning Resources
- Director of Marketing and Enrollment Communications
- Director of Student Health Services
- Director of Student Life
- Director of Workforce and Career Solutions
- Enterprise Technology Coordinator
- Network Administrator

One-Stop Center Director  
Systems and Database Administrator

**Group B**

Increment Value:	\$2,000 (12 month)		
<b>Year:</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
Range:	12 Month	12 Month	12 Month
Low:	\$53,663	\$53,663	\$53,663
High:	\$82,976	\$82,976	\$82,976

**Positions Included:**

Adult Literacy Education Coordinator  
Assistant Director of Development  
Assistant Director of Online Learning  
Assistant Director of Student Success (PACE)  
Assistant Director of Tutoring and Learning Support  
Associate Director of Assess, Plan and Continuous Improvement  
Automated Systems & Technical Services Librarian  
Coordinator of Emergency Medical Services  
Coordinator of Viticulture and Wine Technology  
Director of Grants Development  
IT Programmer Analyst  
Web Services Coordinator

**Group C**

Increment  
Value:                    \$1,800 (12 month)  
                              \$1,500 (10 month)

<b>Year:</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
Range:	12 Month	12 Month	12 Month
Low:	\$48,516	\$48,516	\$48,516
High:	\$75,893	\$75,893	\$75,893
	10 Month	10 Month	10 Month
Low:	\$40,430	\$40,430	\$40,430
High:	\$64,911	\$64,911	\$64,911

**Positions Included:**

Assessment and Academic Data Coordinator  
Assistant Director of Athletics  
Assistant Director of Concurrent Enrollment  
Assistant Director of Marketing and Creative Services  
Assistant Director of Student Life  
Assistant Director of Workforce and Career Solutions  
Campus Center Assistant Director  
Career Services Coordinator  
Digital Content Specialist  
Instruction and Assessment Reference Librarian  
K-12 Student Success Liaison  
Manager of Instructional Technology Services  
Manager Instructional Technology Systems  
Manager of Technical Support Services  
Muller Field Station Assistant  
Senior Professional Academic Advisor  
Senior Professional Academic Advisor – Registration  
Technical Theatre and Auditorium Manager



**Group E**

Increment  
Value:                    \$1,500 (12 month)  
                                 \$1,250 (10 month)

<b>Year:</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
Range:	12 Month	12 Month	12 Month
Low:	\$43,613	\$43,613	\$43,613
High:	\$68,598	\$68,598	\$68,598
	10 Month	10 Month	10 Month
Low:	\$36,345	\$36,345	\$36,345
High:	\$58,833	\$58,833	\$58,833

**Positions Included:**

- Academic Technology Specialist
- Conservation Education Outreach Coordinator
- Custom Training Specialist
- Data Analyst
- Instructional Designer
- Instructional Specialist, 10-month
- IT Specialist
- Junior IT Systems Programmer
- Media Production Specialist
- Microcomputer Technician
- Multimedia Specialist, 10-month
- Professional Academic Advisor
- Professional Academic Advisor Online Learning
- Technical Specialist, 10-month
- Technical Specialist, Athletics & Rec/Health Sci, 10-month
- Technical Specialist, Science and Technology, 10-month
- Technical Specialist, Smart Systems Technology
- Technical Specialist, Studio Manager

**Group F**

Increment Value:                    \$1,400 (12 month)  
    \$1,167 (10 month)

<b>Year:</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
Range:	12 Month	12 Month	12 Month
Low:	\$40,306	\$40,306	\$40,306
High:	\$63,839	\$63,839	\$63,839
	10 Month	10 Month	10 Month
Low:	\$33,588	\$33,588	\$33,588
High:	\$54,866	\$54,866	\$54,866

**Positions Included:**

- Apple Technology Specialist
- Instructional Specialist
- IT Infrastructure Specialist
- Technical Specialist, Applied Learning and Advisory Committee Liaison, 10-month
- Technical Specialist, Engineering and Technology
- Technical Specialist, Env Cons and Horticulture
- Technical Specialist, Music, and Nursing, 10 Month
- Technical Specialist, Programmer
- Technical Specialist, Viticulture and Wine Technology
- Video Engineer & Technician

## Section 2 – Salary Ranges and Increments:

All unit members will be placed in the appropriate group. In the event of vacancy, new position creation, or whenever deemed necessary, the College will meet and confer with the Union and then determine group placement.

Salaries for years 2022-2023, 2023-2024, and 2024-2025 will be determined by the appropriate salary matrix in Section 1 and the application of appropriate increments, if an employee is eligible. In no case shall an employee at the top of the salary range receive less than the increases to base salary set forth below for academic years 2022-2023, 2023-2024, and 2024-2025.

### WAGES:

Effective September 1, 2022, there shall be a 2.5% annual increase in base salaries for the 2022-2023 academic year. In addition, employees shall receive a \$1,000 lump sum payment not added to base salary.

Effective September 1, 2023, there shall be a 2.5% annual increase in base salaries for the 2023-2024 academic year. In addition, employees shall receive a \$1,000 lump sum payment not added to base salary.

Effective September 1, 2024, there shall be a 2.5% annual increase in base salaries for the 2024-2025 academic year. In addition, employees shall receive a \$1,000 lump sum payment not added to base salary.

Lump sum payments not added to base salary shall be paid to employees in the second pay of the fiscal year. Employees who are not actively employed on the date of the second pay of the fiscal year shall not be eligible to receive the lump sum payment for that fiscal year.

Effective 9/1/2022, the low end of the salary range for each group set forth in Section 1 shall be increased by 2%.

If CPI-W, unadjusted, for the twelve-month period prior to September of 2022, 2023, 2024, or 2025 equals or exceeds 4% above the scheduled wage rate increases set forth above, then the parties will meet and confer regarding wages.

## Section 3 – Increments:

Employees will receive an increment in their classification after completion of two continuous years of service. Employees will receive an increment until such time that they reach the top of the salary range of their classification. Employees may receive an additional increment by earning a bachelor, master or doctoral degree from an accredited institution provided that the earned degree is in addition to that required by

the job description for the position that they currently hold. Such increments will be awarded at the beginning of the academic year following that in which the degree was completed and provided that notice of degree advancement is provided to the Human Resources Office within 90 days following the completion of the degree.

#### Section 4 – Employees at the Top of the Salary Range:

##### WAGES:

Employees whose current salaries equal or exceed the top of the salary range in their classification, shall receive the following increases to base salary:

Effective September 1, 2022, there shall be a 2.5% annual increase in base salaries for the 2022-2023 academic year. In addition, employees shall receive a \$1,000 lump sum payment not added to base salary.

Effective September 1, 2023, there shall be a 2.5% annual increase in base salaries for the 2023-2024 academic year. In addition, employees shall receive a \$1,000 lump sum payment not added to base salary.

Effective September 1, 2024, there shall be a 2.5% annual increase in base salaries for the 2024-2025 academic year. In addition, employees shall receive a \$1,000 lump sum payment not added to base salary.

Lump sum payments not added to base salary shall be paid to employees in the second pay of the fiscal year. Employees who are not actively employed on the date of the second pay of the fiscal year shall not be eligible to receive the lump sum payment for that fiscal year.

#### Section 5 – New Unit Members:

Beginning September 1, 2016, new unit members whose effective date of employment is on or before March 1 shall have that entire year counted as year one of their service for the purpose of determining future increments.

#### Section 6 – Timing of Salary Payments:

Salary payments for all ten-month employees shall be made by direct deposit in equal biweekly installments unless before August 1 a unit member requests, in writing, on forms provided by the College, that the employee's salary be paid in twenty-one (21) equal biweekly installments. The first installment shall be made on the first payroll date after the beginning of the College's fiscal year.

Salary payments for all other employees covered by this agreement shall be consistent with FLCC payroll procedures except that one week's salary shall not be

withheld.

Section 7 – Longevity:

The parties understand and agree that longevity payments recognizing length of service to the college have been provided in prior agreements. An annual longevity payment of \$1,000 shall begin the year following the unit member's reaching the top of the salary range for the unit member's group.

These payments shall not be added to base salaries and shall be paid in a lump sum in the first month of each academic year.

Section 8 – Overloads:

- A. An overload hour for purposes of this section shall be defined as a contact hour, including any course preparation necessary therefore, in addition to any teaching or other duties included as part of regular job duties assigned to a unit member covered by this agreement, which is taught during the academic year, summer session, or intersession. In the case of twelve-month employees covered by this agreement, an overload hour shall be defined as a contact hour, including any course preparation necessary therefore, taught outside such employee's normal working hours.
- B. Each overload hour taught by a unit member in excess of the normal teaching load allowed pursuant to Article XI, The Work Schedule, shall be paid according to the following schedule, effective upon contract ratification:
  - 2022-2023 \$992 per overload contact hour
  - 2023-2024 \$1014 per overload contact hour
  - 2024-2025 \$1037 per overload contact hour
- C. Overloads for the combined fall and spring semesters of each academic year will be limited to 12 overload hours for each employee with no more than eight (8) per semester. A unit member may exceed this limit only with the approval of the Provost.
- D. Employees who have retired from service at the College shall be designated Distinguished Lecturers and shall be paid in accordance with the overload schedule if selected to serve as adjunct faculty. It is understood that the selection of adjunct faculty is the responsibility of the Provost.

## **ARTICLE XXV**

### **LABOR RELATIONS MEETINGS**

It is the intention of the parties during the term of this Agreement to meet from time to time to discuss problems, issues, concerns or areas of mutual interest in an attempt to make arrangements to accommodate those interests and discuss possible resolutions to prevent the deferral of solutions and their accumulation to the end of the contract period.

For purposes of this section, the President of the College or their designee(s) and the Labor Relations Committee of the Association (or other designees of the Association President) shall meet regularly and as needed to consider issues with respect to proposed changes within the college affecting terms and conditions of employment prior to their implementation.

## **ARTICLE XXVI**

### **DURATION AND CHANGES**

#### **Section 1 – Term:**

The provisions of this agreement shall be effective on and after September 1, 2022, except as otherwise provided herein or by a written amendment made and annexed hereto, and no provision shall have any retroactive effect unless specifically provided for in writing. This agreement shall continue to full force and effect until midnight August 31, 2025.

Either party to the agreement may request negotiations for a successor agreement by giving written notice of such desire no earlier than November 1 and no later than May 1, of the year of expiration, or the agreement shall continue in full force and effect until such written notice is given prior to May 1, of any subsequent year.

#### **Section 2 – Full and Complete Commitment:**

This agreement shall constitute the full and complete commitment between the parties, and no verbal statement or other agreement, except as an amendment to this agreement shall supersede or vary the provisions herein. On its effective day, this agreement shall supersede the agreement between the parties for the period September 1, 2021, through August 31, 2022, but shall not be applied retroactively, except as specifically provided herein.

#### **Section 3 – Full Opportunity to Negotiate:**

It is agreed that both parties had the full opportunity to negotiate with regard to those items which are subject of mandatory collective bargaining under law. Therefore,

both parties agree that negotiations will not be reopened on any item whether contained herein or not during the life of this agreement unless by mutual consent or provided for in this agreement.

Section 4 – Savings Clause:

This Agreement and all provisions herein are subject to all applicable laws. In the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the parties, but the remainder of this Agreement shall remain in full force and effect as if the invalid or illegal provision had not been a part of this Agreement.

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

Dated: 8/15/2023 M. Joan Geise  
M. Joan Geise, Chairperson of the Board of Trustees  
Finger Lakes Community College

Dated: 08/14/2023 R. K. Nye  
Dr. Robert K. Nye, President  
Finger Lakes Community College

Dated: 9/14/2023 Todd D. Campbell  
Todd D. Campbell, Chairman  
Ontario County Board of Supervisors

Dated: 9/7/2023 Christopher P. DeBolt  
Christopher P. DeBolt  
Ontario County Administrator

Dated: 8/14/2023 Sarah Moon  
Sarah Moon, President  
Finger Lakes Community College Professional  
Association

STATE OF NEW YORK)  
COUNTY OF ONTARIO) SS:

On the 15<sup>th</sup> day of August, 2023, before me came M. Joan Geise, to me known, who being duly sworn, did depose and say that she is the Chairperson of the Board of Trustees of Finger Lakes Community College, the educational institution described in and which executed the foregoing instrument; that she knows the seal of said institution; that the seal affixed by order of the Board of Trustees of said institution, and that she signed her name thereto by like order.

Penny M. Hamilton  
Notary Public

Penny M. Hamilton  
Notary Public, State of New York  
Qualified in Yates County & Ontario County  
No. 0111A6392358  
My Commission Expires on May 28, 2023

STATE OF NEW YORK)  
COUNTY OF ONTARIO) SS.:

On the 14 day of July, 2023 before me came Robert K. Nye, to me known, who being duly sworn, did depose and say that he is the President of Finger Lakes Community College, the educational institution described in and which executed the foregoing instrument; that he knows the seal of said institution; that the seal affixed by order of the Board of Trustees of said institution, and that he signed his name thereto by said order.

Krista L. Schlenker  
Notary Public

KRISTA L. SCHLENKER  
Notary Public, State of New York  
Ontario County Reg. #01SC6272531  
Commission Expires 11/19/2024

STATE OF NEW YORK)  
COUNTY OF ONTARIO) SS:

On the 14<sup>th</sup> day of September, 2023, before me came Todd D. Campbell, to me known, who being duly sworn, did depose and say that he resides in the Town of West Bloomfield, County of Ontario, New York; that he is the Chairman of the Board of Supervisors of the County of Ontario, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed by order of the Board of Supervisors of said corporation, and that he signed his name thereto by like order.

Diane R Foster  
Notary Public

DIANE R FOSTER  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01FO6216980  
Qualified in Ontario County  
My Commission Expires 02-01-2026

STATE OF NEW YORK)  
COUNTY OF ONTARIO) SS.:

On the 7 day of September, 2023 before me came Christopher P. DeBolt, to me known, who being duly sworn, did depose and say that he resides in the Town of Hopewell, County of Ontario, New York; that he is the County Administrator of Ontario County, the municipal corporation described in and which executed the foregoing instrument; that they know the seal of said corporation; that the seal affixed by order of the Board of Supervisors of said corporation, and that they signed their name thereto by said order.

  
Notary Public

CYNTHIA R. ABRASZEK  
Notary Public, State of New York  
Ontario County Reg. 01#AB6346115  
Commission Expires 08/08/2024

STATE OF NEW YORK)  
COUNTY OF ONTARIO) SS:

On the 14 day of August, 2023, before me came Sarah Moon, President of the Finger Lakes Community College Professional Association, to me known and known to me to be the individual described in and who executed, the foregoing instrument, and they acknowledged to me that they executed the same.

  
Notary Public

KRISTA L. SCHLENKER  
Notary Public, State of New York  
Ontario County Reg. #01SC6272531  
Commission Expires 11/19/2024

## **APPENDIX A**

### **DETAILED ANALYSIS OF PROFESSIONAL LEAVE (SABBATICAL)**

1. BASIC PURPOSE:
  - a. Specific goals to be achieved.
2. FORMATIVE EVALUATION:
  - a. Tasks undertaken
  - b. Tasks completed
  - c. Results or conclusions
3. SUMMARY EVALUATION:
  - a. Findings
  - b. Goals actually obtained: How changed from original
4. HOW HAS THIS FIT INTO YOUR EDUCATIONAL PLANNING AND PROGRESS, BOTH FOR THE PRESENT AND FUTURE?
5. HOW HAS THIS AFFECTED YOUR PROFESSIONAL LEAVE BOTH FROM A PERSONAL STANDPOINT AND FROM THE STANDPOINT OF SERVICE TO FINGER LAKES COMMUNITY COLLEGE?

**APPENDIX B**

**PERMANENT PANEL OF ARBITRATORS**

Douglas Bantle

Michael Lewandowski

Mona Miller

Thomas Maroney

Stuart M. Pohl

