

AGREEMENT

between

TOMPKINS CORTLAND COMMUNITY
COLLEGE

and the

TC3 ADJUNCT ASSOCIATION

September 1, 2022 THROUGH August 31, 2024

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ARTICLE I Requirement of Legislative Action

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

ARTICLE II Savings Clause

This Agreement shall be interpreted in a manner consistent with the laws of the State of New York and/or of the United States of America, and any other applicable law; Provided, however, that if any provision of this Agreement and/or any application of the Agreement to any employee or group of employees shall be found contrary to the law then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and/or applications will continue in full force and effect.

ARTICLE III Management Rights

The County, the College, and the Administration of the College, on its own behalf hereby retains and reserves all rights, power, authority, duty and responsibility conferred by the Laws and Constitution of the State of New York and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility and the adoption of such rules, regulations and policies as are deemed necessary will, as they apply to employees represented by the Association, be limited only by the specific and express terms of this Agreement.

ARTICLE IV Association Recognition/Status

4.1 The Employer recognizes the Association as the lawfully designated exclusive representative of employees of the College for the purposes of collective negotiations including but not limited to the following titles:

- Access & Equity Specialist
- Adjunct Counselor
- Adjunct Instructor
- Adjunct Librarian
- Adjunct Librarian Assistant
- Adjunct Reference Librarian
- Engineering Lab Tech – Communications
- Lab Assistant
- Medication Supervisor
- Para-Professional Tutor
- Access & Equity Specialist
- Peer Career Coach Supervisor
- Professional Tutor

- 4.2 Adjunct positions (instructional and non-instructional) are those held by part-time employees of the College who teach or work up to eleven and a quarter (11.25) credit hours or up to and not to exceed twenty-six (26) work hours a week per semester.
- 4.3 The provisions of Article 7. Appointments/Seniority apply to individuals who have held adjunct positions at any time in the previous six (6) consecutive semesters. This provision shall not apply if course work is offered to bargaining unit members and rejected by said unit members.
- 4.4 The following titles shall be excluded: employees represented by other employee organizations and employees deemed managerial and confidential.
- 4.5 Persons hired to fill temporary vacancies, in the titles listed in 4.1 are considered to be members of the bargaining unit so long as the position remains working in a capacity up to eleven and a quarter (11.25) credit hours or up to and not to exceed twenty-six (26) work hours a week per semester.
- 4.6 The Association affirms that it does not assert the right to strike, nor to assist, nor to participate in any strike, nor to impose an obligation to conduct, assist, or participate in any strike.
- 4.7 Membership in the Association shall not be a condition of employment; nor will the Employer discriminate in hiring or promotional opportunities or otherwise because of an employee's membership or lawful activities in the Association or their refusal to join such organization or participation in any such activities.
- 4.8 The Association shall certify to the College, in writing, the current prorated dues of the Association and provide the College with an Association approved voluntary dues deduction authorization form (Appendix A). The Association shall give the College not less than thirty (30) calendar days written notice prior to the effective dates of any change in either prorated dues or the authorization form.
- 4.9 The College agrees to deduct the prorated dues of the Association from the salary of a bargaining unit member who voluntarily authorizes the same, in writing, on forms (Appendix A) prescribed by the Association. Such authorization shall be for the current academic year and may be revoked in accordance with Appendix A. Deductions shall be equal to prorated dues of the Association divided by the number of pay periods remaining in the semester following filing of the authorization. The College shall, within ten (10) days following each pay period in which dues deductions are made, transmit the amount so deducted to the Association.
- 4.10 Association representatives shall have the right to transact Association business on College premises at any reasonable time, provided same does not interfere with instruction or the work obligation of any employee of the College.
- 4.11 There will be a bulletin board at a location agreed upon by the parties hereto, under the exclusive control of the Association.

- 4.12 The Association shall have the right to post notices of its activities and matters of the Association's concern on a bulletin board in each building in which classrooms or faculty offices are located. The Association shall have the right to use College mail service and the adjunct faculty mailboxes for communication purposes. Such notices and communications shall deal with proper and legitimate Association business.
- 4.13 The President of the Association shall be granted five (5) work hours per week per semester (Fall, Spring, Summer) to conduct Association business. The College will make every reasonable effort to give the Association President a teaching/work schedule which will maximize their availability for the transaction of Association business.
- Both parties will make every effort to have hearings, meetings and proceedings scheduled so as to minimize disruption of classes.
- 4.14 In the event of the reorganization of the College, the College shall notify the President of the Association of such intent not less than three (3) months prior to the effective date.
- 4.15 The College is prohibited from bargaining individually with members represented by the Association.

ARTICLE V Past Practice

This Agreement supersedes all past practices relative to terms and conditions of employment herein contained. Practices, if any, relative to terms and conditions of employment not herein contained shall continue.

ARTICLE VI Non-Discriminatory Application

Tompkins Cortland Community College is committed to equal opportunity in employment, admission and treatment for all qualified individuals without unlawful regard to race, color, creed or religion, sex, sexual orientation, gender identity or expression, national origin, age, marital status, citizenship status, military status, including Vietnam era or special disabled veteran status, HIV/AIDS status, familial status, pregnancy, predisposing genetic characteristics, disability, domestic violence victim status, criminal conviction or any other basis as prohibited by Federal or New York state law or any other applicable law. Furthermore, applicants and members of this Association will not be discriminated against on the basis of political affiliation.

The College shall also provide a workplace free from unlawful harassment.

This policy relates to all action related to, but is not limited to, recruitment, employment, promotions, demotions, transfers, terminations, training and/or other forms of compensation.

ARTICLE VII Appointments/Seniority

7.1 Appointments to positions covered by this Agreement shall be at the discretion of the Trustees upon recommendation of the President.

7.2 Academic Discipline. The following is a list of areas of academic discipline including but not limited to:

- Accounting
- Anthropology
- Art History
- Astronomy
- Biology
- Business Administration, Entrepreneurship, International Business
- Chemical Dependency
- Chemistry
- Communication and Media Arts
- Computer Applications
- Computer Graphics
- Computer Information Systems
- Computer Science
- Computer Support Specialist
- Criminal Justice
- Culinary Arts
- Digital Cinema
- Economics
- Education, including Early Childhood Education
- Engineering
- English, including Academic Writing, Creative Writing, Literature, Speech
- Environmental Studies
- ESL
- Fitness
- Foreign Languages
- Freshman Success Seminar
- Gender, and Sexuality Studies
- Geography
- Geology
- Graphic Design
- Health
- History
- Hotel and Restaurant Management
- Human Services
- Mathematics

- New Media
- Nursing
- Painting and Drawing
- Paralegal
- Philosophy
- Photography
- Physics
- Political Science
- Psychology
- Reading
- Recreation
- Sociology
- Sport Management
- Sustainable Farming and Food Systems
- Wine Marketing

7.3 First time Adjunct Faculty bargaining unit members (as defined in Article 4.2) will be appointed at the rank of Instructor, unless the new member:

- possesses any unusual or terminal degree in the discipline;
- has fifteen (15) or more years' experience in a discipline related job;
- where a competitive recruitment landscape exists (less than 5 applicants), and the candidate has the necessary job experience, credentials, and specific technical skills required for the position.
- has held high executive office in business or industry related to the discipline.

New members possessing any of the above described education or experience will be appointed at the rank of Assistant Professor.

7.4 Probationary Period. All first time Adjunct Faculty will serve a probationary period of six (6) semesters not to exceed two (2) semesters per academic year. Semesters are defined as Fall, Spring, and Summer. At the completion of the probationary period, members will be protected under the just cause provision as referenced in Article 14.

7.5 Seniority. Seniority for each bargaining unit member will be based on semesters taught in discipline at TC3, as defined in Article 7.2, or semesters in title (as defined in Article 4.1).

Four levels of seniority will be established based on length of service:

<u>Level</u>	<u>Length of Service</u>
Level 1	Zero (0) to Six (6) semesters
Level 2	Seven (7) to Twelve (12) semesters
Level 3	Thirteen (13) to Eighteen (18) semesters
Level 4	Nineteen (19) plus semesters

If multiple bargaining unit members in the same discipline or non-instructional title are at the same level of seniority, the following criteria will be used to establish seniority within a level: credit hours taught in discipline; or hours worked in a non-instructional title. The College shall provide the Association with an updated seniority list by the end of each semester, listed by discipline and non-instructional title.

- 7.6 Retirees from the Faculty Association who join the Adjunct Association will not be subject to a probationary period and they will retain the rank they had achieved at the time of retirement. However, they will be treated the same as any first time bargaining unit member for the purposes of seniority.
- 7.7 Work Assignment. Bargaining unit members will be offered teaching and non-teaching assignments based on seniority as defined in Article 7.5. Subject to the availability of courses in discipline, the College will offer Level 3 and 4 Adjunct Teaching Faculty at least 4 CHE or two (2) courses per semester whichever is greater and the College will offer Level 1 and 2 Adjunct Teaching Faculty at least 2 CHE or one (1) course per semester whichever is greater. The College will make a reasonable effort to consult with bargaining unit members regarding their availability prior to offering work assignments.

Subject to the availability of courses in discipline, the College will offer an additional 2 CHE or 3rd course per semester whichever is greater (for Level 3 and 4 adjuncts) and an additional 2 CHE or 2nd course per semester whichever is greater (Level 1 and 2 adjuncts) via College e-mail. Subject to the availability of courses in discipline, an additional 2 CHE or 3rd course per semester whichever is greater may be offered to Level 1 and Level 2 adjuncts at the discretion of the College. Interested adjuncts must respond to the additional course offerings within the timeframe as specified in the notice of available courses.

This language as written above shall be effective Fall 2023.

Subject to adjunct availability of courses in discipline and seniority, during the course assignment process, individual adjuncts will be assigned active sections first. If no active sections meet the adjunct's availability, then pending sections that do meet the availability will be assigned.

- 7.8 Position Vacancies. Each bargaining unit position (as defined by Article 4.2) vacancy or newly created bargaining unit position (other than a temporary position) shall be announced through the College media and posted on the employment bulletin board at

the same time as such information is disseminated through external advertising sources intended to expeditiously assure wide geographic coverage and the reaching of a high percentage of qualified interested candidates including minorities and individuals with disabilities.

The position announcements shall contain a job description, duties, responsibilities, compensation and an outline of required and desired qualifications. After a two-week posting period (one week during the period June 15 to September 1) employees who have applied and who are qualified candidates shall be interviewed. Shorter term announcements may be posted for vacancies that arise immediately preceding the academic semester or during the middle of the academic semester to address immediate employment needs. Position vacancies will be shared using College email.

- 7.9 Preferential Candidate Status. Employees who apply and possess the qualifications and have satisfactory evaluations in their current positions or newly created bargaining unit positions, will enjoy preferential candidate status within the bargaining unit (preferential candidate status means if all selection factors are judged equal by the President, the current employee shall be appointed), consistent with applicable federal and state statutes relative to non-discrimination and equal employment opportunity and in compliance with the College's Equal Employment Opportunity and Affirmative Action Program in effect at the time.
- All applications shall be filed with the Department of Human Resources. Appointment to the position in question shall be made by the President.
 - All materials submitted by an applicant who becomes an employee of the College shall become the property of the College.
 - All materials submitted by an applicant will be retained by the Department of Human Resources for three (3) years then destroyed.
 - The personnel file in the Human Resources Department is the only official personnel file of the College.
- 7.10 Non-bargaining unit vacancies. Employees shall be notified of non-bargaining unit vacancies and newly created positions in the manner consistent with Article 7.8, subject to any limitations imposed by other bargaining unit agreements.
- 7.11 Individual personnel files shall be deemed confidential insofar as such practice is consistent with applicable laws. A bargaining unit member shall have the right to review their own personnel file (excluding confidential, pre-employment references), at any reasonable time, upon written request made to the Director of Human Resources and to provide written comment as to any material therein contained. A representative of the

bargaining member's own choosing may be granted access to view the electronic personnel file. Bargaining unit members shall also be afforded the right to have materials added to their personnel file of their own choosing. Employees will be notified prior to any additions to personnel files related to discipline, Article 15.

ARTICLE VIII Working Conditions

- 8.1 The concept of academic freedom shall be fostered at Tompkins Cortland Community College in accordance with the following statement adopted at the May 12, 1960 meeting of the State University of New York Board of Trustees:

It is the policy of the University to maintain and encourage full freedom, within the Law, of inquiry, teaching and research. In the exercise of this freedom, the faculty member may, without limitation, discuss his (her) own subject in the classroom. He (she) may not, however, claim as his (her) right the privilege of discussing in his (her) classroom controversial matter which has no relation to his (her) subject. In his (her) role as citizen and faculty member, he (she) has the same freedom as other citizens. He (she) should be mindful, however, that in his (her) extramural utterance he (she) has an obligation to indicate that he (she) is not an institutional spokesman.

- 8.2 The academic calendar shall be determined by the College.
- 8.3 The College shall establish working assignments and schedules in accordance with Article 7 – Appointments/Seniority.
- 8.4 Employees must meet their classes as scheduled except as provided for in the following:
- (a) A voluntary change in the time and/or location, and/or modality of a class meeting must have the prior authorization of the Provost/Associate Provost or designee via the appropriate email address (ClassCancel@tompskinscortland.edu). If unable to obtain approval prior to the class meeting, notice of the change shall be posted at the original location.
 - (b) A permanent change in the master schedule must have the prior authorization of the Provost/Associate Provost or designee.
- 8.5 Each employee shall submit grade, attendance, assessment and student progress records as required.
- 8.6 Instructional Materials
- Adjunct teaching faculty shall have input in the selection of their instructional materials subject to department practice and/or curricular requirements.

8.7 Department Policies

Adjunct teaching faculty shall be afforded the opportunity to provide input into department policies. No new policies shall be enforced without seeking input from Adjunct teaching faculty.

The Department will communicate all policies to all faculty, including updates.

8.8 Learning Communities

This agreement pertains to compensation for teaching courses designated as part of a learning community. A “learning community” is defined as a pair of course sections from different disciplines in which all students enroll in both sections, with no other students allowed to enroll, and in which the instructors collaborate in the planning of instructions.

There will be three levels of instruction in learning communities:

- **Immersion** – In this model, which is to be employed for the first time a learning community is offered, both instructors will be present for all class sessions of each section. Both sections will be considered part of each instructor’s load.
- **Continuing Immersion** – In this model, the two instructors continue the activities described in the Immersion model, but with less time required for planning because of the experience gained in the Immersion activity. Each will receive a two-credit-hour load for this activity.
- **Thematic** – In this model, the instructors engage in planning and frequent communication, but attend one another’s class section infrequently, if at all. Only those who have participated previously in the Immersion model will be eligible to do this. Each will receive a one-credit-hour load for this activity.

- 8.9 No employee shall be required to perform any work under conditions which jeopardize their health or safety. In the case of any emergency, the College shall give notice within a reasonable period of time to the Association President and all affected employees as to any known or suspected health and/or safety hazards.
- 8.10 The Association and the College agree there will be no smoking on College property contingent upon agreement by other groups and the Board of Trustees.
- 8.11 The College will provide parking in a parking lot designated for use by faculty and staff only, during the hours of 7:30 am to 4:30 pm. Lot #6 is designated for this purpose.
- 8.12 The Association shall have the right to use College facilities and equipment normally made available to members of the bargaining unit at all reasonable times when such equipment is not otherwise in use.

ARTICLE IX Salaries and Economic Considerations

Adjunct Teaching Compensation

9.1

(A) Adjunct Teaching Faculty will be compensated per credit hours of teaching according to the schedule below.

	2022-2023	2023-2024
Adjunct Instructor	\$974	\$1,026
Adjunct Assistant Professor	\$1,032	\$1,082
Adjunct Associate Professor	\$1,100	\$1,147
Adjunct Professor	\$1,173	\$1,217
Adjunct Professor (10 or more additional semesters in rank)	\$1,249	\$1,290

Adjunct Professors who have served an additional ten (10) semesters in rank will be entitled to a rate increase according to the schedule above.

(B) Adjunct Non-Teaching faculty will be compensated per hour of work according to the schedule below.

	2022-2023	2023-2024
Adjunct Instructor	\$27.83	\$29.31
Adjunct Assistant Professor	\$29.49	\$30.91
Adjunct Associate Professor	\$31.43	\$32.77
Adjunct Professor	\$33.51	\$34.77
Adjunct Professor (10 or more additional semesters in rank)	\$35.69	\$36.86

Adjunct Professors who have served an additional ten (10) semesters in rank will be entitled to a rate increase according to the schedule above.

9.2 Credit hours for teaching are calculated based on the following:

Each adjunct teaching faculty member is hired to teach a specific number of College courses. Every course is assigned a number of credit hours by the College. Each credit hour normally represents one lecture hour (i.e., “contact hour”) per week (see exceptions discussed below). The College pays a fixed fee for each credit hour. That fee is based on the assumption that each teaching faculty member may spend an average of approximately two hours per week in preparation and activities related to the work done during each class hour. For all classes, faculty members are expected to hold, and post for students at least one office hour per section per week. Unless specified to the contrary, each adjunct faculty member is expected to work for the entire fifteen weeks of the school semester, as well as the week of finals. For online classes, office hours can be via

video or audio chat, or through online discussion forums. Asynchronous online classes are expected to have continuous engagement between students and faculty members based on best practices in online learning via Tompkins Cortland e-mail or the learning management system.

A modification of this calculation is necessary for adjunct faculty who teach courses involving “lab hours.” If a class hour taught by the instructor is considered a “lab hour” by the College, then a factor of three-fourths is applied to that class hour. Thus adjunct faculty teaching one lab hour per week would be paid three-fourths of the credit hour fee normally paid. Implicit in this factor is the College’s assumption that only 1.5 hours will be spent per week in preparation and activities related to each “lab hour” taught by adjunct faculty. If a course involved some “lab hours” and some lecture hours, then each hour is calculated separately at the respective rate.

9.3 When dealing with independent studies and proficiency examinations, the employee will receive the student-paid portion of the tuition for that course. Employees have the right to refuse added assignments such as in-progress grades, independent studies (as defined in the teaching manual), and proficiency examinations.

9.4 Teaching compensation will be paid in equal installments based on the number of pays from the date of approval of the contract and end of the contract.

9.5 Class Cancellation

The College shall notify bargaining unit members at least one (1) week before the start of classes if a course is being canceled. The failure of the College to provide one (1) week of notice to the bargaining unit member shall entitle such member to receive a stipend at a rate of \$100 per credit hour for the canceled course. Bargaining unit members will be afforded the option to waive the payment of such cancellation in order to allow for potential growth in enrollment in the class section. The College may offer the option of teaching the class as an independent study for low enrollment courses.

9.6 Adjunct Non-Teaching Compensation

9.6.1 Non-teaching adjunct faculty will be compensated at an hourly rate determined by dividing the per credit hour teaching rate by 35 hours.

9.6.2 Nonteaching compensation will be paid based on the number of hours worked each pay period. Hours will be submitted through the College’s electronic timecard system by the nonteaching adjunct and approved by the supervisor.

9.6.3 In addition to teaching, the College recognizes that adjunct faculty may perform nonteaching activities normally conducted by members of the Faculty Association including but not limited to: the development of online course methodology; the

development of open educational resources; curriculum and material development; assessment; advisement; distance learning; or serving as department chair. Such work will be compensated depending on the assignment. Such work will count towards the maximum load of 26 hours per week. Hourly Rate = CHE rate/35 hours.

- 9.6.4 Paraprofessional non-teaching adjunct faculty rates are determined by calculating the average of the adjunct instructor hourly rate and the current NYS minimum hourly wage rate. Hourly wage rate = (Adjunct Instructor Hourly Rate + NYS minimum hourly rate) / 2

9.7 Travel

An employee authorized to use their motor vehicle to attend an approved function shall be reimbursed at the federal rate then in effect for the round-trip distance, calculated via the most direct route from the campus to the destination, plus the distance necessarily accumulated while attending the event, plus road and bridge tolls paid along the route. Employees may submit receipts for meal purchased while attending an approved function, or may claim meal allowances at the approved federal rate for the region in which the meals were purchased.

9.8 Tuition Waiver

Any adjunct faculty member who has completed the probationary period may register for one credit-bearing course at Tompkins Cortland (for a maximum of four credits) or for up to three one-credit courses per semester, and receive a full tuition waiver, according to the following guidelines:

- a. The adjunct faculty member must be scheduled to teach/work in the same semester that the tuition waiver is requested.
- b. The adjunct faculty member must pay all course fees and is responsible for the cost of all course materials.
- c. The adjunct faculty member may allow a family member to use the tuition waiver in lieu of using it themselves. Family members include spouse, child, or domestic partner.

Courses may be taken for credit or on an audit basis. Tuition waiver forms are available in the Department of Human Resources. The completed tuition waiver form should be submitted to the Provost/Associate Provost's Office for approval.

9.9 Fitness Center

Bargaining unit members who join a fitness center and provide a receipt and proof of participation in a minimum of 30 sessions over a four-month period will be reimbursed the

cost of the membership not to exceed the staff member rates for membership at the TC3 Fitness Center.

Members who participate in exercise classes and provide a receipt and proof of participation in a minimum of 30 classes over a four-month period will be reimbursed the cost of the classes not to exceed the staff member rates for membership at the TC3 Fitness Center.

Members who join the TC3 Fitness Center and provide proof of participation in a minimum of 30 sessions over the Fall or Spring semester will be reimbursed the cost of the membership not to exceed the staff member rates for the Fall or Spring semester. Members who join the TC3 Fitness Center and provide proof of participation in a minimum of 24 sessions over the Summer session will be reimbursed the cost of the membership not to exceed the staff member rate for the Summer session.

9.10 Excellence Award

Bargaining unit members who have completed the probationary period, and who have at least ten (10) semesters in rank and has consistently maintained excellence in teaching/professional service, will be eligible for an award for Excellence. Awards become effective upon selection by the President. Each contract year, five (5) awards of \$1,000 may be granted as a one-time stipend.

A bargaining unit member who has completed the probationary period will be eligible to receive the award once every ten (10) semesters.

9.11 Professional Development

The College will provide compensation per adjunct at a rate of \$100 a day for up to three professional development days per academic year. The list of professional development days eligible for this compensation will be established at the beginning of each semester.

The College will develop a \$5,000 annual fund for professional development related to College duties for adjunct faculty per year for the life of this agreement. These monies will be disbursed by the Provost's office based on a brief application submitted before the semester begins, and pre-approval process per semester. Adjunct faculty who receive this funding will be expected to share their learning with the campus community and/or reflect on it as part of their promotional materials. The College will reevaluate this fund, and its usage, and efficacy on an annual basis.

9.12 The compensation for developing asynchronous on-line course methodology for a course never offered on-line will be \$3,100 for a three-credit course the first time a faculty member does so and \$2,350 every time thereafter. These figures will be prorated for courses that are other than three credits.

ARTICLE X Employee Benefits

10.1 Health, Dental and Vision Insurance

Adjunct faculty and staff who have a minimum appointment of three months earning at least \$2,000 annually, may enroll in the health, dental, and/or vision insurance programs available so long as they agree to pay 100 percent of the premium for individual or for family coverage. Individuals who qualify for enrollment must visit the Department of Human Resources to make arrangements for their premium payments during semester breaks.

In the event the insurance carrier changes, the Association shall be notified no less than thirty (30) days in advance thereof, and shall be advised of the terms of transition.

10.2 Retirement

Adjunct employees have the option of enrolling in the New York State Employee's Retirement System (ERS), New York State Teachers' Retirement System (TRS) or Optional Retirement Program (ORP) to the extent permissible by law and SUNY regulations. Membership in the Optional Retirement Program is only available to adjunct employees who have prior membership in the SUNY ORP plan. No Retirement System membership will be established, nor any service credit or contributions reported, however, until the appropriate Retirement System election and membership applications have been received and processed.

The College will withhold an employee contribution as required by state law. In addition, a contribution is made on behalf of the College.

10.3 Supplemental Retirement Programs

Adjunct faculty shall have the right to participate in the approved tax deferred savings programs maintained by the College. The adjunct faculty member may request the payroll deduction of any voluntary employee contribution.

10.4 Jury Duty

An adjunct faculty member scheduled for jury duty shall be excused from their duties and responsibilities for the period of such assignment without loss of pay. It is the adjunct faculty member's responsibility to notify the College of impending jury duty immediately upon receiving the receipt of notice to serve.

10.5 Emergency Closing

No member of the bargaining unit shall suffer loss in wages because of a closing in a work location in an emergency as declared by the President of the College or a designee.

ARTICLE XI Leaves of Absence

11.1 Leave Time

An adjunct faculty member shall be allowed leave time (an absence) for any reason according to the schedule below. Leave time shall not accrue from semester to semester.

An absence will equate to the responsibilities that would normally occur on that day. A partial absence will equate to the responsibilities that would normally occur on part of that day. For teaching adjunct faculty an absence would be for all classes scheduled to teach in a day and a partial absence would be for a portion of the classes scheduled to teach in a day. For non-teaching faculty an absence would cover the number of hours scheduled to work in a day and a partial absence would cover a portion of the hours scheduled to work. Adjunct faculty will not suffer loss of wages for use of a leave time as outlined below.

11.1.1 Requesting Leave:

- All absences must be reported to the supervisor, Provost/Associate Provost, and/or their designee.
- Leave requests must be made prior to the scheduled class or work shift.

11.1.2 Adjunct Teaching Faculty:

- Adjunct Faculty teaching more than 8 CHE shall be allowed three (3) absences per semester.
- Adjunct Faculty teaching more than 3 CHE and up to 8 CHE shall be allowed two (2) absences per semester.
- Adjunct Faculty teaching at least 3 CHE shall be allowed one (1) absence per semester.

11.1.2a. No more than one absence per course section. In exceptional cases, when more than one course section is missed per semester, arrangements must be made with the Provost/Associate Provost or designee.

11.1.2b. Adjunct Faculty teaching more than 3 CHE may take (1) absence as (2) partial absences.

11.1.3 Adjunct Non-Teaching Faculty:

- Adjunct Non-Teaching Faculty working more than 7.5 hours per week shall be allowed three (3) absences per semester.
- Adjunct Non-Teaching Faculty working more than 3.75 hours per week but less than 7.5 hours shall be allowed two (2) absences per semester.
- Adjunct Non-Teaching Faculty working at least 3.75 hours per week shall be allowed one (1) absences per semester.

11.1.3a. Adjunct Non-Teaching Faculty working more than 3.75 hours may take (1) absence as (2) partial absences.

11.1.3b. A partial absence for adjunct non-teaching faculty is defined as half or less of the scheduled shift.

11.2 Bereavement Leave

Two days of bereavement leave shall be allowed per semester worked for part-time employees for the purpose of a death in the family. On a case by case basis, the President may authorize bereavement leave for a family member not specifically identified in this paragraph.

Bereavement leave will not accrue.

Under unusual circumstances, the President may grant additional bereavement leave if so requested by the employee.

11.3 Leave without Pay

The Provost/Associate Provost may, in their discretion, grant a leave of absence without pay to a maximum of one (1) year.

Requests shall be made in writing and submitted to the Provost/Associate Provost as far in advance of the requested effective date of leave as possible.

Such leaves shall commence at the beginning of a semester whenever possible.

Upon return from such leave the employee shall be restored to the position, which they held prior to their leave, or a comparable position subject to the terms outlined in Article 7.5 (Appointments/Seniority).

Time on unpaid leave shall neither count as an interruption of, nor credit toward, the probationary period, seniority, promotion or a comparable position.

An employee who is on authorized leave without pay, may continue their health insurance during the period his/her contribution is not being deducted from their pay by remitting payment to the College.

ARTICLE XII Evaluation

The following evaluation system is designed to contribute to the maintenance of satisfactory professional service, to provide information to identify those who deserve professional recognition, to meet the need for verification of performance for those outside the institution, and to offer feedback to individuals for their professional development.

For the purposes of evaluation, association members will be grouped into two categories: adjunct teaching faculty including all whose primary responsibility is instruction; and adjunct non-teaching professionals, whose primary responsibilities encompass other activities.

12.1 Adjunct Teaching Faculty - Student Evaluations

Conditioned upon written agreement between the College and the Association regarding an effective mechanism for conducting evaluations, all courses will be evaluated in the Fall and Spring semesters.

12.2 Adjunct Teaching Faculty - Professional Observation Visit

The College and the Association agree to meet monthly to discuss the Observation Tool to aid in the observation visit outlined in Article 12.2 and the Evaluation Tool utilized to complete the evaluation with the goal of implementing a tool in the Fall of 2023.

This visit, made by the Provost/Associate Provost or designee, will occur on the following schedule, once again using rank to determine frequency:

<u>Rank</u>	<u>Frequency</u>
Adjunct Instructor	Once each year
Adjunct Assistant Professor	Once each year
Adjunct Associate Professor	Once every other year
Adjunct Professor	Once every third year

A one week notice will be provided when any course is being reviewed including any online course. Access to an online course will be for no more than one week. The visit will occur at a mutually agreeable time. Additional visits, at the discretion of the Provost/Associate Provost (or designee) of the College, could occur if the Provost/Associate Provost (or designee) feels it is necessary, based on student evaluations or concerns about an adjunct faculty member's performance. Beyond these circumstances, a professional observation will be made during the semester in which a request for consideration for promotion is submitted. An adjunct faculty member may also request a visit in any semester.

12.3 Adjunct Teaching Faculty – Annual Report

To provide information about teaching activities and about professional activity outside the classroom, the bargaining unit member may submit a report to the Provost/Associate Provost or designee no later than ten (10) days after the cessation of the contract for the spring semester. Activities to be discussed in the report could include teaching, professional development and any other activity that would be part of one's professional life. Such information would help the College to recognize those who have made special contributions, to identify bargaining unit members as resources in special areas, and to assist the marketing and public relations departments with highlighting the many talents and achievements of the bargaining unit member. The Provost or designee will provide acknowledgement of receipt within thirty (30) days of its receipt.

12.4 Adjunct Non-Teaching Professional - Recipient of Service Evaluation

Input will be sought from the Adjunct Non-Teaching Professional's (ANTP) clientele regarding his or her performance in accordance with the chart below. This clientele will be determined by the supervisor and the ANTP collaboratively and will include those who receive direct or indirect services from the ANTP; it may include students, faculty and staff members. In consultation with the ANTP, the supervisor will determine the means and format for seeking this input.

This evaluation will be conducted periodically, with the frequency determined by the ANTP's rank, as follows:

<u>Rank</u>	<u>Frequency</u>
Adjunct Instructor	Once each year
Adjunct Assistant Professor	Once each year
Adjunct Associate Professor	Once every other year
Adjunct Professor	Once every third year

12.5 Adjunct Non-Teaching Professional - Supervisor's Evaluation

Each ANTP will be evaluated annually by his or her supervisor. This evaluation will take the form of a written statement by the supervisor addressing the ANTP's performance during the period and suggestions for future actions. It will be given to the ANTP no later than August 31. The supervisor will base this evaluation on the other measure described above (Article 12.4), direct observation of the ANTP, and if applicable, periodic meetings with the ANTP.

ARTICLE XIII Promotion

13.1 Promotions shall be at the sole discretion of the College consistent with the procedures herein. Promotion decisions are not grievable.

13.2 Procedures for promotions.

- Any bargaining unit member wishing to be considered for promotion may make a request, with supporting documentation, to their supervisor by March 1. The supervisor shall transmit this request, with their comment, to the Provost/Associate Provost (or designee) with copy to the employee.
- Each supervisor will transmit to the Provost (or designee), the names of those individuals within their area whom they wish to recommend for promotion.
- A classroom observation will be completed for each member who requests to be considered for promotion. Comments from the classroom observation will be transmitted to the Provost/Associate Provost (or designee).
- A member who requests promotion, but who does not receive a recommendation for promotion from their supervisor and/or the Provost/Associate Provost (or designee), shall have the opportunity to confer with their immediate supervisor and/or the Provost/Associate Provost, to discuss reasons for non-recommendation and shall, upon request, receive a written statement outlining the reasons for this non-recommendation. Nothing herein shall prohibit a member from reapplying for a promotion in rank. Such reapplication shall follow the procedures outlined in Article 13.

13.3 Before being considered for promotion, adjuncts must serve at least six (6) semesters in their current rank.

13.4 For members eligible for promotion, the promotion process will include:

- Any bargaining unit member wishing to be considered for promotion may make a request, with supporting documentation, to the Provost/Associate Provost (or designee) with a copy to their supervisor.
- A classroom observation may be completed for each member who requests to be considered for promotion.
- Student evaluations will be reviewed by the Provost/Associate Provost (or designee).
- A member who requests promotion, but who does not receive a recommendation for promotion from their supervisor and/or the Provost/Associate Provost (or designee), shall have the opportunity to confer with their immediate supervisor and/or the Provost/Associate Provost (or designee), to discuss reasons for non-recommendation and shall, upon request, receive a written statement outlining the reasons for this non-recommendation.

- 13.5 After reviewing the list of recommended candidates, the President will submit their recommendations to the Board of Trustees. All candidates for promotion shall be advised of Board action within fifteen (15) days of the Board meeting.
- 13.6 Given that promotion applications are due in the spring semester (per Article 13.2), the College will grant earned retroactive pay to members who applied for and were granted promotion in a given academic year. Contingent on their work assignments, members who became eligible in the summer will receive up to two semesters of retroactive pay, and those who became eligible in the fall will receive up to one semester of retroactive pay.

ARTICLE XIV Just Cause/Dismissal

- 14.1 No adjunct, who has completed the initial appointment period, shall be dismissed by the College without all rights prescribed below.
- 14.2 Dismissal of an employee shall be for just cause; shall be subject to the grievance procedure provided herein, and may be initiated at Stage 3 within ten (10) work days of the receipt of written notice of dismissal.
- 14.3 In the processing of a grievance for dismissal, the burden of proof shall be upon the College. Within five (5) work days of the notice of dismissal and at least ten (10) work days before the hearing at Stage 3 (per Article 15.4), the College shall present detailed written charges to the dismissed employee.

ARTICLE XV Discipline

- 15.1 It is the intent of this section to provide a swift and fair handling of disciplinary matters.
- 15.2 No adjunct, who has completed the probationary period, shall be disciplined by the College without all rights prescribed below.
- 15.3 Discipline of an employee shall be for cause and may include a verbal warning followed by a written summary, verbal reprimand followed by a written summary, written reprimand, discharge or any combination thereof or other such penalties as may be deemed appropriate by the College.
- 15.3.1 Written statements that provide guidance or counseling to an employee regarding performance problems and desired correction action do not constitute discipline.

15.3.2 Employees who relinquish their duties mid-semester without consultation with the College shall be considered terminated and will not be granted further reappointment as outlined in Article 4.3.

15.4 An employee may resolve a proposed discipline or waive any rights prescribed herein, at any time, by a written agreement approved by the Director of Human Resources. An employee may be represented by counsel or a representative of the Union at every step of this procedure.

15.4.1 Step 1: Written Notice: Discipline shall only be imposed following written notice of specific charges of misconduct or incompetence from their supervisor containing therein a proposed penalty, reference to the rights provided in this section and notice of the obligation to appeal in writing within eight (8) work days, if the employee disagrees with the proposed penalty. Failure to appeal in a timely fashion constitutes acceptance of the proposed penalty.

15.4.2 Step 2: Hearing: Upon receipt of a written appeal from Step 1, the Director of Human Resources or designee, shall schedule a hearing to commence within ten (10) work days for the purpose of hearing the charges and proposed penalty. The employee shall have a right to present witnesses or documents at the employee's expense. The hearing shall be presided over by the Director of Human Resources, or designee, who shall render a written decision within ten (10) work days after the hearing is concluded.

15.4.3 Step 3: Appeal: Stage 3 of the Grievance Procedure as outline in Article 16.

ARTICLE XVI Grievance Procedure

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of the professional staff within the bargaining unit through procedures under which they may present grievances free from coercion, interference, restraint, discrimination, or reprisal.

16.1 Definitions

1.2 Grievance is a claim by any person or group of persons within the bargaining unit or the Association based upon any claimed violation, misinterpretation, misapplication, or inequitable application of the terms or provisions of this Agreement.

1.3 Supervisor shall mean any department chairperson, immediate supervisor, or other administrative or supervisory officer responsible for the area in

which an alleged grievance arises.

- 1.4 President is the President of the College.
- 1.5 Association shall mean Tompkins Cortland Community College TC3 Adjunct Association.
- 1.6 Aggrieved Party shall mean any person or group of persons within the bargaining unit or Association.
- 1.7 Director of Human Resources shall mean the person directly responsible for administering the Human Resources Department.
- 1.8 Party in Interest shall mean any party named in a grievance who is not the aggrieved party.
- 1.9 Hearing Officer shall mean any individual charged with the duty of rendering decisions at any stage (including Stage 4 below, where the Hearing Officer is the Arbitrator) on grievances hereunder.
- 1.10 Day shall mean working days under this Agreement, excluding Saturdays, Sundays, and Holidays.
- 1.11 Deadline Date shall mean where deadline dates are used in the contract and the date falls on a Saturday, Sunday, or a holiday the action must be completed on the last work day prior to the deadline date.

16.2 Procedures

- 2.2 All grievances shall include the name and position of the aggrieved party; the provision(s) of this Agreement alleged to be violated; the date of and the alleged act or omission constituting the grievance; the date of filing; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 2.3 Except for informal decisions at Stage 1 (a) all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons therefore. Each decision shall be transmitted in a timely manner to the aggrieved party and the Association.
- 2.4 The preparation and processing of grievances, insofar as practicable, shall be

conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

- 2.5 The parties agree to facilitate any investigation which may be required and to make available such relevant documents, communications and records concerning the alleged grievance as may be requested by the grievant or their duly authorized representative.
- 2.6 An aggrieved party and any party-in-interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against them, to testify and to call witnesses on their own behalf.
- 2.7 Any grievant has the right to have a representative(s) of their choice present at all stages of this grievance procedure excluding representatives of competing labor organizations.
- 2.8 No interference, coercion, restraint, discrimination, or reprisal of any kind at any time will be taken by any party hereto against the aggrieved party, and party-in-interest, any representative, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- 2.9 Forms for filing grievances will be provided by the College.
- 2.10 Nothing contained herein will be construed as limiting the right of the aggrieved to discuss the matter informally with the Director of Human Resources or any appropriate member of the administration and having the grievance informally adjusted provided the adjustment is consistent with the terms of this Agreement, and the Association has been given an opportunity to be present at such adjustment and to state its view on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding in future proceedings.

16.3 Time Limits

- 3.2 The time limits specified for either party may be extended only by mutual agreement.
- 3.3 No written grievance will be entertained, and such grievance will be deemed

waived unless written grievance is forwarded at the first available stage within forty (40) days after the aggrieved knew or should reasonably have known of the act or condition on which the grievance is based.

- 3.4 If a decision at one stage is not appealed to the next stage of the procedure within the time limits specified, the grievance will be deemed to be abandoned and further appeal under this Agreement shall be barred.
- 3.5 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, their representatives, and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

16.4 Stages of Grievance Procedure

Stage 1:

- 4.2 The aggrieved party will discuss their grievance with their supervisor, with the objective of resolving the matter informally.

Stage 2:

- 4.3 If the grievance is not resolved informally, it shall be reduced to writing and presented to the Director of Human Resources. Within ten (10) days after the written grievance is presented to the Director of Human Resources, a decision shall be rendered thereon, in writing, and presented to the aggrieved party and the Association.

Stage 3:

- 4.4 If the aggrieved is not satisfied with the written decision at the conclusion of Stage 2 and wishes to proceed further, they shall, within ten (10) days, file a written appeal of the decision with the President, submitting copies of the decision with the appeal.
- 4.5 Within ten (10) days after receipt of the appeal, the President or a duly authorized representative shall hold a hearing with the aggrieved and/or their representative and all other parties-in-interest.

- 4.6 The President or a designated representative shall render a decision in writing to the aggrieved, and the aggrieved's representative within ten (10) days after the conclusion of the hearing.

Stage 4:

- 4.7 If the Association is not satisfied with the decision at Stage 3 and wishes to proceed further the Association may, within ten (10) days of receipt of the decision of Stage 3, submit the matter to arbitration by written submission to the American Arbitration Association with copy to the Director of Human Resources. The parties will be bound by the Voluntary Arbitration Rules and Procedures of the American Arbitration Association in the selection of an arbitrator in the hearing and all matters related thereto.
- 4.8 The Arbitrator's decision will be in writing and will set forth their findings of fact, reasoning, and conclusions.
- 4.9 The Arbitrator shall have no power or authority to add to, subtract from or modify the express provisions of this Agreement or to make any decision which requires the commission of an act prohibited by law.
- 4.10 The decision of the Arbitrator shall be final and binding upon all parties.
- 4.11 All costs for the services of the arbitrator, including expenses, if any, will be borne equally by the College and the Association.

ARTICLE XVII Labor Management Committee

- 17.1 The purpose of the Labor/Management Committee shall be to provide a forum for communication and to resolve matters of mutual concern.
- 17.2 The Labor/Management Committee shall be comprised of a minimum of two representatives from the Association and a minimum of two representatives of the College to include the President or designee. Upon agreement between the Association and the College, additional representatives may be invited to the meetings when their attendance would be beneficial to the topic of discussion.
- 17.3 The first Labor/Management Committee meeting will be held within thirty days after the implementation of the contract and will meet quarterly thereafter at mutually agreed upon times. The committee may meet more frequently or less frequently upon mutual agreement.

- 17.4 A written agenda shall be exchanged by the parties no less than three days before the scheduled date of a meeting. At the time of the meeting, additional matters for discussion may be placed on the agenda by mutual agreement.
- 17.5 Matters resolved pursuant to this article may be placed in writing in the form of a memoranda or correspondence between the parties. The results of the meeting shall not be subject to the provisions of the grievance and arbitration procedures in this contract.

CONTINUATION ITEMS:

1. The College and the Association mutually agree to a sub-committee to meet monthly to discuss an instrument for evaluation and an instrument for Observations. The College and the Association mutually agree to implement the tools discussed during the 2023-2024 academic year.
2. The College believes that for all adjunct faculty continuous improvement, and maintaining best practices in the classroom is important, and wants to support adjunct faculty to attain promotions, while also ensuring robust teaching in classrooms. We therefore propose the following to re-evaluate the promotion process with the following timeline.
 - a) The Provost's office will work to develop a simplified, and streamlined promotion process by December 1st, 2022 for all adjunct faculty.
 - b) The parties will put together a subcommittee that includes both adjunct faculty, and board members to provide input into this new system through January. Upon conclusion of the discussion, the College and the Association will agree to this in writing.
 - c) The parties shall implement the system at the end of February of 2023.

Appendix A



*** First name:** _____

*** Last name:** _____

DOB: _____

*** Street address:** _____

*** City, State, Zip:** _____

Home phone: _____

Mobile phone: _____

*** Email:** _____

Twitter handle: _____

*** Local union name:** _____

YES! I request and accept membership in the local organization named above, the New York State United Teachers (NYSUT) and its national affiliates, American Federation of Teachers (AFT), the National Education Association (NEA), and American Federation of Labor-Congress of Industrial Organizations (AFL-CIO), where applicable.

I recognize the need for a strong union and believe everyone represented by a union should pay their fair share to support the union's activities. I hereby request and voluntarily authorize my employer to deduct an amount equal to the regular monthly dues uniformly applicable to members of the local organization named above and remit that amount to the local. I understand that this authorization and assignment is not a condition of my employment and shall remain in effect, regardless of whether I am or remain a member of the union, for a period of one year from the date of this authorization and shall automatically renew from year to year unless I revoke this authorization by sending a written, signed notice of revocation via U.S. mail to the union between the window period of Aug. 1-31 or another window period specified in a collective bargaining agreement.

By providing my cell phone number and signature I am expressly consenting to receive autodialed and/or prerecorded calls and/or text messages from or on behalf of AFT, NEA, NYSUT, AFL-CIO and/or the local union at the wireless number provided. The scope of this consent relates to any purpose for which any of the above entities may call. I understand that this consent is not a condition of my membership with NYSUT, its national affiliates, or the local organization named above.

*** Signature:** _____ **Date:** _____

*** Required**

For the College:

Malvika Talwar

Date

For the Adjunct Association:

Pat Sewell

Date