

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE COUNTY OF ULSTER

AND

**THE ULSTER COUNTY COMMUNITY COLLEGE
FACULTY ASSOCIATION**

**FOR THE PERIOD SEPTEMBER 1, 2004
THROUGH AUGUST 31, 2008**

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ARTICLE I

Section 1.

The County of Ulster, hereinafter referred to as the "County," and the Ulster County Community College Faculty Association, hereinafter referred to as the "Association," do hereby enter into the following collective bargaining agreement, becoming effective as of September 1, 2004.

Section 2.

The County agrees that the Association shall be the sole and exclusive representative of a unit comprising salaried full-time professional teaching staff holding academic rank, hereinafter referred to as "Full-time faculty", and all part-time faculty, hereinafter referred to as "Adjunct faculty", for the purpose of collective bargaining and grievances.

Section 3.

Subject to all provisions of Article 14 of the Civil Service Law and the penalties thereunder, the County shall deduct from the wages of faculty members regular membership dues and other authorized deductions for those faculty members that signed such authorization permitting such payroll deductions and to remit said deductions to the Association monthly. The County agrees, that, subject to the limitations and conditions contained in Section 208 of the Civil Service Law, bargaining unit members who are not members of the Association shall be required to pay an agency fee equivalent to the dues of the Association. The agency fee shall be deducted by the County and remitted to the Association in the same manner used for voluntary dues deduction.

Section 4.

The County agrees that the Association shall continue its period of unchallenged representative status for the maximum period of time as described in Article 14, Section 208 of the Civil Service Law, subject, however, to all other provisions of said article.

Section 5.

The Association hereby affirms that it does not assert the right to strike or conduct work stoppages or slowdown, or to impose an obligation to conduct, assist, or participate in a strike, work stoppage, or slowdown, upon its officers or members.

ARTICLE II

Section 1. Basic Compensation

A. Full-time Faculty Annual Salaries - The salaries of full-time faculty covered by this Agreement shall be increased as follows:

- Effective September 1, 2004 - The base annual salary of each full-time faculty member shall be increased by 3%.
- Effective September 1, 2005 - The base annual salary of each returning full-time faculty member shall be increased by 3%.
- Effective September 1, 2006 - The base annual salary of each returning full-time faculty member shall be increased by 3%.
- Effective September 1, 2007 - The base annual salary of each returning full-time faculty member shall be increased by 3%.

B. Adjunct Faculty

i. Salary Levels

Bargaining unit members shall be placed at the appropriate salary level as follows:

<u>Level</u>	<u>Credit Hours Taught</u>
I	0 - 23 Hours
II	24 - 47 Hours
III	48 - 71 Hours
IV	71+ Hours

ii. Adjunct faculty members shall be compensated as follows:

	<u>Level</u>	<u>Per Credit Hour</u>			
		EFFECTIVE	EFFECTIVE	EFFECTIVE	EFFECTIVE
9/1/04	9/1/05	9/1/06	9/1/07		
	I	\$593	\$617	\$642	\$667
	II	\$619	\$644	\$670	\$697
	III	\$645	\$671	\$698	\$726
	IV	\$671	\$698	\$726	\$755

iii. Employees who are members of the Organization of Professional and Administrative Personnel (OPAP) who teach courses shall be paid the appropriate rate as set forth in the Collective Bargaining Agreement between the College and OPAP.

iv. Adjunct faculty members shall be paid on a bi-weekly payroll. The parties shall meet to discuss the implementation of the bi-weekly payroll.

C. Chairperson and Coordinator Stipend

(1) A sum of \$12,000 for each year of the agreement is to be allocated for stipends for Department Chairpersons and Program Coordinators with responsibility for adjunct faculty. The sum of \$6,000 per semester will be divided by the sum of the adjunct faculty teaching in each department to arrive at an "amount per adjunct faculty member." (An adjunct faculty member teaching in more than one department will be counted in each department.) The "amount per adjunct faculty member" will be multiplied by the number of adjunct faculty members teaching in a department to arrive at the stipend received by each department chairperson and program coordinator.

Section 2. Full-time Faculty Overload Rates

For intersession, summer sessions and overload beyond the full-time faculty regular teaching load as provided for in this agreement, the compensation rate shall be as follows:

TITLE	EFFECTIVE 9/01/04	EFFECTIVE 9/01/05	EFFECTIVE 9/01/06	EFFECTIVE 9/01/07
Instructor	\$593	\$617	\$642	\$667
Assistant Professor	\$619	\$644	\$670	\$697
Associate Professor	\$645	\$671	\$698	\$726
Professor	\$671	\$698	\$726	\$755

Section 3. Independent Study Stipend

For the purpose of this section only, independent study shall include "skills evaluations" administered in the nursing program, "skills evaluations" administered in the foreign language courses, credit by exam, credit for life experience, cooperative education, field work, internship management, and other forms of non-classroom instructional evaluation. Faculty who teach independent study activities approved by the Dean of Faculty shall have those hours worked counted on a pro-rata basis as part of that faculty member's load at a rate of forty-five hours equal to one credit hour to be paid at a rate equal to one-thirtieth of their annual base salary. Faculty must submit a log describing and documenting the time spent in order to obtain credit pursuant to this section.

Section 4. Minimum Salaries

Minimum starting salaries within rank shall be as follows:

	EFFECTIVE 9/01/04	EFFECTIVE 9/01/05	EFFECTIVE 9/01/06	EFFECTIVE 9/01/07
Instructor	\$33,946	\$34,965	\$36,013	\$37,094
Assistant Professor	\$36,287	\$37,376	\$38,497	\$39,652
Associate Professor	\$39,799	\$40,993	\$42,222	\$43,489
Professor	\$43,310	\$44,609	\$45,947	\$47,326

Any unit member making less than the applicable minimum salary shall have their salary increased to the minimum salary prior to the calculation of any equity adjustment and annual salary increase.

Section 5. Market/Equity Discretionary Fund

When inequities in salaries arise due to job market fluctuations the President may, at his/her discretion, annually adjust those affected salaries. The amount of money available each year in a discretionary fund for such adjustments shall not exceed ten thousand dollars. At the request of either party, a Labor-Management Committee shall study and issue a report regarding a recommendation for salary and equity adjustments by January 15 of that year.

ARTICLE III
WORK LOAD

Section 1. Full-time Teaching Load and Instruction

A. Faculty members shall be assigned a teaching schedule of up to 30 semester hours of lecture, or a combination of laboratory and lecture, up to 30 per academic year.

B. Laboratory hours will be equated on a four for three ratio (four contact hours equal three lecture hours) except in the instances of Art Labs that have an instructional computer component, Biology, College Skills, the Physical Sciences (Chemistry, Physics, Environmental and Hazardous Waste and Earth Science) Engineering, Industrial Arts, Business and Nursing where laboratory hours will be granted on a one (1) for one (1) ratio.

C. Each full-time English faculty member who is assigned to three (3) or more writing courses in a semester within the English Department will have a reduced load of three (3) hours per semester; English Faculty with a reduced load will read "English Competency Exams."

D. The Nursing Department Chairperson and the President or his/her designee shall grant nursing faculty an additional one hour of lab time for special instructional preparation purposes for each four hours of clinical lab.

E. Full-time faculty members will, upon the request of the College administration, advise up to 25 student advisees without additional compensation. If requested to advise in excess of 25 students, a full-time faculty member will have his/her workload reduced or be paid overload as follows:

Equal to or more than	Less than	
25.5	34.5	advisees - ½ semester hour
34.5	44.5	advisees - 1 semester hour
44.5	54.5	advisees - 1½ semester hours
54.5	64.5	advisees - 2 semester hours
64.5	74.5	advisees - 2½ semester hours
74.5		advisees - 3 semester hours

F. The College may request qualified adjunct faculty members, on a voluntary basis, to advise students. The adjunct faculty will be compensated for advisement based on a formula of one-half credit hour for each set of ten (or fewer) students.

Section 2. Full-time Faculty Individual Course and Schedule Assignments

A. By March 15, for the fall semester, and October 15, for the spring semester, the College shall, on a semester by semester basis, establish and disseminate a master instructional schedule setting forth all courses to be offered and their meeting times and locations based on students' educational needs.

B. Within two weeks of the dissemination of the master schedule, the faculty of each department shall be individually informed, in writing, by their department chair of the courses and meeting times to be taught by the department during the upcoming semester.

C. On forms provided for this purpose, a copy of which is attached as Addendum A, full-time faculty shall advise their department chairs of their course and meeting times preference (inclusive of voluntary overload) for the upcoming semester within fifteen (15) days of being informed of the course and meeting time offerings set forth in paragraph A. A faculty member may submit preference forms to more than one department.

D. Subsequent to the receipt of course preference forms, if requested to do so in writing, department chairs shall meet individually with their faculty to discuss their course and meeting time preferences. Following all such meetings, or the waiver thereof, department chairs shall make recommendations, with the final decision made by the Dean of Faculty, on which courses will be taught by the faculty of their departments. Such decisions shall be predicated on each faculty member's appropriate instructional experience, prior evaluations, professional background, stated course preference(s), years of service in the department, and credentials in relation to departmental course offerings. Faculty will be informed by department chairs of their preliminary course and meeting time assignments in writing.

E. Faculty members are encouraged to submit suggestions for new course offerings and schedule alterations for inclusion in the master schedule. These suggestions will be directed to the Department Chairs.

F. Upon unanimous vote of the faculty in a department, the requirements of course preference submissions may be waived for periods of up to one year. Ballots not returned on a timely basis to the Dean of Faculty will be considered a vote for waiver of this requirement.

G. Adjunct faculty are not entitled to participate in the course "preference" process.

Section 3. Chairperson Load

Teaching load for department chairpersons, and for special projects are to be worked out in writing between the Association and Administration of the College for each year of this contract by April 15 for the following year.

Section 4. Additional Professional Obligations

A. In addition to their classroom teaching obligation, full-time faculty shall be required to schedule and keep four (4) office hours each week and attend the first and last President's meeting of the year; a day of registration each semester, commencement, and up to one day each semester for professional and/or faculty development that mutually benefits the College and Faculty and up to one day each semester for departmental organizational meetings.

B. In addition to their classroom teaching obligation, adjunct faculty shall be required to schedule and keep one office hour each week. For this purpose, adjunct faculty may conduct office hours by telephone or E-mail. Appropriate professional space as designated by the employer will be provided to the adjunct faculty for this purpose.

C. Professional Development - Adjunct faculty will be requested to participate in an appropriate professional development program as designed by a Labor-Management Committee.

D. The full-time faculty will participate in training on "banner" as part of their professional obligations. The content and scheduling of the training will be mutually agreed upon by the College and the Association at a labor-management meeting. Adjunct faculty that are invited to participate in the banner training will be compensated for the training at a per diem rate to be agreed upon by the College and the Association.

Section 5. Credit-Free Courses

The following is the procedure for assignment and compensation of full-time faculty who teach credit-free courses as part of their regular load or for overload:

Full-time faculty members may volunteer to teach any credit-free course offered by Continuing Education or the Development Center for Business which they feel they are qualified to teach. The Dean of Faculty will determine if such an assignment is appropriate, after consulting with the Dean of Continuing Education and the faculty member's Department chairperson. The faculty member should participate in designing the course and in selecting course materials.

The following factors will be considered when equating a credit-free teaching assignment to a credit-bearing assignment:

A. Contact hours - Fifteen contact hours (750 contact minutes) will be the equivalent of one credit hour.

B. Preparation - two hours of preparation time for each contact hour will be considered normal. Additional preparation time may be allowed under special circumstances, with two hours of preparation being equated to one contact hour. Considerations which may warrant additional preparation time include, but are not limited to:

- course content
- special setup time

- preparation of special classroom materials
- special student advisement and/or evaluation
- closeness of the course to one's own discipline and to courses being taught on a credit basis
- necessary meetings with business representatives and/or visitations to the business facility

An estimate of the amount of preparation time required for a course will be made by the faculty member prior to teaching the course for the first time. If this estimate exceeds two hours for every contact hour, the faculty member may request compensation for the additional preparation time. The faculty will be asked to justify the estimate and -- if the assignment is approved -- may be asked to maintain a simple log of the actual preparation time.

Compensation will be determined as follows:

1. There will be no additional compensation if the course (including any additional preparation time) is part of the faculty member's normal load.
2. If the course is in addition to the faculty member's normal load, payment (including compensation for any extra preparation time) will be as follows:
 - for credit-free Continuing Education courses, faculty will be paid at their overload rate.
 - for credit-free Development Center for Business courses, faculty will be paid the rate paid outside consultants (less 20% for benefits) or their overload rate, whichever is greater.
 - payment will be made at the time of the normal overload pay.
3. Reimbursement for travel will be the same as for credit courses.

Section 6. On-line/Distance Learning

A. Participation in distance learning or on-line teaching is voluntary. Faculty who do not volunteer cannot be adversely affected. There will be no reduction in College faculty and staff directly related to the College's participation in asynchronous learning.

B. Faculty who agree to develop a course will agree to offer it twice within a two-year period. If the faculty and the College both agree that the course should not be offered a second time, the course may be discontinued.

C. The College will make a good faith effort by advertising and other means to see that reasonable class size is maintained.

D. The College will provide faculty members who participate with an appropriate desktop or laptop computer while developing and teaching the course based on the faculty member's preference and technological needs.

E. The College will provide faculty members who participate with the appropriate training and technical support as proposed and contractually agreed upon by both the College and faculty member using Form DLC.

F. The College will provide faculty members who participate with the required software to teach the course and it will be installed at least four months prior to the course start date.

G. The College will provide faculty members (who participate by providing more than 3 credit hours of courses and more than one course online in a semester) installation of a dedicated telephone line (one time only) in the faculty member's home.

H. The College will provide faculty members who participate a monthly allowance up to \$50 per month for an Internet Service Provider (ISP) and telephone line fees (if applicable due to physical location of the home and the location of the ISP), as long as the course is taught.

Section 7. Copyrights, Patents, Intellectual Property and Privacy Rights

A. The College recognizes as part of the institutional educational mission the publication of certain kinds of materials which may be germane to educational processes or that may be classified as scholarly work. The College also recognizes and encourages the right of faculty to exercise individual initiative in creating materials which meet copyright specifications and which may generate royalty income for the creator when marketed.

B. It should be emphasized that this policy does not affect the personal ownership rights of faculty to books or other materials not specifically commissioned by the College or the preparation of which were not assisted in any significant way by a third party sponsor or the College. The creator is free to contract for publication, copyright his products in his own name, and receive royalties resulting from sales, providing the initiative for the work came from him and the College did not provide a significant portion of the resources utilized in production of materials, including grants, or contracts administered by the College (Form DLC attached as Appendix D).

C. Materials Subject to Copyright or Patent: shall be as provided by law.

D. Rights to Copyrightable Materials:

1. Individual effort: Any individual who produces copyright eligible material as the result of individual initiative and without the significant assistance, support or sponsorship of the college shall retain full right of ownership, control, use, and disposition over the material, use, and disposition over the material. The individual shall be solely responsible under such circumstances for determining whether to copyright the material.

2. College Supported Individual Effort: If the college provides significant support or assistance for an individual in producing materials eligible for copyright such as, but not limited to, the creator's use of college funds, equipment, facilities, materials, staff services, or other

resources without personal charge to the individual, ownership of rights in the material shall reside with the college unless a shared ownership agreement is negotiated at the beginning of each project using Form DLC. Attached as Appendix D.

3. College Sponsored Effort: Ownership rights in college sponsored materials shall be vested in the college subject to the conditions set forth in this statement of policy or agreement. Materials are college sponsored if the individual has been commissioned in writing by the college or otherwise assigned to develop the materials and, in their production, has been authorized release time for which the individual will receive compensation from the college funds, including grant and contract funds administered by the college as agreed upon in Form DLC. Attached as Appendix D.

Section 8. Use of Email

A. Electronic mail (“email”) shall not be used to send employees counseling memoranda, letters of reprimand and /or Notices of Unsatisfactory Service. If email is used to communicate an assignment to a faculty member, the faculty member shall be furnished a “hard copy” of such email immediately.

B. The College will not monitor the content of information transmitted over the College email absent an investigation of a specific complaint about the appropriateness of the contents.

C. The College and Association will mutually act to safeguard the privacy of communications by limiting distribution to the extent possible to the sender and recipient.

ARTICLE IV
PROFESSIONAL DEVELOPMENT

Section 1. Professional Development

The employer will provide a fund during each year of this contract for professional development administered jointly by the Dean of Faculty and the President of the Association. Past practice regarding substitute instructors will continue. All such development travel must have the prior approval of the President of the College or his/her designee.

The professional development fund provided shall be in an amount not less than \$25,000 in the academic year for seminars, conferences and educational assistance to be allocated as agreed to by the parties with the understanding that no more than one-quarter of the amount may be allocated to tuition reimbursement.

Reimbursement for allowable expenses upon return from professional travel will be at the rates shown below.

A. Use of private vehicle - for all purposes the reimbursement for mileage shall be provided at the current IRS rate.

B. Meals shall be as provided in the current agreement between the County and the CSEA.

C. Lodging - at a rate approved in advance by the President based on prevailing rates of the individual conference.

Departure from the above guidelines to allow proper representation for the College in certain circumstances may be approved by the Dean of Faculty.

Section 2. Full-time Faculty Professional Development Leave

One year leaves of absence for professional development shall be granted without pay. Each full-time faculty member on leave is guaranteed seniority and position upon return to Ulster County Community College. Full-time faculty members will continue to accrue salary increases while on leave; however, no other benefits shall accrue to a full-time faculty member while on such leave. While on such leave the faculty member may continue health insurance benefits at the member's own expense. All leaves shall be subject to the approval of the Board of the Trustees of Ulster County Community College.

Section 3. Other Leaves

Leaves of absence for other than professional development may be granted by the Board of Trustees of the College. Each full-time faculty member on leave is guaranteed seniority and position upon return to Ulster County Community College. No salary increases or benefits shall accrue to a faculty member while on such leave; however, those individuals who are granted a medical leave will have their salary adjusted upon their return to full-time status in accordance with salary increases given to other members of the bargaining unit. While on such leave the faculty member may continue health insurance benefits at the member's own expense.

ARTICLE V
OTHER BENEFITS

Section 1. Life Insurance

The employer shall provide, without cost to the full-time faculty members, group life insurance protection providing payment to the faculty member's designated beneficiary an amount equal to three times the member's annual salary. Provided the approval of the carrier can be obtained, faculty members will be allowed to purchase, through payroll deductions, additional amounts of group life insurance for themselves.

Section 2. Liability Protection

The employer will provide, without cost to faculty members, a minimum of \$1,000,000.00 comprehensive liability insurance for each covered occurrence or accident resulting from the assigned or authorized duties of the position on or off campus.

Section 3. Retirement Programs

A full-time faculty member must join the New York State and Local Employees' Retirement System, the New York State Teachers' Retirement System, or the Teachers' Insurance Annuity Association. The employer agrees to make full contribution as required by law.

Section 4. Health Insurance

A. Declination of Coverage

Those full-time faculty members who have health coverage elsewhere may elect not to be covered by the health plan options provided by the County through the College; the County will pay \$1,000 (\$2,000 effective 1/1/05) yearly to the member selecting this option. Those who elect not to use the County's health insurance coverage will receive the \$1,000 (\$2,000 effective 1/1/05) through four quarterly payments (i.e. \$250, \$500 effective 1/1/05 each in September, December, March and June). Faculty members may elect to return to the Health Insurance Coverage on the first day of any month next following a 5 day advance notice.

B. Basic Coverage

1. The County will provide for a health, dental and vision care plan providing benefits that are comparable to or greater than the benefit levels in effect as of January 1, 2003. The College will take all steps necessary to add Domestic Partner riders to the health, dental and vision care plans offered through the College if the County adopts a Domestic Partner rider for Countywide units

2. a. Effective September 1, 2004, full-time faculty who select dependent care coverage under the Participating Provider or Basic Medical Programs under the New York State Health Insurance Program (Empire Plan), or a comparable indemnity plan provided by the County, will pay 5% of the annual premium rate over ten months (September through June) pursuant to a payroll deduction plan. Faculty who select individual coverage will pay 5% of the annual premium rate for ten months pursuant to a payroll deduction plan.

b. Effective January 1, 2006, full-time faculty who select dependent care coverage under the Participating Provider or Basic Medical Programs under the New York State Health Insurance Program (Empire Plan), or a comparable indemnity plan provided by the County, will pay 7.5% of the annual premium rate over ten months (September through June) pursuant to a payroll deduction plan. Faculty who select individual coverage will pay 7.5% of the annual premium rate for ten months pursuant to a payroll deduction plan.

c. Effective January 1, 2007, full-time faculty who select dependent care coverage under the Participating Provider or Basic Medical Programs under the New York State Health Insurance Program (Empire Plan), or a comparable indemnity plan provided by the County, will pay 10% of the annual premium rate over ten months (September through June) pursuant to a payroll deduction plan. Faculty who select individual coverage will pay 10% of the annual premium rate for ten months pursuant to a payroll deduction plan.

d. The College will continue to provide HMO options provided through the Empire Plan subject to any deductibles set by the HMO. Effective September 1, 2004, the employee portion of the premium for individual or dependent each will be 5% of the cost of the HMO regardless of the HMO plan selected.

e. Effective January 1, 2006, the employee portion of the premium for individual or dependent care will be increased to 7.5% of the cost regardless of the HMO plan selected.

f. Effective January 1, 2007, the employee portion of the premium for individual or dependent care will be increased to 10% of the cost regardless of the HMO plan selected.

3. Full-time faculty members will not be required to contribute to the premium costs of the dental or vision care plans that are part of the existing health insurance plans.

4. On or about January 1, 2005 the College will make a one-time, lump-sum payment to the Association in the amount of Ten Thousand Dollars (\$10,000.00) to be used by the Association to provide health and welfare benefits to its members. Said fund will be administered by the Association and used to provide health and welfare benefits to its members according to the terms of a Trust Agreement administered by the Association. The Association will, upon request, provide a copy of the Trust Agreement and an Annual Report to the College. This fund is meant to replace the College's prior plan that reimbursed vision and dental costs not covered by the Empire Plan and the HMO alternative plans.

5. The Association and College agree to meet on an annual basis to review the existing health insurance plans. The Association and College may in this meeting, when mutually agreeable, agree to modify the plan benefits and deductibles.

6. The College shall continue to permit faculty members who subsequently retire to continue coverage currently provided retirees under the same terms and conditions as provided on January 1, 2000 subject to the same deductibles and co-pays as current members.

7. The parties agree that the County shall have the right to substitute through a carrier of its choice (or become self-insured) for the health insurance coverage indicated in the paragraph above, providing benefits that are comparable to or greater than the benefit levels provided by the Empire Plan described in paragraph B(2). In doing so, however, the County will provide the Association with at least 90 days notice of the effective date of such change. The Association shall review and study any changes to the benefits of said proposed plan.

8. Adjunct faculty will be entitled to enroll in the College health insurance program at the full cost to the adjunct faculty member. The adjunct faculty member who opts for insurance will be subject to the same deductibles as other faculty.

9. The College will provide an Employee Assistance Program (EAP) through Ulster County at no cost to the member.

C. Flexible Benefits Plan

The College will make available a flexible benefit program pursuant to Internal Revenue Code §125 in the maximum amounts allowable by law.

Section 5. Sick Leave

Full-time faculty shall earn sick leave at a rate of twelve (12) days per academic year. Sick leave shall be credited at the beginning of each academic year with accumulation up to 165 days, and faculty members will receive a monthly accounting of their accumulations. The administration may require a doctor's certificate after five (5) days absence. Faculty will attempt to hold "make-up sessions" for classes missed because of a sick-leave occurrence. The faculty member who makes up missed classes will be recredited with the sick leave deducted for the original occurrence.

Section 6. Adjunct Faculty Leave Credits

A. Adjunct faculty who are unable to complete their teaching assignment because of an emergency or other unavoidable circumstance may with the advance approval of the Department Chair, make arrangements for another adjunct faculty member to cover their teaching assignments.

B. Adjunct faculty will have the opportunity for paid sick leave of one hour each semester for each credit hour taught. This leave will not be accumulated and will not be paid out upon severance. Adjunct faculty will attempt to hold make-up sessions for classes missed because of a sick leave occurrence.

Section 7. Sick Leave Bank

Faculty members may contribute two (2) days from their sick leave accumulation reserve at the beginning of each of the first three (3) years of service at Ulster County Community College, and the employer will contribute one (1) day, for a total of three (3) days per faculty member per year, a total of nine (9) days for the three-year period. These days will be placed in a "sick leave bank" which shall be established to aid faculty members who suffer prolonged illness and whose sick leave accumulation has been exhausted. This sick leave bank shall accumulate to a maximum total of 500 days.

A faculty member with three (3) years or less in the unit may be permitted, on written application and adequate justification, to draw up to forty (40) days against the bank after the member's own accumulation has been exhausted.

A faculty member with more than three (3) years of service in the unit may be permitted, on written application and adequate justification, to draw up to ninety (90) days against the bank after the member's own accumulation has been exhausted.

Faculty members with more than three (3) years of service in the unit are entitled to contribute up to three (3) days of their sick leave during each year of this contract toward the sick leave bank. Only faculty members who have contributed to the sick leave bank shall be entitled to draw therefrom.

The Association will encourage qualified faculty members to cover a colleague's classes in the event of the latter's absence due to illness. When a faculty member agrees to "cover" a colleague's classes in the

event of the latter's absence due to illness, sick leave days will be credited to the substitute's individual account in the bank in proportion to the classes taught. For the purpose of computing the number of days to be credited, three (3) class hours "covered" shall equal one day's credit.

The executive committee of the Association and the Coordinator of Personnel Services will assist in the administration of this sick leave bank.

Section 8. Retirement Incentive

Employees who have a combination of age and/or years of service equal to or greater than 75 as of the effective date of retirement, shall be eligible for the retirement incentive.

Employees who satisfy the age and years of service requirement, and who notify the College of their irrevocable intent to retire between October 1, 2004 and October 31, 2004 effective at the end of the Spring 2005 semester, shall receive 90% of their base salary paid over one (1) year in bi-weekly installments with no deviation.

Employees who satisfy the age and years of service requirement, and who notify the College of their irrevocable intent to retire between October 1, 2006 and October 31, 2006 effective at the end of the Spring 2007 semester, shall receive 50% of their base salary paid over one (1) year in bi-weekly installments with no deviation.

In order to qualify for any retirement incentive payments a faculty member must have completed a minimum of 10 years of service at the College.

Section 9. Personal Leave

Full-time faculty members shall be entitled to five (5) days personal leave without loss of pay during each ten-month academic year. Notification of intended use of personal leave must be received by the Dean of Faculty within 48 hours in advance of leave time except in case of emergency. Faculty will attempt to hold "make-up sessions" for classes missed because of personal leave; the faculty members making up missed classes will be recredited with the personal leave for the original occurrence.

Section 10. Parental Leave

Unpaid parental leaves shall be granted by the President of the College for a period not to exceed one academic year. While on such leave the faculty member shall have the right to continue health, life and disability insurance benefits at the same rates and with the same contributions as other full-time faculty for twelve weeks. Upon recommendation of the President, the Board of Trustees may grant extensions of such leave.

Section 11. Family Medical Leave Act

Paid leave will be considered towards satisfying the College's obligation under the Family Medical Leave Act. Leave under the Family Medical Leave Act cannot be pyramided with other leave. The College may require an employee to use paid leave towards satisfying the College's obligation under the Family Medical Leave Act.

Section 12. Jury Duty and Court Appearances

Any full-time faculty member scheduled for jury duty, or for whom it is necessary to appear as a witness in Court or at a hearing before a governmental agency, shall be excused from professional responsibilities, without loss of pay or leave credits, to allow such participation. Any compensation received during this period of excused civil service shall be remitted to the College by the faculty member.

Section 13. Promotion Procedure

The Dean of Faculty will submit recommendations to the President of the College who will then submit recommendations to the Board of Trustees for their approval or disapproval.

If the President of the College or the Board of Trustees fail to approve the promotion, the appropriate party shall supply the individual with a written justification for this action upon request.

The President may make up to a maximum of eight promotions each year during the term of this agreement. In addition, merit promotions may be recommended by the President.

Each promotion from one rank to another will be accompanied by an increase in salary in accordance with the following schedule:

	EFFECTIVE 9/1/04
Instructor to Assistant Professor	\$2825
Assistant Professor to Associate Professor	\$3350
Associate Professor to Professor	\$3875

All promotion decisions shall be announced within fifteen (15) days of the Board action. In making promotion decisions, the College shall consider criteria related to the faculty member's job description and follow the Board Policy presently in effect. Criteria for promotion will be established jointly by the parties and will be published in the College Handbook and Rules and Regulations.

Section 14. Adjunct Faculty Longevity

Adjunct faculty hired as A Level I Instructor and satisfactorily completes 23 credit hours of teaching at the College shall be moved to Level II Instructor on the compensation scale. Thereafter, at Level II Instructor who satisfactorily completes 47 credit hours of teaching at the College shall be moved to Level III Instructor on the compensation scale. A Level III Instructor who thereafter satisfactorily completes 71 credit hours of teaching at the College shall be moved to a Level IV Instructor on the compensation scale.

Section 15. Reduced Time Appointment

A faculty member with continuing appointment may request a reduction of up to 50% in teaching load for an academic year. If the reduction requested is 50%, the faculty member may further request that the reduction take the form of one semester with a full teaching load and one with no teaching load.

The request for a reduced-time appointment for an academic year must be submitted to the President of the College by January 1 of the preceding academic year. There is no limit to the number of times a faculty member may request a reduced-time appointment. All requests must be approved by the Board of Trustees. The faculty member will be notified of the Board of Trustees' decision not later than April 1.

Faculty members with reduced-time appointments will continue to accrue salary increases. The salary received by a faculty member, as well as sick and personal day allowances, will be reduced by the percentage reduction in teaching load. The College's contribution to Social Security and the faculty member's retirement plan will be based on the salary received. The College will provide full Health Insurance coverage (including Dental and Vision) under the County plan elected by the faculty member. If Life Insurance coverage is available to the faculty member by the insurer, the College will reduce its contribution for this coverage by the percentage of reduction in base salary. The faculty member may elect to pay the balance required to maintain full coverage based on his annual salary if permitted to do so by the insurer.

Faculty members with reduced-time positions will not be eligible for sabbaticals, overload, reduced load, or chairperson positions. The number of advisees and office hours for which a faculty member will be responsible will be reduced by the percentage load reduction. Faculty members will continue to participate in all College and Department activities during the semesters in which they are teaching, and they may serve on College committees. Faculty members will attend at least the first and last faculty meetings of any semester in which they teach as well as scheduled professional and/or faculty development days in that semester. They will work at registration for any semester in which they teach. Faculty members teaching in the spring semester will attend graduation.

Section 16. Sabbatical Leave

A. Provided an adequate number of candidates apply for and meet the duly established criteria, up to four full-time faculty members shall be granted sabbatical leave in each year of this contract. Upon request, the Association will be provided access to sabbatical applications.

B. Payment During Sabbatical Leave

1. Half (1/2) salary for one full year, or full salary for half (1/2) year.
2. Negotiated increases shall accrue during leave.

Section 17. Full-time Faculty Long-Term Disability

The employer will provide the total premium cost of long-term disability insurance for full-time faculty. The vendor of this insurance will be determined by the College provided the conditions and coverage are equal to or exceed the TIAA policy currently in force.

Section 18. Termination Due to Budget or Program Curtailment

A. The services of any member of the faculty may be terminated in the event of financial or program retrenchment. If the President anticipates that such retrenchment may be necessary, he shall consult with the appropriate department chairperson and two officers of the Association concerning the policy to be followed in the reduction of staff; and in cases where reduction of staff is necessary, the faculty member involved shall receive notice as far in advance as possible.

B. For the purpose of this Article, seniority shall be defined by the years of service in the department.

C. Should the retrenchment of faculty with probationary or continuing appointments be necessary, all adjunct faculty in the department affected will be laid off first followed by the lay-off of all full-time temporary faculty in the department affected, followed by the layoff of all full-time probationary faculty in the department affected, followed by the layoff of faculty with continuing appointments in the department affected. Retrenchment of faculty with probationary or continuing appointments in the department affected shall be made in inverse order of seniority provided a faculty member has the qualifications to teach the courses to be taught or to perform the other duties required.

D. Any faculty member who is retrenched shall have no displacement prerogatives outside the department where the lay-off occurred. In the event that a full-time faculty member's position is eliminated through retrenchment in that faculty member's department, the faculty member shall be given priority consideration for adjunct assignments and then existing vacant positions in other departments, provided the faculty member is qualified.

E. If within two (2) years the position from which a faculty member with probationary or continuing appointment was retrenched is re-established or a vacancy occurs within the bargaining unit for which the retrenched member is qualified and the College elects to fill the position, the College will offer such position to the retrenched faculty in inverse order of retrenchment. Refusal of such an offered position shall terminate the retrenched faculty member's recall entitlement hereunder.

F. Faculty on approved leaves of absence, sabbatical leaves, or assignment to another department, shall continue to accrue seniority in their own department.

Section 19. Academic Freedom

As a member of the community, the Faculty member has the rights and obligations of any citizen, and measures the urgency of these obligations in the light of the responsibilities of a citizen engaged in a profession that depends upon freedom for its health and integrity. The Faculty member has a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

Section 20. Academic Calendar

Copies of all proposed academic calendars for each year shall be submitted to the Association for its recommendation at least one month prior to the date when the final calendar is to be selected.

Section 21. Class Size

Maximum class size shall be recommended to the President by the Dean of Faculty after consulting with the Department Chairperson, and the Association.

Section 22. Course Preparations

There shall be a maximum of three preparations per semester "on load." In the event that additional preparations are necessary in order to construct a full-time load, the affected faculty member will receive a stipend equal to one semester hour at the applicable overload rate for each additional preparation.

In implementing this section the parties agree to continue to abide by the provisions contained in the Letter Agreement dated August 22, 1991 which is attached as Appendix "C" and made a part of this Agreement.

Section 23. Service on College Committees

Service on College committees by full-time faculty members is essential. The Association will encourage service on such committees by its membership. Service on committees will continue to be considered for all promotion decisions.

Section 24. Summer Session Contract Protections

The tentative summer session schedule of course offerings and staffing shall be published by April 1st. Final assignments will be made subject to enrollment after registration.

Section 25. Access to Personnel Files

There shall be one personnel file maintained by the administration which may be seen at a mutually agreeable time by the faculty member. Confidential reference letters contained in the file will not be reviewed by a faculty member. The faculty member shall have the right to photocopy, at the member's own expense, the contents of the file, except confidential reference letters. The personnel file shall not leave the custody of the College administration.

Section 26. Election of Department Chairpersons

Department Chairpersons will be elected by a written procedure devised by the President. The normal term for Department Chairpersons shall be for a period of two (2) years. A period of other than two (2) years must have the approval of the Association.

Section 27. Office Space and Equipment

The Association will be provided with office space. The Association will bear the expense of phone installation and maintenance.

Section 28. Meeting Time and Use of Facilities

The Association will be granted one meeting a month to be scheduled on the College calendar. A room will be provided by the College to hold such meetings. Additional meetings at the College must have the approval of the President or his designee. Such meetings do not excuse faculty members from their normal scheduled duties. The College will provide the Association with a bulletin board, reasonable use of the College mail service and use of duplicating machines, typewriters, word processors, computers and peripheral equipment when not in use and subject to the approval of the Dean of Administration.

Section 29. Access to Information

The President of the College shall make available to the Association, upon request, any and all available information, statistics and records relevant to negotiations or necessary for the proper enforcement of the terms of this agreement which are reasonably and normally considered public.

Section 30. Tuition Waiver

A. Tuition for credit and credit-free courses offered by Ulster County Community College will be waived for benefited faculty, half-time or more, as currently provided for by Board of Trustees policy and established tuition waiver guidelines. Full-time faculty members shall have tuition waived for credit bearing courses for their spouse and resident dependent children.

B. Adjunct faculty members covered by this agreement are eligible to have tuition waived for one credit-bearing course during the semester of teaching. Credit-free and spouse/dependent tuition waivers are not permitted for adjunct faculty.

C. Consistent with the policies of the State University of New York, the College shall continue to cooperate in obtaining tuition assistance for faculty members who pursue studies at the State University of New York senior institutions.

Section 31. Professional Positions

A. Notice of Vacancies

Three (3) copies of each notice of each vacancy in bargaining unit positions (acting, temporary or permanent) shall be delivered to the President of the Association. Five (5) copies shall be posted by the College to provide a notice thereof to the faculty. Notices of vacancies which occur during the summer months shall be communicated by mail to the faculty who request the same on a form provided by the College. Faculty members shall be given equal consideration in filling such vacancies.

B. Opportunity for Joint Meeting and Recommendation

At such time as persons are being interviewed for positions on the faculty, an opportunity for a joint meeting involving the candidate(s), department chairperson and faculty of the appropriate department will be provided. The recommendation of each faculty member will be submitted to the department chairperson and the College.

C. Recruitment Qualifications

Faculty from a department shall be given the opportunity to participate in the development of the educational and experiential qualifications for all vacant faculty positions in the department. The posted qualifications should be those minimum qualifications necessary for consideration for continuing appointment. If an individual is employed for a term or probationary appointment who does not meet the minimum qualifications necessary for consideration for continuing appointment, the initial letter of appointment shall clearly state the education and experience that must be developed during the probationary period to be considered for continuing appointment.

Section 32. Physical Examination

When physical examinations and laboratory tests are required by law as a precondition to teaching, the College will pay the cost of such examinations and tests less the amount provided for such examinations and tests by the health plan under which the employee is covered.

ARTICLE VI
EVALUATION PROCEDURE

- A. The objectives of the evaluation process are:
1. To maintain a high quality of instruction and department administration.
 2. To improve the performance of the faculty member being evaluated.
 3. To encourage faculty to seek and use opportunities for professional growth and development.
 4. To gather information that may be used in the processes relating to the promotion and retention of faculty.
- B. Evaluation of all faculty
1. The evaluation process will include a self evaluation, peer review (including classroom observations), and student ratings. Alternative processes may be developed by the team and, if approved by the Dean of Faculty, implemented.
 2. Teaching effectiveness is the major factor to be considered in the evaluation process. Course content, objectives, and evaluation methods, as well as faculty-student interaction are among the criteria to be reviewed. Contributions to the instructional unit as a whole, student advisement, curriculum development and improvement, professional development and College-wide service will be considered.
 - 3.a. Full-time faculty who do not hold continuing appointment shall be evaluated annually. Faculty who hold continuing appointment will be evaluated every fifth year; an additional follow-up self-evaluation of progress made on the professional

development recommendation of the Dean of Faculty will be submitted to the Dean and Department Chairs within the third year following the formal evaluation.

- b. Adjunct faculty will be evaluated each semester using general criteria based on classroom teaching observation and student feedback. After eight (8) semesters, adjunct faculty will be evaluated annually.
- 4.a. For full-time faculty an evaluation team will be established by October 1 of the evaluation year (March 1 for those employed beginning with the Spring term or for faculty who, upon request, have been permitted to defer their evaluation to the spring semester) for each faculty member being evaluated. It will be composed of one full-time faculty member selected by the individual being evaluated, one selected by the faculty of the department in which the individual being evaluated holds appointment, and the department chair. The Dean of Faculty, while not a member of the evaluation team, may, with prior notification, observe classes of those faculty being evaluated. Changes in the committee's composition must be approved by the Dean of Faculty and the President of the Association.
 - b. Each team shall, in consultation with the faculty member being evaluated, develop written criteria and methods of evaluation and submit them to the Dean of Faculty and the individual being evaluated by October 15 (March 15).
 - c. In the second through fifth years of employment, the probationary faculty member will prepare a self-evaluation based on the criteria developed by the committee and submit it to the Evaluation Committee chair by November 1 (April 1).
 - d. The team will provide a written preliminary report of its observations to the individual being evaluated not later than December 1 (May 1).
 - e. The team will meet and discuss its observations with the faculty member being evaluated and, following that meeting, prepare a written report to be submitted to the Dean of Faculty and the individual being evaluated not later than December 15 (May 15). The report will include the committee's observations, methods, and recommendations. If there is lack of consensus, committee members may write separate reports.
 - f. The Department Chairs will also submit an assessment on the faculty member's "faculty-student interaction," contributions to the instructional unit, student advisement, curriculum development and improvement, professional development and College-wide service.
 - g. The faculty member being evaluated may reply in writing to the report with copies of the response delivered to the Dean of Faculty not later than January 1 (June 1). The response will be attached to the team's report.
 - h. The Dean of Faculty will meet with the faculty member being evaluated not later than January 25 (June 15) and inform the individual of professional development

recommendations, and, for probationary faculty, the recommendation to the President concerning reappointment, termination, or continuing appointment.

- i. The President will by February 1 (July 1) provide probationary faculty being evaluated, the Dean of Faculty, the Evaluation Committee, and the President of the Association with a copy of the recommendation to the Board of Trustees.
 - j. If the President of the College has recommended termination, the faculty member has the option of requesting a re-evaluation. To initiate this, the faculty member must submit to the President by February 10, (July 10) a written statement of desire for re-evaluation and reasons why such re-evaluation is warranted. Within five working days of receipt of the request for re-evaluation the Dean of Faculty shall appoint six members (Fifty percent of whom may be members of the original evaluation committee) of a seven member evaluation team. The seventh member will be selected by the faculty member being recommended for termination.
 - k. The re-evaluation team will develop written criteria and methods of re-evaluation. By March 15 (October 15) the committee will deliver copies of its report on the re-evaluation to the Dean of Faculty and the person not recommended for reappointment. The individual may reply to the report in writing not later than March 20 (October 20).
 - l. Recommendations will be made in writing by the Dean of Faculty to the President not later than March 25 (October 25) with copies to the individual being re-evaluated, the committee and the President of the Association.
5. Student ratings
- a. Probationary faculty will have student ratings of instruction completed in all courses in one of the semesters each year during their probationary term.
 - b. Faculty with continuing appointment will have student ratings of instruction completed in all courses in one of the semesters during the year in which they are evaluated and during one semester of the third year following the evaluation year.
 - c. A standardized evaluation form will be selected by a committee consisting of two faculty members selected by the Association and the Dean of Faculty. The committee may agree to modify the standardized evaluation form. If an agreement on a proposed modification is not reached, the existing instrument will continue to be used until an agreed upon instrument is substituted.
 - d. The instrument will be administered and returned in a sealed envelope to the Dean of Faculty by a student randomly selected from each class. The forms will be machine scored and the copies of the data made available to the faculty member, the evaluation committee and the Dean of Faculty.
 - e. In no event will student ratings be introduced as evidence in a termination proceeding for a faculty member with continuing appointment.

C. Evaluation of Department Chairs

Department chairs will be evaluated on the performance of their administrative duties in the fall of the second year of each term. Department chairs will be evaluated by the Dean of Faculty and the faculty within the department. A copy of the Dean's recommendations will be given to the President. A standard evaluation form for use by the faculty will be devised by the Dean of Faculty and the President of the Association in consultation with Department chairs.

ARTICLE VII
APPOINTMENTS TO FULL-TIME PROFESSIONAL STAFF

Section 1. Temporary Appointments

A. Temporary appointments are made to positions not expected to be permanent. Such appointment(s) are for fixed terms not in excess of one (1) academic year.

B. A full-time temporary appointment is defined as an appointment of a faculty member with an instructional assignment of more than eleven (11) semester contact hours for the period of appointment.

C. Faculty holding full-time temporary appointments shall be entitled to all benefits made available to probationary appointments except as expressly modified by this agreement.

D. Up to two years of time served by faculty under full-time temporary appointments who thereafter receive probationary appointments shall be considered time under a probationary appointment in determining probationary/continuing appointment status.

E. A faculty member may not be employed under more than two (2) consecutive full-time temporary appointments.

Section 2. Probationary Appointments

A. All faculty members will serve a probationary period of not more than five (5) years (exclusive of leaves) prior to being granted continuing appointment. However, the probationary period for transferees from other institutions of higher education within the State University of New York, in which tenure had been achieved, shall be reduced by years of tenured service at such institutions, up to a maximum of two (2) years.

B. Faculty members on probationary status whose appointments are renewed from year to year, will be granted continuing appointment upon renewal of their appointments beyond their probationary period.

C. All faculty members who are granted continuing appointments shall hold their respective positions during good behavior and competent and efficient service.

ARTICLE VIII
NON-RENEWAL, DISMISSAL, & VOLUNTARY TERMINATION
OF FULL-TIME FACULTY

Section 1. Non-Renewal of Probationary Faculty

A. Probationary faculty whose appointments are not renewed shall be so informed in writing as soon as possible but not later than April 1 prior to the effective date of non-renewal for the Fall semester, and November 1, for the Spring semester.

B. The non-renewal of probationary faculty is not subject to review under the grievance procedure. However, such faculty in the event of non-renewal at the end of their fourth or fifth probationary year shall, upon request, be provided with a written explanation of the decision of the College and shall, upon written request, be afforded a hearing before a committee of the Board of Trustees.

Section 2. Dismissal of Faculty With Probationary or Continuing Appointment
(Termination Other Than Non-Renewal)

A. Dismissal of a probationary faculty member shall be on thirty (30) days notice or pay in lieu thereof. Dismissal of a temporary faculty member shall be on five (5) days notice or pay in lieu thereof. Dismissal during the last (fifth) probationary year shall be subject to the grievance procedure herein provided.

B. Dismissal of a faculty member with continuing appointment shall also be on thirty (30) days advance notice or pay in lieu thereof. Such action shall, however, be subject to review under the grievance procedure. If a faculty member with a continuing appointment initiates a grievance, it shall begin at stage 2 (Article IX D[2]). The salary and health insurance of a faculty member with continuing appointment affected by dismissal shall continue until the earlier of the end of the then current semester or when the grievance procedure is abandoned by the faculty member or is exhausted, in which latter event, it shall be subject to the arbitrator's award unless, in either event, the faculty member, the Association (if the representative of the faculty member in the grievance proceeding), and the College shall otherwise agree in writing. The College shall have the burden of proof in any dismissal case. The health insurance of a faculty member with continuing appointment will be continued until the arbitrator renders an award or the grievance is abandoned or exhausted.

ARTICLE IX
GRIEVANCE PROCEDURE

A. Purpose - It is the policy of the College and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

B. Definitions -

- 1) A "Grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application.
- 2) A "Teacher" is any person in the unit covered by this agreement.
- 3) An "Aggrieved party" is the teacher or group of teachers who submit a grievance or on whose behalf it is submitted, or the Association.

C. Submission of grievance -

- 1) Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
- 2) Each grievance shall be submitted in writing on a form approved by the College and the Association and shall identify the aggrieved party; the provision of this agreement involved in the grievance; the time when and the place where the alleged events or conditions constituting the grievance existed; if known, the identity of the person responsible for causing such events or conditions; a general statement of the grievance; and redress sought by the aggrieved party.
- 3) A grievance shall be deemed waived unless it is submitted within twenty-one (21) calendar days after the aggrieved party knew or should have known of the events or conditions on which it is based.
- 4) A teacher or group of teachers may submit grievances which affect them personally and shall submit such grievances to the Dean of Faculty. The Association may submit any grievance.

D. Grievance Procedure -

- 1) The Dean of Faculty shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the Dean of Faculty or if no response is received within one calendar week after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the President.
- 2) The President or designated representative and a committee appointed from the Board of Trustees shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of their position with respect to it no later than two weeks after it is received by the President.
- 3) In the event the Association is not satisfied with the determination with respect to a grievance in D 2), it may, within twenty-one (21) calendar days after receiving the determination, refer the grievance to arbitration by a written demand for arbitration forwarded to the President.

E. Arbitration -

- 1) Arbitrations under this Section shall be heard by one of the arbitrators, who shall serve in rotation in the order named and according to the procedure described below:

Sheila Cole
Peter Prosper
Jeffrey Selchick

When a demand for arbitration has been filed with the President of the College, representatives of the parties shall contact the next arbitrator scheduled to serve in order to arrange a hearing date. The parties have the option of contacting the next arbitrator in the event that the selected arbitrator cannot provide a date within ninety (90) days.

- 2) The arbitrator's decision will be in writing and will set forth his findings, reasonings and conclusions on the issue submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The arbitrator shall have no power to alter, add to or detract from the provisions of the agreement. The decision of the arbitrator shall be final and binding upon both parties.
- 3) The cost of all proceedings, including arbitration, will be borne equally by the College and the Association.
- 4) The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available, unless otherwise permitted by law.

ARTICLE X
MISCELLANEOUS PROVISIONS

Section 1. Changes to This Agreement

Subject to the provisions of Chapter 392 of the Laws of 1967, this agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.

Section 2. Conflicts With Law

If any provisions of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 3. Legislative Action

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

Section 4. Equal Opportunity

Ulster County Community College is an equal opportunity employer and shall not discriminate against any person because of race, color, religion, sex, age, marital or parental status, sexual preference, handicap, or national origin in any term or condition except as such condition may constitute a bona fide occupational or assignment qualification.

Section 5. Meeting Minutes

One copy of minutes of Board of Trustees meetings shall be provided to the President of the Association when the minutes are prepared.

Section 6. Reprisals

There will be no reprisals of any kind taken against a faculty member by reason of membership in the Association or participation in any of its activities.

Section 7. Labor Management Committee

To facilitate communications between the parties and to promote a climate conducive to constructive relations between the College and the Association, conferences between the presidents and/or designees of the College and the Association may be held at the request of either party to discuss matters of mutual concern. Arrangements for such meetings shall be made in advance and shall be held at reasonable hours as mutually agreed upon by the parties. No provision of this section shall in any manner be used to alter the terms of this agreement, nor shall it in any way abrogate the rights and obligations of either party to the agreement.

Section 8. Labor-Management Subcommittees

The parties will establish one or more Labor-Management Subcommittees within ninety (90) days of the signing of the agreement to discuss issues of mutual concern including the creation of a due process judicial proceeding, the reorganization of academic affairs, and advisement training.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in the following manner:

COUNTY OF ULSTER

ULSTER COUNTY COMMUNITY
COLLEGE FACULTY ASSOCIATION

By: _____

By: _____
Dolores Quiles, President

DATE: _____

DATE: _____

ULSTER COUNTY COMMUNITY
COLLEGE

By: _____
Donald Katt, President

DATE: _____

ADDENDUM A
ULSTER COUNTY COMMUNITY COLLEGE

20__ _____ Semester Course Preference Form

This form is to be completed by each full-time faculty member and returned to the department chair.

PART I COURSE PREFERENCES(S)

- A. Listed below are the course(s) that I prefer to teach during the _____ semester; by check
 () I have noted the course or courses I would like to teach on a voluntary overload basis
 if such assignments are available.

<u>COURSE NUMBER</u>	<u>Section Number</u>	<u>VOLUNTARY Schedule Day/Time</u>	<u>OVERLOAD ASSIGNMENT ()</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

B. Meeting with Department Chairperson (check one)

- ___ I wish to have a meeting with my department chair to discuss my (Spring, Fall) semester course preference(s).
- ___ I do not wish to meet with my department chair to discuss my (Spring, Fall) semester course preference(s).

A.PART II COURSE SCHEDULE PREFERENCE

My preference(s) and the reasons therefore in regard to the meeting days and/or times for the courses to which I will be assigned during the _____ semester are as follows:

Date

Faculty Member

ADDENDUM C

Letter of Agreement between Ulster County Community College and the Ulster County Community College Faculty Association to be appended to the 1990-1992 Collective Bargaining Agreement.

Subject: Determination of Course Preparations to implement Article V, Section 19.

The intent of this section is to compensate faculty for whom more than three preparations are "necessary in order to construct a full-time load."

At the time of the publishing of the schedule, the Dean of Faculty shall identify which courses make up the base load as defined in Article III, Section 1 and adjusted by any "reduced" load assignments. The Dean will also identify those courses which are identified as overload.

To determine if the adjusted base load includes more than three preparations, the following guidelines will be used:

1. Independent study, field work, internship supervision and similar courses that do not require prior preparation will not be included in the calculation of preparations.
2. A course will be counted only once if taught by the same faculty member even though that course may have many parts (e.g. Chemistry Lecture, Laboratory, and Recitation will be counted as one preparation if taught by the same instructor.)
3. For courses of less than three contact hours, credits will be "bundled" in three contact hour units.
4. Multiple courses taught in the same classroom at the same time shall be considered one preparation.
5. A faculty member may, through the Department Chairperson, present unique cases to the Dean of Instruction for consideration. The Dean's decision is final.

DATE: 8/22/91

/s/ Robert T. Brown
Robert T. Brown

/s/ Beatrice N. Capen
Beatrice N. Capen

/s/ Charles A. Schenck
Charles A. Schenck

/s/ Barbara Sartorius
Barbara Sartorius

**APPENDIX D
FORM DLC**

FACULTY NAME: _____

PROPOSED START DATE OF DISTANCE LEARNING COURSE: _____
OR
ENHANCEMENT: _____

NAME OF COURSE & CODE: _____

CRN: _____ NUMBER OF SECTIONS TO BE OFFERED: _____

MATERIALS PROVIDED BY COLLEGE/BUDGET PLANS (attach additional materials sheets) Number of pages attached: _____

1. ISP NEEDS?
 2. SOFTWARE NEEDS PRIOR TO COURSE START?
 3. SOFTWARE NEEDS FOR COURSE TO START?
 4. HARDWARE AND EQUIPMENT NEEDS PRIOR TO COURSE START?
 5. HARDWARE AND EQUIPMENT NEEDS FOR COURSE TO START?
 6. ADDITIONAL MATERIALS NEEDS PRIOR TO COURSE START?
 7. ADDITIONAL MATERIAL NEEDS FOR COURSE TO START?
-

Attach a copy of the course syllabus and outline OR the proposal currently sent to Curriculum Committee (attach additional Course sheets).

Number of pages attached: _____

This is an agreement between the faculty member and the College to indicate SIGNIFICANT (ownership is joint between faculty member and the College) support, such as paid personal training, paid development, and paid matching funds for grants, provided by the College to produce the proposed course.

OR (cross out paragraph that is **NOT** applicable)

This is an agreement between the faculty member and the College to indicate NOT SIGNIFICANT (ownership is faculty member ONLY) support, such as paid personal training, paid development, and paid matching funds for grants, provided by the College to produce the proposed course.

SIGNED BY FACULTY MEMBER: _____ DATE: _____

SIGNED BY DEPARTMENT CHAIR: _____ DATE: _____

SIGNED BY DEAN OF FACULTY: _____ DATE: _____