

The proposal

6/22/21

PROPOSALS FOR A SUCCESSOR

TO THE

2018-2021 COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

BROOME COMMUNITY COLLEGE AND THE COUNTY OF BROOME

AND THE

FACULTY ASSOCIATION OF BROOME COMMUNITY COLLEGE

Submitted by the SUNY Broome Community College Faculty Association

June 22, 2021

The following are the Faculty Association's proposed changes to the 2018-2021 collective bargaining agreement. All current contract language not mentioned below shall remain unaltered. **Bold** language represents proposed new language and the ~~strike through~~ feature represents proposed language deletions.

ARTICLE 4 - DEFINITIONS

Article 4, Section 10, is amended to read as follows:

10. "Adjunct Employees" - Employees not on regular budget lines, regardless of whether they work 10 months or 12 months per year.
 - A. "Part-time" - Employees who work less than 30 hours per week or who teach less than 12 ~~credit hours or 15~~ contact hours per semester.
 - B. "Full-time" - Employees who work more than or equal to 30 hours per week or who teach **12 or more credit hours or 15** contact hours per semester.

Article 4, Sections 14 and 15 are amended to read as follows:

14. Promotion and Appointment (P&A) Committee – This departmental committee makes recommendations on appointments and promotion.

When making recommendations on appointments for ranked faculty, the Promotion and Appointment Committee is composed of all department members with rank or continuing appointment, excluding the department Chair/Director/Supervisor and those who are themselves candidates for appointment. When making recommendations on promotions, the Promotion and Appointment Committee is composed of all department members with rank and continuing appointment, excluding the department chair and those who are themselves candidates for promotion. There must be at least five (5) such members. In Departments where there are fewer than five, the Chair/Director and Dean/Vice President will name additional members to the Committee per the procedure outlined in Articles 35 and 36. P & A Committees acting on promotion reviews will also include a representative with academic rank and continuing appointment from outside the sponsoring division.

When making recommendations on appointments for professional (non-ranked) faculty, the Promotion and Appointment Committee is composed of all department members **or where no Department exists all unit members with the same functional job title** with continuing appointment, excluding the department Chair/Director/Supervisor and those who are themselves candidates for appointment. There must be at least five (5) such members **a majority of which shall be professional (non-ranked) faculty**. Should the requisite number of tenured professional (non-ranked) faculty not be available ~~in their department~~, candidates for appointment may draw from among tenured **professional** faculty in all divisions/departments across campus.

15. Search Committees

Ranked Employees Search Committee - This committee conducts searches for new "academic rank" faculty (Ex. "A"). It is comprised of the Department Chair/Director and any ranked faculty member in the department with continuing appointment who wishes to serve. In Departments where fewer than three department members have rank and continuing appointment, the Committee shall be the Chair/Director and up to three other ranked faculty with continuing

appointment from outside the department having helpful perspectives on the search, one of whom must have continuing appointment within the division sponsoring the search. The Committee shall include a person appointed by the President of the College.

Professional Employees Search Committee – Conducts searches for “professional” faculty (Ex. “A”). It is comprised of **a majority of professional faculty including** the Department Chair/Director and any **professional** faculty member with continuing appointment who wishes to serve. In Departments, **or where no Department exists, among those with the same functional job title**, where fewer than three ~~department~~ members have continuing appointment, the Committee shall be the Chair/Director, and up to three other **professional** faculty from outside the Department **or job title** with continuing appointment having helpful perspectives on the search, ~~one~~ **two** of whom must be a professional faculty with continuing appointment from the Division sponsoring the search. The Committee shall include a person appointed by the President of the College.

ARTICLE 8 - SCOPE OF AGREEMENT

This Agreement constitutes the entire understanding between the Employer and the Faculty Association.

It is agreed by the parties that during the period covered by this Agreement, neither party shall be obligated to collectively negotiate with respect to any subject or matter referred to or covered in this Agreement, or respect to any subject or matter not specifically covered in this Agreement. Notwithstanding the foregoing, the parties may, by mutual agreement, enter into discussions relating to the terms and conditions of employment and the method of administration of grievances arising thereunder. If such discussions lead to an agreement to add to, delete or modify any of the terms of this Agreement, such addition, deletion, or modification shall become effective as part of this Collective Bargaining Agreement upon being reduced to writing and executed by the properly authorized representatives of the parties hereto.

It is further agreed that part-time adjunct employees are not covered by the following Articles of the contract:

Article 3	Reciprocal Rights
Article 13	Sick Leave, <u>Except Sections 1, 10, and 11 and 12</u>
Article 15	Sabbatical
Article 16	Vacations
Article 17	Leave of Absence Without Pay
Article 18	Bereavement Leave
Article 20	Military Leave of Absence
Article 22	Life Insurance
Article 23	Health Insurance, <u>Except Section 4</u>
Article 29	Longevity Service Pay
Article 30	Miscellaneous Benefits, <u>Except Section 1B</u>
Article 35	Appointment of Academic Staff, Except <u>C1</u> , C4 and D1
Article 36	Promotion
Article 38	Load, <u>Except F, G, H, I, J and N</u>
Article 45	Discipline
Article 49	Professional Development Recognition Increment

Full-time adjunct employees are not covered by the following Articles of the contract:

Article 3	Reciprocal Rights
Article 15	Sabbatical
Article 17	Leave of Absence Without Pay
Article 35	Appointment of Academic Staff except C4 and D1
Article 36	Promotion
Article 38	Load
Article 45	Discipline
Article 49	Professional Development Recognition Increment

ARTICLE 13 – SICK LEAVE

Article 13, Section 12 is amended to read as follows:

12. Effective September 1, 2020~~1, 2020~~, **unit members with a minimum of one hundred (100) accumulated sick days shall be paid fifty dollars (\$50.00) for each unused sick leave day one thousand dollars (\$1,000) upon their resignation for the purpose of retirement or lay off. Set Said amount shall be paid no later than thirty (30) days from their date of retirement or lay off. Upon completion of their employment contract, Adjunct faculty shall have the option of being paid fifty dollars (\$50.00) per unused sick day. Said amount shall be paid no later than thirty (30) days from the adjunct's last day of work. Adjunct faculty not seeking payment for unused sick leave days shall retain their sick leave days per Article 13, Section 1.**

ARTICLE 15 - SABBATICAL LEAVE

Section 4 is amended to read as follows:

4. **TERMS AND CONDITIONS.** Sabbatical leaves may be granted for periods of one year at one-half salary, or for periods of one-half year at full salary, or for three summer sessions which shall be equivalent of one-half year at full salary. Eligible employees in titles with 12-month work year denoted in Exhibit "A" will have one half year sabbaticals for a period of six months. Eligible employees in titles whose work year is 10 months will have one half year sabbaticals corresponding to the academic semester. Employees under this Agreement on sabbatical leave may accept fellowships, grants-in-aid or earned income to assist in accomplishing purposes of their leave. Those employees taking sabbatical leaves not involving planned courses of study, i.e., industrial sabbaticals, may receive fellowships, grants-in-aid, or earned income to assist in accomplishing the purposes of their leave, but in no event shall such extra income allow the employee to receive in excess of the full amount of salary which the employee would receive had he/she not taken a sabbatical leave. Where such extra income does allow the employee to receive an amount in excess of salary that would have been received if not on sabbatical leave, the amount of salary paid to the employee by Broome Community College shall be reduced by that portion of extra income earned in excess of the employee's salary which would have been received had the employee not taken a sabbatical leave. This provision shall not apply to monies earned by an employee in activities unrelated to sabbatical leaves. **Unit members serving as Chair of a Department shall continue to receive their Chair stipend during the period of their sabbatical.**

ARTICLE 23 - HEALTH INSURANCE

Section 6 is amended to read as follows:

6. A full-time adjunct who carries a load of twelve ~~credit hours~~, fifteen contact hours or who works a 30-hour work week or more for four consecutive months shall be eligible for insurance coverage **pursuant to this Article**. ~~as in section 2, 3, and 4 above~~. It will be the responsibility of the employee to request health insurance coverage through the College when he/she becomes eligible for this benefit.

ARTICLE 28 – COMPENSATION

Article 28 shall be amended:

Minimum salaries shall be set according to the attached schedule. In the event that placement on the minimum salary schedule results in an annual increase in salary in excess of the following terms the following terms shall apply.

1. Effective September 1, 2021, returning full-time regular unit members on the payroll will receive a ~~\$2,200~~ **fair and equitable** general wage increase added to their base salary.
2. Effective September 1, 2022, returning full-time regular unit members on the payroll will receive a ~~\$1,800~~ **fair and equitable** general wage increase added to their base salary.
3. Effective September 1, 2023, returning full-time regular unit members on the payroll will receive a ~~\$1,500~~ **fair and equitable** general wage increase added to their base salary.
4. All other wage and compensation items in the Agreement shall be increased **in a fair and equitable manner in each year of the Agreement**. ~~three percent (3%) effective September 1, 2018, three percent (3%) effective September 1, 2019 and three percent (3%) effective September 1, 2020.~~
6. **The full-time and part-time adjunct pay rate shall be based on \$1,615.05 per contact hour and increased a fair and equitable amount each year of the Agreement.**

Effective September 1, 2021: \$ _____ per contact hour.

Effective September 1, 2022: \$ _____ per contact hour.

Effective September 1, 2023: \$ _____ per contact hour.

~~Effective September 1, 2018 each adjunct teaching professional employee will be paid in accordance with the following:—~~

Level I (part time)	<u>\$1,056.22</u>	per lecture hour per semester
	<u>\$924.12</u>	per laboratory hour per semester
Level I (full time)	<u>\$1,257.65</u>	per lecture hour per semester
	<u>\$1,099.38</u>	per laboratory hour per semester
Level II (part time)	<u>\$1,232.21</u>	per lecture hour per semester
	<u>\$1,100.23</u>	per laboratory hour per semester

Level II (full time)	<u>\$1,493.34</u>	per lecture hour per semester
	<u>\$1,337.79</u>	per laboratory hour per semester
Level III (part time)	<u>\$1,256.48</u>	per lecture hour per semester
	<u>\$1,121.59</u>	per laboratory hour per semester

Effective September 1, ~~2019~~, each adjunct teaching professional employee will be paid in accordance with the following:

Level I (part time)	<u>\$1,087.91</u>	per lecture hour per semester
	<u>\$951.84</u>	per laboratory hour per semester
Level I (full time)	<u>\$1,295.38</u>	per lecture hour per semester
	<u>\$1,132.36</u>	per laboratory hour per semester
Level II (part time)	<u>\$1,269.18</u>	per lecture hour per semester
	<u>\$1,133.24</u>	per laboratory hour per semester
Level II (full time)	<u>\$1,538.14</u>	per lecture hour per semester
	<u>\$1,377.92</u>	per laboratory hour per semester
Level III (part time)	<u>\$1,294.17</u>	per lecture hour per semester
	<u>\$1,155.24</u>	per laboratory hour per semester
Level III (full time)	<u>\$1,568.01</u>	per lecture hour per semester
	<u>\$1,404.68</u>	per laboratory hour per semester

Effective September 1, ~~2020~~, each adjunct teaching professional employee will be paid in accordance with the following:

Level I (part time)	<u>\$1,120.55</u>	per lecture hour per semester
	<u>\$980.40</u>	per laboratory hour per semester
Level I (full time)	<u>\$1,334.24</u>	per lecture hour per semester
	<u>\$1,166.33</u>	per laboratory hour per semester
Level II (part time)	<u>\$1,307.26</u>	per lecture hour per semester
	<u>\$1,167.24</u>	per laboratory hour per semester
Level II (full time)	<u>\$1,584.28</u>	per lecture hour per semester
	<u>\$1,419.26</u>	per laboratory hour per semester
Level III (part time)	<u>\$1,333.00</u>	per lecture hour per semester
	<u>\$1,189.90</u>	per laboratory hour per semester
Level III (full time)	<u>\$1,615.05</u>	per lecture hour per semester
	<u>\$1,446.82</u>	per laboratory hour per semester

7. ~~Level I is the starting rate. Instructors will move to Level II after completing three years of instruction of at least 2 semesters per year or the equivalent thereof. Instructors will move to~~

~~Level III after completing six years of instruction of at least two semesters per year or the equivalent thereof. Examples: One semester each year for six years; Fall and Spring semesters for 3 years; Fall or Spring and Summer or Winter semester for 3 years. An individual loses any accumulation of semesters if he/she does not teach for a two year period.~~

10. Chairpersons, program coordinators and other employees who ~~are requested to perform their regular professional duties other than teaching beyond the academic work year~~ **(after graduation and before the start of the following work year)** shall be compensated ~~for a minimum of thirty (30) hours at a per diem rate based on 1/200 of their base salary.~~ **Chairpersons, program coordinators and other employees who request to perform their regular professional duties other than teaching shall be compensated for a minimum of an additional ten (10) hours at a per diem rate based on 1/200th of their base salary for the period beginning with curtailment and ending five (5) workdays prior to the scheduled first day of classes in the Spring.** Exceptions to the rate are as follows:
 - A. Work associated with grant-funded responsibilities shall be compensated at a rate appropriate to the work to be performed as determined by the Faculty Association and the College.
 - B. Work associated with intake advisement and registration, whether group or individual nature, will be compensated at an hourly rate for a minimum of a four hour work period as follows: ~~\$26.74 for 2018-2019; \$27.54 for 2019-2020; and \$28.37 for 2020-2021.~~ **Rates shall be increased a fair and equitable amount each year of the Agreement.**
 - C. Academic program coordinators will be compensated at an hourly rate as follows: ~~\$26.74 for 2018-2019; \$27.54 for 2019-2020; and \$28.37 for 2020-2021.~~ **Rates shall be increased a fair and equitable amount each year of the Agreement.**
11. Minimum hourly rates were established for listed temporary, ~~part-time~~ positions as follows: **All rates shall be increased a fair and equitable amount each year of the agreement.**

Title	2018-2019	2019-2020	2020-2021
Assistant Librarian	\$35.69	\$36.76	\$37.86
Assistant Counselor	\$35.69	\$36.76	\$37.86
Clinical Instructor	\$32.20	\$33.17	\$34.17
Clinical Lab Assistant	\$20.17	\$20.78	\$21.40
Multi Media Lab Instructor	\$20.02	\$20.62	\$21.24
Test Administrator	\$16.88	\$17.39	\$17.91
Tutor (Non-Peer)	\$11.93	\$12.29	\$12.66
Writing Sample Evaluator	\$19.90	\$20.50	\$21.12
Nurse	\$31.83	\$32.78	\$33.76
Interpreter for the Deaf	\$31.79	\$32.74	\$33.72
Accompanist	\$28.99	\$29.86	\$30.76
Media Technician	\$17.75	\$18.28	\$18.83
Lab Technician	\$21.07	\$21.70	\$22.35

Section 13 is amended to read as follows:

13. Regular non-classroom faculty shall receive flex time, compensatory time, or payment for performing assigned duties when authorized in advance to work beyond their normal work day or work week (35-37.5 hours). **The regular work day and week shall fall between the hours of 8:00AM and 5:00PM, Monday through Friday unless otherwise established by mutual agreement between the unit member and their direct supervisor.** When the regular work week is not exceeded but the work day hours are exceeded, those hours are subject to flex-time. The flex-time hours will reduce an equivalent number of hours for the faculty member on other days that week. No flex, compensatory time or payment shall be granted for hours worked unless prior approval has been received from the appropriate Dean, Associate Vice President, Vice President, executive staff member or other designated supervisor authorized by the President of the College.

Employees shall be given at least two weeks' notice by the College management when their regular work schedule is subject to change due to demands of the College calendar or need for additional work beyond their normal work day or work week, unless an emergency situation necessitates less notification. Emergency situations emerge from unforeseen circumstances and shall be agreed to by the President of the College and the Faculty Association.

The faculty member shall first receive 1 hour of flex time wherever possible for each extra hour worked, then hour-for-hour compensatory time as the second priority for required extended hours up to 15 hours of accumulated compensatory time. For compensatory time accrued, every effort should be made to use compensatory time within 20 working days of accumulation.

If the maximum of 15 hours of compensatory time is reached, thereafter a \$28 payment for each hour worked over their normal work day or work week becomes an option when agreed to by the non-classroom faculty member. The faculty member shall receive 1.5 hours of compensatory time or \$42 per hour for each hour worked over their normal work day or work week if the hours are worked on a Saturday, Sunday, or a holiday.

Flex time, then compensatory time shall be the priority choice whenever possible and shall be scheduled as mutually agreed upon between the faculty member and supervisor and approved by the appropriate executive staff member or management supervisor listed above.

Up to 15 hours of compensatory time may be carried from month to month at the election of the faculty member, with additional carrying hours possible with approval by the appropriate executive staff member or supervisor listed above and the employee.

If the faculty member is carrying the maximum of 15 hours of compensatory time and additional work is assigned beyond the regular work day or week, it will be paid rather than added to compensatory balances unless the Faculty member desires to add to his or her compensatory time balance.

Once a non-classroom faculty member has determined whether they desire to carry a comp time balance beyond 15 hours, appropriate payment for those required hours beyond the 15 compensatory hours carried shall be made no later than the second regular pay period following the additional hours worked.

A new section 15 is added to read as follows:

15. **Departments conducting program reviews, accreditation reviews and/or external reviews shall be granted a minimum of three (3) contact hours of release time per review to be distributed by the Chair.**

ARTICLE 30 - MISCELLANEOUS BENEFITS

1. Physicals, x-rays and immunization.
 - A. Physical examinations required by law shall be paid for by the College and shall be administered by the physician(s) employed by the College, or any physician chosen by the employee at the College rate.
 - B. The Employer shall arrange to provide free flu shots in October, **as well as vaccinations related to the Corona virus and variants** to all professional staff who desire them.

ARTICLE 31 - DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, ~~2018~~ **2021** and shall continue in effect until August 31, ~~2021~~. **The duration of the Agreement shall be agreed to by the parties.**

ARTICLE 32 - REOPENING NEGOTIATIONS

~~Except as specifically provided to the contrary, this Agreement shall be effective September 1, 2015, after ratification by members of the Negotiating Unit represented by the Faculty Association and the Employer and continue in full force and effect until the 31st day of August, 2018.~~

One party shall notify the other, in writing, no sooner than January 1, but prior to January 31, that it wishes to modify this Agreement. In such cases, negotiations shall commence within fifteen (15) days from such date of notification.

ARTICLE 34 - LABOR-MANAGEMENT COMMITTEE

There shall be established an Ad Hoc Committee, the composition of which shall be mutually agreed upon by the parties, which shall meet to discuss problems arising on campus. This Committee shall concern itself with matters attendant to labor-management issues.

~~For the fall 2018 semester, a Labor Management Committee shall be established to address on-line course development related to SARA and OSCQR.~~

~~The CAO will convene a Labor Management Committee to discuss chairperson duties and responsibilities.~~

ARTICLE 38 – LOAD, CLASS SIZE MINIMUM AND MAXIMUM

- A. ~~Fourteen (14) to fifteen (15) semester credit hours shall constitute the usual range in an academic semester. Any assignment that exceeds fifteen (15) hours in a semester shall be paid overload per Section D, paragraph 2 of this Article.~~

In addition to teaching and other services related to the course assignment, responsibilities of professional employees shall include but not be limited to advisement, registration, office hours, committees, meetings, filing grades, attendance reports and such other duties as may be assigned by the Department Chair.

- A B. In all assignments ~~where the number of contact hours exceeds the number of semester credit hours~~, the usual range shall be ~~15 to 18~~ **fourteen (14) to fifteen (15)** contact hours in an academic semester. Any assignment that exceeds 18 fifteen (15) contact hours in a semester shall be paid overload per Section D C, paragraph 2 of this Article. ~~In addition, in any given semester/academic year the maximums shall not be considered the norms.~~
- B C. Such assignment shall be made by the Department Chair in accordance with approvals required by this Article. Full-time faculty granted full-time release shall be paid in accordance with Section DC, paragraph 2 for all courses taught while on said releases.

C D. Overload

1. Day: A Day Overload (**prior to 5 p.m.**) occurs when a full-time permanent faculty member's teaching load exceeds 15 semester credit hours per semester or 18 contact hours per semester. Payment for the overload will be in accordance with ~~the schedule included in item DC.2~~ here below. Day overload shall be allowed only in cases of extreme emergencies and where the Chair, Dean and/or CAO deem it necessary. Day Overload assignment shall require the approval of the President and/or designee thereof.

Evening: Any full-time permanent faculty member who volunteers to teach an evening (after 5 p.m.) course that is above and beyond his/ her normal load shall be paid according to ~~the schedule in item D C.2~~ here below for that assignment. An exception will be made for the evening/weekend Nursing program. Any full-time regular faculty member in the Nursing Department who volunteers to teach part of their normal load after 5 PM will not be paid overload for that assignment. The provisions of subdivision B A and C B of this Article will not apply.

Exclusive of Nursing, in the case where the normal load is not assigned by the Department Chair before 5 PM, then anything assigned by the Chair after 5 PM, once load is met, must be paid overload according to ~~the schedule in item D C.2~~ here below.

2. **The rate contained in Article 38.C.2 shall be based on \$1,615.05 per contact hour and increased a fair and equitable amount each year of the Agreement. Effective September 1, 2018 overload instruction compensation per course, 15-week semester or equivalent, will be paid in accordance with the following:**

Overload instruction compensation:

Effective September 1, 2021: \$ _____ per contact hour

Effective September 1, 2022: \$ _____ per contact hour

Effective September 1, 2023: \$ _____ per contact hour

Level I _____ ~~\$1,046.84~~ per lecture hour per semester
_____ ~~\$960.15~~ per laboratory hour per semester

Level II _____ ~~\$1,247.86~~ per lecture hour per semester
_____ ~~\$1,174.28~~ per laboratory hour per semester

~~Effective September 1, 2019, overload instruction compensation per course, 15-week semester or equivalent, will be paid in accordance with the following:~~

~~Level I _____ ~~\$1,078.25~~ per lecture hour per semester
_____ ~~\$988.95~~ per laboratory hour per semester~~

~~Level II _____ ~~\$1,285.30~~ per lecture hour per semester
_____ ~~\$1,209.51~~ per laboratory hour per semester~~

~~Effective September 1, 2020, overload instruction compensation per course, 15-week semester or equivalent, will be paid in accordance with the following:~~

~~Level I _____ ~~\$1,110.60~~ per lecture hour per semester
_____ ~~\$1,018.62~~ per laboratory hour per semester~~

~~Level II _____ ~~\$1,323.86~~ per lecture hour per semester
_____ ~~\$1,245.80~~ per laboratory hour per semester~~

~~Any full-time employee who has previously taught two consecutive semesters immediately prior to the overload will be paid at Level II.~~

3. Payments for overload courses will be made in the regular paychecks during the semester that the course is taught.
4. In the interest of maintaining instructional quality, ~~evening credit~~ overload assignments are limited as follows: ~~one (1) course including a lab~~ **nine (9) contact hours** for each Fall or Spring semester. ~~Any assignment exceeding the limit shall require the approval of the President or his/her designee.~~ **In no case shall a unit member be assigned more than twenty-four (24) contact hours in each semester.**

D E. Underload:

A teaching faculty member who does not meet the minimum ~~credit or~~ contact hours as set forth in sub-division "A" ~~and "B"~~ above may be assigned with no extra compensation at the discretion of the President to teach evening courses that come within the normal workload requirements.

E F. Summer and Winter Sessions:

1. a. Any faculty member who volunteers to teach a summer or winter semester course shall be paid according to the schedule items DC.2 above for that assignment.

F G. Prior approval by the Dean is required before faculty make any efforts to move forward with/offer an Independent Study, Guided Study, Advanced Study, or Under Enrolled course.

Independent Study – Instructors will be compensated for teaching Independent Study Contracts at the rate of \$200 per credit hour, per student.

An Independent Study is a one-to-one teaching/learning experience involving one student and a faculty member. There are two types of Independent Study.

1. **Guided Study** – Provides a single student the opportunity to take a course in the established College curriculum independently but under the guidance of a single faculty member. A guided study is not intended to supplant an established course.
2. **Advanced Study** – Provides a very able and highly motivated student the opportunity to explore a topic of study in a greater breadth and depth than would be possible in an established College course or in a course not offered at the College.

G H. Under-Enrolled Classes – When a class, including independent study, is run with fewer than six students but more than one student, instructors will be compensated at the rate of \$125 per contact hour, per student.

H I. Lecture classes with quotas of twenty five (25) students or higher will run with a minimum of fifteen (15) students. Refer to the table below for all other minimum class sizes.

<u>Maximum Class Size</u>	<u>Minimum Student Enrollment</u>
<u>20+</u>	<u>15</u>
<u>20</u>	<u>12</u>
<u>19</u>	<u>12</u>
<u>18</u>	<u>12</u>
<u>17</u>	<u>11</u>
<u>16</u>	<u>11</u>
<u>15</u>	<u>10</u>
<u>14</u>	<u>10</u>
<u>13</u>	<u>10</u>
<u>12</u>	<u>9</u>
<u>11</u>	<u>8</u>
<u>10</u>	<u>8</u>
<u>9</u>	<u>7</u>
<u>8</u>	<u>6</u>
<u>7</u>	<u>5</u>

These formulas shall not apply to labs and on-line courses for minimum class size. Exceptions may be made for pedagogical reasons, writing emphasis courses, graduation requirements, the only section of a course offered in a given semester, etc. This new provision will be in effect for the 2018-2019 academic year only. A Labor Management Committee shall be formed to evaluate

~~and make recommendations for retaining/eliminating this provision.~~ Minimum and maximum number of students for each course offering **(in person course, online course or course containing a required online component, including labs)** shall be determined by the faculty of each Department **per semester.** ~~within the established parameters.~~ ~~Exceptions to these class minimums are subject to the approval of the appropriate Dean and CAO.~~ The decision of the CAO is not subject to the grievance procedure.

- ~~I-J.~~ No section shall be cut prior to five (5) working days to the start of the first day of classes for the fall and spring semesters only.

A new section J is added to read as follows:

- J. Academic Advisor Case Load – Academic Advisors shall carry a caseload of no more than 250 students.**

A new section K is added to read as follows:

- K. Counselor/Student Ratio – The ratio of enrolled students to Counselors shall be no fewer than one counselor for every 1,000 students.**

A new section L is added to read as follows:

- L. Personnel Action Request (PAR) and Contracts – All Personnel Action Requests (PAR) and contracts shall be acted upon and finalized by the Administration within ten (10) business days of submission. Denials shall be in writing with a rationale for the decision.**

A new M is added to read as follows:

- M. Upon a Department reaching total overload and/or adjunct hours exceeding the following formula: the average of 9 contact hours X the number of full-time teaching faculty per semester, for each of the previous four consecutive semesters, a full-time line will be approved for the Department at the chair's request. The college shall not deny a department chair's request once these conditions are met.**

Example: 4 full-time teaching faculty in Department

$$4 \times 9 = 36$$

If an average of more than 36 overload and/or adjunct hours during each of the previous four (4) consecutive semesters exceeds 36 contact hours, upon the chair's request a full-time line must be approved for the upcoming semester.

Other reasons for requests/approval of full-time lines are to be decided between the Department and Administration.

A new section N shall be added to read as follows:

- N. Unit members will undertake a 7-1-7 academic schedule on a voluntary basis only. Full time faculty working a 7-1-7 schedule shall have their contractual load per Article 38. A in place two business days prior to the start of the first session of seven-week classes. Unit**

members shall not suffer a reduction in pay due to a 7-1-7 course cancelation and/or under enrollment.

ARTICLE 42 - VACANT POSITIONS

- A. Whenever a new professional position or vacancy occurs, such positions or vacancies shall be posted via **email to each bargaining unit member and** on all bulletin boards for a period of ten (10) days **prior to the commencement of an external posting and/or search.** A copy of the notice will be sent to the President of the Faculty Association and to all department chairs. Posting notice will include the procedures to be followed for application and will indicate to whom said application should be forwarded.

ARTICLE 48 – RETRENCHMENT

When in the judgment of the Employer and/or the Board of Trustees, retrenchment of staff and/or a reduction in the number of persons receiving responsibility adjustments becomes necessary, the Employer and/or the Board of Trustees may reduce the number of positions or persons receiving responsibility adjustments to the extent the Employer and/or the Board of Trustees deems necessary.

Notice of termination must be given to a continuing appointee employee six months prior to the commencement of an academic semester, to a term appointee 60 days prior to the commencement of an academic semester, and to an initial appointee under a one year contract 30 days prior to the commencement of an academic semester. Employees holding other positions covered by this Agreement shall also be entitled to 30 days' notice prior to termination of their positions. This notice shall only apply to adjuncts with signed contracts.

Prior to any unit member being laid off, Fast Forward and Overload Assignments shall be reviewed by a committee consisting four Faculty Association and four Administration representatives. The committee will review the current Fast Forward and Overload Assignments to determine if adjustments can be made in order to retain unit members and avoid lay off(s). The Committee shall report to the President of the College with recommendations.

Section A. 1 is amended to read as follows:

A. Identification

1. Employees will be laid-off in the following order in the department area affected:

- | <u>10 Month</u> | <u>12 Month</u> |
|----------------------------------|--------------------------------------|
| a. Temporary budget lines | |
| b. Part-time adjunct | a. temporary budget lines |
| c. Full-time adjunct | b. regular budget lines |
| d. Initial | |
| e. Term | |
| f. Continuing | |

On the recommendation of the appropriate standing committee, the President may retain an employee out of the above order, if he or she is the only employee qualified and

prepared to teach a course(s) **and/or perform a duty** necessary to the proper functioning of the College.

Section H is amended to read as follows;

Stage III

In the two weeks prior to the first possible date for the announcement of retrenchment(s), the President shall consider the recommendations of the Stage II Committee and the affected individual(s) and communicate an explanation of his/her decision(s) in writing on each recommendation to the Stage II Committee and whether he/she intends to proceed with retrenchment(s) or take an alternative action. If he/she decides to declare retrenchment, the stipulations within Article 48 will apply, except that it is understood that if retraining is the chosen option, such retraining will begin at the start of the next semester.

The administration and the FA also agree that if retrenchment is declared, the following will apply:

- During periods when retrenchment is being considered, workload will be defined in terms of workload available at the College, including summer, evenings, and weekends. When, in the judgment of the President, a department (or division, if applicable) cannot maintain a full workload for a faculty member, that faculty member will be eligible for teaching assignments in any departments which deem him/her to have satisfactory teaching credentials. Such judgment will be made through recommendations by department standing committees to the President.
- In cases where faculty cannot find alternative teaching assignments, the directors of offices/units where displaced faculty might find workload will review the credentials and backgrounds of those faculty and make recommendations to the President on each individual's potential to assume responsibilities within their offices/units. The final resolution of employment status will rest with the President.
- ~~• When conditions beyond the College's control (e.g. state or county mandates) force reductions in specific personnel, both the College and the FA will view the situation as exceptional and agree that the rules dealing with retrenchment will be waived. However, consistent with the intent of the retrenchment article, the impact of those conditions and the dislocations which they occasion will be negotiated.~~
- Adjuncts and individuals not on term or continuing appointment are not considered to be covered by Article 48 except insofar as seniority and layoff order are stipulated.

ARTICLE 49 - PROFESSIONAL DEVELOPMENT RECOGNITION INCREMENT FOR NON-CLASSROOM / PROFESSIONAL FACULTY

The increment adjustment shall be increased a fair and equitable amount each year of the Agreement.

Increment Adjustment:

Effective September 1, 2015, the increment adjustment shall be \$4,000.

ARTICLE 50 – DISTANCE LEARNING

Faculty members will undertake Internet-based courses, **including any course with a required online component**, on a voluntary basis only. No faculty member shall be required to teach an internet-based course, **including any course with a required online component**, to meet load requirements. ~~The Article applies to fully on-line courses only.~~

Compensation:

Rates for stipends contained in Sections A and B shall be increased a fair and equitable amount each year of the Agreement.

A. Faculty owned on-line courses, **or any course with a required online component**: The College will pay for up to **three (3) ~~two (2)~~** unique course developments to support faculty development for internet-based instructions **or any course with a required online component**. The stipend will be paid as follows: ~~\$2,909.75 for 2018-2019; \$2,997.04 for 2019-2020; and \$3,086.95 for 2020-2021.~~ The stipend shall be paid during the first semester an internet-based course **or any course with an online component** developed by the faculty member is offered on-line **or with a required online component**. Development of these courses requires approval of the Dean/AVP in advance prior to faculty members developing any online course **or any course with an online component** for which they expect to receive remuneration. Faculty seeking remuneration shall receive a complete response within fourteen (14) workdays of submission of the Internet-based/online Course Development Approval Form. **Approval shall be granted when a unit member has not exhausted their unique course developments pursuant to this section and the course development has been approved by the Chair.**

1. Property rights for faculty-owned on-line courses **or any course with a required online component**: Faculty members having developed, or developing the SUNY Broome Community College Internet-based courses **or any course with a required online component** shall hold intellectual property rights for course materials and content. The SUNY Broome Community College shall have the right to invoke nonexclusive, royalty-free use of the materials for a period of two years. The College shall have the right to use the material for one academic semester in the event that the instructor is no longer available to teach the course in order to provide another instructor time to development the course material. The originating instructor has the right of first refusal to teach all sections of the internet-based courses **or any course with a required online component** that s/he has developed.

B. College owned on-line courses **or any course with a required online component**: Faculty members agreeing to develop initial internet courses **or any course with a required online component** or additional internet courses **or any course with a required online component** for departments will receive a stipend of: ~~\$3,209.75 for 2018-2019; \$3,297.04 for 2019-2020; and \$3,386.95 for 2020-2021~~ per course. Development of these courses requires approval of the Dean/AVP in advance prior to faculty members developing any online course **or any course with an online component** for which they expect to receive remuneration. Faculty seeking remuneration shall receive a complete response within fourteen (14) workdays of submission of the Internet-based/online Course Development Approval Form. For these courses, rights to the materials remain with the College and will be assigned by the department chairpersons consistent with contractual load assignment procedures.

1. Property rights for College owned on-line courses **or any course with a required online component**: Faculty members receiving the stipend for developing initial or additional internet-based courses **or any course with a required online component** do not retain property rights for the course materials and content. For these courses, rights to the materials remain with the College and will be assigned by the department chairpersons consistent with contractual load assignment procedures.
- C. Any external licensing or commercial use of the materials developed with SUNY Broome assistance or support must be mutually agreed upon by the faculty member and the College within the two year period from the date the course is initially offered on-line. No individual, program, or department shall agree in a contract with any private or public entity to deliver distance education courses or programs, developed with SUNY Broome support, without prior approval from the SUNY Broome President.
- D. All instructors of internet-based courses **or any course with a required online component** shall have use of computers equipped to support their course along with technical support from the College. Course development shall also include converting an existing distance education course format to a new computer platform. Faculty members will be given a stipend of ~~\$100~~ **\$300** for the retraining and adaptation of each different course, **including each different modality**, for new computer platforms implemented subsequent to September 1, 2016.

Enrollment:

Faculty members having prior experience teaching internet-based courses may allow students to enroll as part of an existing on-campus course section but take the course in internet-based mode. Faculty members must agree in advance to participate in this type of instruction. The intent is to increase student access to college coursework. Class size minimums need to be approved by the Associate Vice President/Dean of the appropriate division.

~~For on-line courses, the minimum quota shall be eighteen (18) students and the maximum quota shall not exceed twenty two students. The minimum of number of students per on-line course shall be twelve (12). Exceptions may be made for pedagogical reasons, writing emphasis courses, graduation requirements, the only section of a course offered in a given semester, etc. Existing courses exceeding the maximum quota of twenty two (22) students may continue that practice as determined by the department.~~ [Memorandum of Understanding RE: FA Grievance 01-2018 dated March 12, 2019 shall no longer be in effect. See FA proposal RE: Article 38, H.]

Faculty Load:

All internet-based courses **or any course with a required online component** will be considered day load or overload and assignment will be consistent with Article 38 of this Agreement.

Evaluation:

Evaluation of internet-based courses **or any course with a required online component** shall follow the same procedure and evaluation standards as per the existing Collective Bargaining Agreement. Academic and individual freedom will apply as with existing modes of course delivery.

Training Requirements:

The faculty member agreeing to teach an Internet-based course **or any course with a required online component** must satisfy College mandated training requirements prior to teaching an Internet-based course. All associated costs for training mandated by the College will be paid by the College.

Property Rights:

Faculty members having developed or developing Broome Community College Internet-based courses **or any course with a required online component** shall hold intellectual property rights for course materials and content. Broome Community College shall hold rights to nonexclusive, royalty-free use of the materials for a period of two (2) years from the date the course is initially offered on-line. The originating instructor has the right of first refusal to teach all sections of the internet-based course **or any course with a required online component** that s/he has developed. This Agreement does not preclude the College from contracting with individuals for the purpose of developing intellectual property for the College, the rights to which shall remain with the College.

Any external licensing or commercial use of the materials developed with BCC assistance or support must be mutually agreed upon by the faculty member and the College within the two year period from the date the course is initially offered on-line. No individual, program, or department shall agree in a contract with any private or public entity to deliver distance education courses or programs, developed with BCC support, without prior approval from the BCC President.

Authorization:

A mutually agreeable Internet-Based Course **or any course with a required online component** Approval Form shall be developed through the Labor Management Committee. Completed forms will be signed by the participating faculty member, the appropriate Department Chair and Dean.

ARTICLE 51 – DENTAL BENEFIT

Eligible unit members shall include full-time and part-time employees. Employees shall have their contributions deducted from their paychecks in equal installments. The Dental Plan shall be administered by the college. For Individual, Two Person and Family Dental Blue Options Coverage, the employer contribution shall be 84%. Continuously employed instructional adjuncts are defined as those who have taught at least four (4) consecutive semesters excluding summer and winter terms. A break in service of more than two (2) consecutive fall/spring semesters restarts the clock on measuring continuous employment. Retirees that have met the above criteria by teaching overload courses shall also be eligible if they return as adjunct faculty members. Adjunct faculty members and retirees who have already met these criteria before June 1, 2018 shall be defined as continuously employed adjuncts. Continuously employed non-classroom part-time adjuncts are defined as those who have worked at least four (4) consecutive semesters, excluding summer and winter terms, for at least twenty (20) hours per week, prior to June 1, 2018

ARTICLE 54 – FAST FORWARD / CONCURRENT ENROLLMENT

Fast Forward/Concurrent Enrollment courses are classroom courses taught in the physical high school facilities which carry both SUNY Broome Community College and high school credit. No fully on-line courses shall be taught as Fast Forward/Concurrent courses. The chair or designee will be responsible for

Concurrent Enrollment courses and will be paid ~~\$10075~~ per section. The payment will be consistent with the respective rate adjustments established in Article 38 for each year of the bargaining Agreement. FTE's generated by Concurrent enrollment courses will be credited to the department offering the courses in any global formula the administration develops for distribution of released time hours. Chairs/Department Fast Forward Coordinators overseeing Concurrent Enrollment courses will be compensated within a reasonable amount of time. Reasonable is defined in this case as no later than one paycheck **after submission for payment.** ~~after the end of the semester.~~ The sections of the concurrent enrollment courses offered will be determined collaboratively by the Executive Vice President/Chief Academic Officer, the Division Dean, and the Department Chair. The intent is to avoid undue pressure on any party to offer these courses. Concurrent Enrollment courses shall not have the effect of reducing the number of consolidating, or eliminating faculty positions. If a full-time faculty member has insufficient load, she/he may be assigned by the chairperson to act as a mentor in an assignment that would equate to the number of contact and/or credit hours related to the appropriate Fast Forward/Concurrent course in question.

Compensation for chairs or their designated Coordinators for work completed as related to Concurrent Enrollment/Fast Forward responsibilities, will be paid as stated above for each course section supervised per semester with the following payment schedule:

For each instructor evaluation per site visit ~~\$200450~~. For each new instructor orientation workshop: ~~\$200450~~, and for each course assessed: ~~\$200450~~, frequency per National Alliance of Concurrent Enrollment Partnerships (NACEP). Payment will be based upon the number of course sections listed in the concurrent enrollment MOA's generated annually by the Fast Forward Center and approved and signed by the department chairperson. **A section shall be any credit bearing course and will include its supplemental parts including lab, studio time, clinical and any other parts that students register for separately.** Faculty travel reimbursements for mileage resulting from high school instructor evaluation shall be paid to the faculty member in accordance with Article 21.8 of this Agreement.

For departments offering more than 5 sections of concurrent enrollment courses in a semester, chairpersons may appoint a *Fast Forward coordinator that shall receive release time of 3 credit hours for this work per semester.*

ARTICLE 55 – ADJUNCT FACULTY

Section C is amended to read as follows:

- C. The College shall establish a fund for supporting Adjunct Professional Development in the amount of ten thousand dollars (\$10,000) **per year. Any unused funds shall rollover for use in subsequent years.** Adjuncts shall submit requests for professional development funds to their Department Chair for approval.

A new Section E is added to read as follows:

- E. **Each department will vote on the hiring qualifications for adjuncts by the end of Fall 2021. An Active Adjunct list shall be established by the Department no later than the end of Fall 2021 and submitted to HR. This list should contain the names of adjuncts who were teaching during the Fall 2021 semester, and others added at the discretion of the Departmental Chair. This list can also include adjuncts who were teaching previously, but not during the 2020-2021 year. Being included on this list does not guarantee the adjunct a position during any semester.**

New names can be added to the list by the chair contacting HR after an interview process. Thereafter, HR will maintain the list. HR will communicate by letter and email at the end of the semester with each person on the Active Adjunct list (whether currently employed or not), asking them to verify that they wish to remain on the list.

The chair should utilize the active adjunct list according to the established qualifications for staffing purposes to fill open sections.

A new article 59 is added to read as follows:

ARTICLE 59 - EQUIPMANT AND SUPPLIES

Unit members shall be eligible for reimbursement of up to \$2,000 related to the purchase of equipment, resources and/or supplies related to remote work. Purchases from March 1, 2020 and after shall be eligible for reimbursement. Unit members shall submit receipts for said purpose to their supervisor. The College shall make payment to the unit member within 30 days of submission of receipts.

APPENDIX A RESPONSIBILITY ADJUSTMENT

All rates in Appendix A shall be increased a fair and equitable amount each year of the Agreement.

The responsibility adjustment for the additional responsibility of duties of Department Chair or Assistant to the Dean during the work year defined as beginning five working days prior to the beginning of classes in the fall semester and ending two days after graduation is ~~\$7,008 for 2018-2019, \$7,218-2019-2020, \$7,435 for 2020-2021.~~

~~Effective on or after September 1, 2018,~~ In the event that a (12) month faculty member performs the duties of Department Chair or Assistant to the Dean on a (12) month work year basis, the responsibility adjustment for the related additional duties will be ~~\$10,306.~~ The (12) month responsibility adjustment will be ~~\$10,615 effective September 1, 2019, \$10,933 effective September 1, 2020.~~

APPENDIX B
MINIMUM SALARY SCHEDULE / HIRING RANGE

Minimum salaries are provided for in the following schedule. Maximum hiring rates may not exceed an amount in excess of 25% more than the amounts provided for below. In the event that a faculty member is hired at a salary higher than an existing faculty member in the same Department, the parties shall meet to discuss increasing the salary of the existing faculty who were surpassed.

All rates in Appendix B shall be increased a fair and equitable amount each year of the Agreement.

Grade	2018-2019 Proposed Minimum	2019-2020 Proposed Minimum	2020-2021 Proposed Minimum
F1	\$33,183	\$35,383	\$37,233
F1A	\$39,723	\$42,363	\$44,583
F2	\$36,453	\$38,653	\$40,503
F2A	\$43,647	\$46,287	\$48,507
F3	\$42,982	\$45,182	\$47,032
F3A	\$47,963	\$50,603	\$52,823
F4	\$47,232	\$49,432	\$51,282
F4A	\$56,582	\$59,222	\$61,442
F5	\$44,007	\$46,207	\$48,057
F5A	\$52,712	\$55,352	\$57,572
F6	\$51,907	\$54,107	\$55,957
F6A	\$62,192	\$64,832	\$67,052
F7	\$53,147	\$55,347	\$57,197
F7A	\$63,680	\$66,320	\$68,540
F8	\$57,049	\$59,249	\$61,099
F8A	\$68,363	\$71,003	\$73,223