SUCCESSOR PROPOSALS

TO THE LABOR AGREEMENT BETWEEN

THE BROOME COMMUNITY COLLEGE AND THE COUNTY OF BROOME AND THE FACULTY ASSOCIATION OF BROOME COMMUNITY COLLEGE

REVISED PROPOSALS FOR SEPTEMBER 23, 2025

- I. ARTICLE 13 SICK LEAVE
- 1. For Part-Time Adjunct faculty, sick leave credits shall be granted in the amount of three (3) per semester (**Summer**, fall and spring). A faculty member using a sick day on a day when only one class is scheduled shall be assessed a full sick leave day (1.0) the equivalent amount of contact hours for that day. Unused sick leave for Part-Time Adjunct Faculty shall roll over from year to year and shall not be diminished by breaks in service and retained for use while under hire by the College.
 - II. ARTICLE 13 SICK LEAVE
- 12. Effective upon ratification of this agreement, members with a minimum of one hundred fifty (100) (50) accumulated sick days shall be paid one three thousand five hundred dollars (\$1,500) (\$3,500) upon their resignation and/or a change in Full time To Part time status (or vice versa) for the purpose of retirement. Set amount shall be paid no later than thirty (30) days from their date of retirement resignation and/or change in status. Any member who resigns or changes in status or separates from the college shall be paid out fifty (\$50) per sick day. This provision shall also include adjunct faculty and alter the scope of Article 8 to include them.
- III. ARTICLE 13 SICK LEAVE
- J. Unit members who take sick leave for paternity or maternity leave shall be granted 5 of their sick days from the sick bank upon their return, whether or not they used the Sick Bank to account for the leave time.
 - IV. ARTICLE 23 HEALTH INSURANCE

Survivorship Benefit – Upon the death of the retired unit member, the spouse or domestic partner shall continue to be covered by the college sponsored health plan for one (1) year. This coverage shall include the employer premium contribution in place prior to the death of the unit member. Thereafter, the spouse or domestic partner shall be eligible to continue the health plan but shall be responsible for 100% of the cost. **Domestic Partners shall be included under the coverage provided in the family plan.**

V. ARTICLE 28 - COMPENSATION

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, **2025**, returning full-time regular unit members on the payroll will receive a **5%** general wage increase added to their base salary.
- 2. Effective September 1, <u>2026</u>, returning full-time regular unit members on the payroll will receive a <u>5%</u> general wage increase added to their base salary.
- 3. Effective September 1, **2027**, returning full-time regular unit members on the payroll will receive a **5%** general wage increase added to their base salary.
- VI. ARTICLE 28 COMPENSATION
- 6. Effective September 1, <u>2025</u>, each adjunct teaching professional employee will be paid an increase <u>5%</u> per credit hour and/or lab Hour per semester. <u>All levels of adjunct pay shall increase additionally by 5% for September 1, 2026, and 5% for September 1, 2027.</u>
- VII. ARTICLE 28 COMPENSATION

All other compensation items within this article shall increase at a rate of 3% per year unless stated otherwise in the SBFA proposals.

VIII. ARTICLE 29 – LONGEVITY SERVICE PAY

Effective September 1, 1984 **2025** the longevity system shall be as follows:

Continuous Years of Service Annual Amount

5 to 9 \$300 **\$800**

10 to 14 \$\frac{\$600-\$1,100}{}

15 to 19 \$900-\$1,400

20 to R \$1,200-**\$1,700**

IX. ARTICLE 31 - DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 2021 2025 and shall continue in effect until August 31, 2025 2028.

X. ARTICLE 32 – REOPENING NEGOTIATIONS

Except as specifically provided to the contrary, this Agreement shall be effective September 1, 2021, **2025** 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, 2025 **2028**.

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.

XI. ARTICLE 35 - APPOINTMENT OF ACADEMIC STAFF

6. Department Chairs – Are appointed by the President for terms of up to three years. The Department members shall forward to the administration the name(s) of the department member they wish to recommend to serve as chair. All department chairs shall receive a minimum of 9 credit hours of release time per semester with more release time available at the discretion of the college President. The conversion rate for credit hours to clock hours shall be 1 credit to 3 clock hours for non-classroom faculty. The provision will take effect September 1st, 2025 and shall not reduce the amount of release time previously granted to each classroom chair per the 2023/2024 Academic Year. (if a classroom chair had 18 credit hours of release time for chair duties, this provision shall not reduce that number). In all cases of assigned release time, the college shall hire adjunct faculty or the Chair will assign overload assignments to cover the released hours pursuant to the procedures in articles 35 and 38.

XII. ARTICLE 38 - - CHAIR DUTIES, 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. Once any portion of an assignment (which may include lecture and associated lab) takes the total load for a faculty member beyond the usual range, the entire assignment shall be paid as overload.

XIII. ARTICLE 38 - - CHAIR DUTIES, LOAD, CLASS SIZE MINIMUM AND MAXIMUM

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. All Department Chairpersons or other relevant faculty in a supervisory role including, but not limited to Staff Associates, Senior Staff Associates, Senior Learning Specialists and Senior Accessibility Specialists, shall assign the appropriate workload/caseloads to their respective department members and/or faculty personnel.

XIV. ARTICLE 38 - - CHAIR DUTIES, LOAD, CLASS SIZE MINIMUM AND MAXIMUM

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 17 contact hours in an academic semester. Any assignment that exceeds 18 17 contact hours in a semester shall be paid overload per Section D, paragraph 2 of this Article. In addition, in any given semester/academic year the maximums shall not be considered the norms. Once any portion of an assignment takes the total load for a faculty member beyond the usual range, the entire assignment shall be paid as overload.

XV. ARTICLE 38 - - CHAIR DUTIES, LOAD, CLASS SIZE MINIMUM AND MAXIMUM

D. Overload

1. Day: A Day Overload occurs when a full-time permanent faculty member's teaching load.... Day overload shall be allowed only in cases of extreme emergencies and where the Chair, Dean and/or VPAA

deem it necessary. <u>Both classroom courses and online courses may be assigned by the department chairpersons for this purpose.</u> Day Overload assignment shall require the approval of the President and/or designee thereof.

Evening: Any full-time permanent faculty member schedule in item D.2 here below for the total number of course credits exceeding 14 credit hours. Overload staffing assignments shall be made by the department chairperson with priority assignment to full-time members of the department having the first eligibility. Full-time faculty shall have the right to continue their overload assignments consonant with acceptable chair evaluations. If the demand for overload assignments exceeds availability, assignments shall be made by the chairperson on a rotational basis for the full-time faculty in the department. Both classroom courses and online courses may be assigned by the department chairpersons for this purpose.

XVI. ARTICLE 38 - - CHAIR DUTIES, LOAD, CLASS SIZE MINIMUM AND MAXIMUM

Delete the following language:

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 and C 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 scheduled in item D.2 here below.

XVII. ARTICLE 38 - - CHAIR DUTIES, LOAD, CLASS SIZE MINIMUM AND MAXIMUM

1. Effective September 1, 2025, overload instruction compensation per se, 15- week semester or equivalent, will be paid in accordance with the following:

\$1,262.67 per lecture hour per semester

\$1,174.36 per laboratory hour per semester

Level II \$1,505.05 per lecture hour per semester

\$1,425.13 per laboratory hour per semester

2. Effective September 1, 2026, overload instruction compensation per se, 15- week semester or equivalent, will be paid in accordance with the following:

Level I \$1,300.55 per lecture hour per semester

\$1,209.62 per laboratory hour per semester

Level II \$1,552.20 per lecture hour per semester

\$1,467.88 per laboratory hour per semester

3. Effective September 1, 2027, overload instruction compensation per se, 15- week semester or equivalent, will be paid in accordance with the following:

Level I \$1,339.56 per lecture hour per semester

\$1,245.90 per laboratory hour per semester

Level II \$1,596.70 per lecture hour per semester

\$1,511.91 per laboratory hour per semester

XVIII. ARTICLE 38 - - CHAIR DUTIES, LOAD, CLASS SIZE MINIMUM AND MAXIMUM

D. 8 Full Time Faculty with an overload assignment may request a replacement overload assignment in the event their overload assignment is cut or canceled. The department chairperson shall make this change in the lecture and/or lab assignment as needed to satisfy the overload request while following the language in this entire article. The department chair shall prioritize overload requests from the members of their own department, then offer remaining sections to continuously employed adjunct faculty, and then any newer adjuncts. Faculty shall retain the right to continue assignments per the language in Article 38.

XIX. ARTICLE 38 - - CHAIR DUTIES, LOAD, CLASS SIZE MINIMUM AND MAXIMUM

I. Minimum and maximum number of students for each course offering shall be determined by the faculty of each Department. Class sizes are subject to the approval of the appropriate Dean and VPAA. Class sizes are subject to agreement between the Department Chair and the Dean. In the event of a disagreement, the class size shall not be changed. Departments shall recommend class sizes to the Curriculum Committee for establishing all new courses. The decision of the Dean and VPAA Chair and Dean is not subject to the grievance procedure. Exceptions to run classes with below minimum enrollment may be made for pedagogical reasons, writing emphasis courses, graduation requirements, the only section of a course offered in a given semester, and sections offered as independent studies.

XX. ARTICLE 38 - - CHAIR DUTIES, LOAD, CLASS SIZE MINIMUM AND MAXIMUM

Any course with a maximum number of students that exceeds 40 shall be counted twice for the sake of calculating load. If the course is assigned as either day or evening overload, the course shall be paid for the entirety of the assignment and shall be considered a single overload.

- XXI. ARTICLE 38 - CHAIR DUTIES, LOAD, CLASS SIZE MINIMUM AND MAXIMUM
- 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 \$200 per contact hour, per student.
- XXII. ARTICLE 38 - CHAIR DUTIES, LOAD, CLASS SIZE MINIMUM AND MAXIMUM

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. If a section does not have at least (three) 3 students by (two) 2 weeks prior to the start of the semester, the Department Chair may elect to cut the class provided it does not eliminate load for a FT faculty member. Winter semester courses shall not be cut prior to two (2) business days after Fall semester grades are posted to students. Summer classes shall not be cut until five (5) working days prior to the start of each Summer term.

XXIII. ARTICLE 38 - - CHAIR DUTIES, LOAD, CLASS SIZE MINIMUM AND MAXIMUM

L. Curriculum: Department chairpersons shall work together with members of their respective departments to facilitate all curriculum related changes, conversations, and innovations.

The department chairpersons shall assign all sections without restriction unless otherwise stated in this article. This responsibility to establish the schedule throughout the entire academic year shall be solely their duty for their respective department. All non classroom chairpersons shall have the same right and responsibility to establish workloads, caseloads and department schedules for all of their departmental faculty.

XXIV. ARTICLE 41 - FACULTY ASSOCIATION

D. The Association shall have available a total of fifteen (15) 18 credit hours (or clock hour equivalent) of release time per fall and spring semesters for distribution by the Association President. The equivalent clock hour conversion shall be one (1) credit hour equals three (3) clock hours. During the summer, the Association President and Vice-President each shall have ten (10) clock hours of release time per week if she/he is a non-classroom faculty. A three (3) credit hour overload payment shall be paid each if she/he is a classroom faculty.

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

D. 1: A Recognition Review Committee shall be formed consisting of <u>five (5) Non-classroom regular</u> <u>faculty members including two (2) deans and one (1) director designated annually by the President or his/her designee one (1) Professional faculty member designated to chair the committee and (4) <u>regular employees as defined</u> one (1) department chairperson and one (1) regular employee as defined in the scope section of this Article <u>All both</u> designated annually by the Faculty Association President. The committee shall make written recommendations to the appropriate Vice President or the lead administrator in the organizational structure if that is not a Vice President.</u>

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

Increment Adjustment: Effective September 1, 2025, the increment adjustment shall be \$4,100 \$5,000.

XXVII. ARTICLE 50 – DISTANCE LEARNING

Faculty members will undertake Internet-based courses on a voluntary basis only. No faculty member shall be required to teach an internet-based course to meet load requirements. The Article applies to fully any course with an online component, including, but not limited to synchronous, blended, hyflex, or asynchronous courses.

Compensation: A. Faculty owned on-line courses: The College will pay for up to two (2) three (3) unique course developments to support faculty development for internet-based instructions. The stipend will be paid as follows: \$3,086.95 for September 1, 2021 - August 31, 2025. The stipend will be paid as follows: \$3,500 for September 1, 2025 - August 31, 2028. The stipend shall be paid during the first semester an internet based course developed by the faculty member is offered on-line. Development of these courses requires approval of the Dean/AVP in advance prior to faculty members developing any online course for which they expect to receive remuneration. All faculty members developing a course shall be approved by the Dean/AVP of the corresponding division for their first three unique course developments. Faculty seeking remuneration beyond the three guaranteed developments requires the approval of the Dean and shall receive a complete response within fourteen (14) work days of submission of the Internet-Based/Online Course Development Approval Form.

XXVIII. ARTICLE 59 - REMOTE WORK

No faculty member shall be compelled to work remotely. This article shall apply to all non-classroom faculty. For 10 or 12 month non classroom faculty, Chair/Director/Supervisor approval is required for remote work. A maximum of 15 clock hours may be approved on a weekly basis and every reasonable effort shall be made to accommodate the employee's request. The Chair/Director/Supervisor shall provide advance notice if they require all faculty to work in the office on days that remote work may be requested. Additional remote work hours may be requested for extenuating circumstances including, but not limited to medical conditions, inclement weather, and care for a child, spouse, parent and/or household member at the discretion of the Chair/Director/Supervisor. Further, it is agreed that all faculty continue to be covered by Workers' Compensation insurance should an injury arise out of and in the course of approved remote work. All work-related injuries shall be reported to the respective Chair/Director/Supervisor in a timely manner.

XXIX. ARTICLE 60 - NON-CLASSROOM ASSIGNMENTS

1. Assigning additional duties:

- A. Whenever the job description of a non-classroom employee, either ranked or professional, includes the following language or similar thereto; "Performs other activities as may be assigned by the..." employee supervisor, the provisions in this article shall apply.
- B. Whenever any supervisor or college designee assigns an additional duty beyond the routine parameters of the respective job description, they will be temporary and must remain relevant to the purpose of the position. The timeframe of such an assignment will be negotiated between the SUNY Broome Faculty Association President and/or their designee and the college President and/or their designee.
- C. Overload compensation for all such assignments will be negotiated with the Faculty

 Association President and/or their designee. These negotiations shall include a list of current job duties that will be reduced for the temporary assignment.

XXX. ARTICLE 60 - NON-CLASSROOM ASSIGNMENTS

2. Overtime/Overload assignments: Any Full-time non-classroom member shall be granted overtime upon their request. The area of the faculty member must have an articulated number of hours available for overtime eligibility or a department/area Chair/Director/Supervisor may determine such hours exist and can assign those hours to the Faculty member upon request. The assigned overtime hours shall be made available by the Chair/Director/Supervisor before hours are assigned to Part-time faculty.

The overtime hours shall match the pay rate of the title of the faculty member who performs those duties. These hours shall be in addition to the regular 35 hour (10 month) or 37.5 (12 month) work week. Any hours assigned as outside of this overtime article shall remain under the procedures as outlined in Article 28.

Upon satisfactory Chair evaluations, the faculty member shall have the right to continue such overtime assignment. If multiple faculty members in the same department request overtime, the Chair/Director/Supervisor shall rotate the overtime hours, starting with the most senior member based on years of service within that department.

XXXI. APPENDIX A RESPONSIBILITY ADJUSTMENT

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 \$7,621 for 2021 2022, \$7,812 for 2022 2023, \$8,007 for 2023-2024, \$8,207 for 2024-2025. \$7,850 for 2025-2026, \$8,085 for 2026-2027, \$8,328 for 2027-2028.

XXXII. APPENDIX B MINIMUM SALARY SCHEDULE / HIRING RANGE

Increase all minimum salaries by 4%.

All TAs previously agreed to remain in effect.