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*Contract of the
Herkimer County Community College
Professional Association*

And

*Herkimer County Community College
Board of Trustees*

And

The Herkimer County Legislature

September 1, 2003 through August 31, 2006

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

125

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**ARTICLE I
UNIT DEFINITION**

The bargaining unit consists of all full-time teaching faculty, non-teaching faculty, technical assistants and coordinators who are employees of Herkimer County Community College.

A. Definitions:

1. Teaching faculty include:

Professor
Associate Professor
Assistant Professor
Instructor
Lecturer

2. Non-Teaching faculty include:

(12 month)

Registrar
Counselor
Financial Aid Assistant
Senior Financial Aid Assistant
Admissions Assistant
Senior Admissions Assistant
Librarian
Assistant Director of Community Education
Director of International Programs

(10 month)

Counselor
College Learning Center Specialist
Director of Student Activities

3. Faculty includes all teaching and non-teaching faculty

4. Technical Assistants include:

(12-month)

Applications Support Technician
Micro-Computer Technician
Tech. Asst.- Physical Fitness Center
Tech. Asst.- Athletic Department
Tech. Asst.- Help Desk
Financial Aid Technical Assistant
Tech. Asst.- Computer Center
Tech. Asst.- Internet Academy Client Service
Hardware Support Technician
Tech. Asst.- Business Office
Network Technician
Systems Programmer/Analyst
Systems Technician
Tech. Asst.- Radio- T.V./A.V. Services
Tech. Asst.- Community Education

(10 month)

Technical Assistant
Tech. Asst.- Athletics
Tech. Asst. Computer Center
Tech. Asst.- Math/Science Technology Department
Tech. Asst. Telecommunications & Applied Science
Tech. Asst. Play and Learn Center

5. Coordinators include:

Public Relations Coordinator
Coordinator of Health Services (10 month)
Coordinator of Admissions Services
Special Services Coordinator
Radio/TV Coordinator

**ARTICLE II
ENFORCEMENT OF PROVISIONS**

- A. Should any article, section or portion thereof, of this agreement be held unlawful and unenforceable by any court of competent jurisdiction or by regulations of the State or current regulations of the County, such decision of the court or regulation of the State or County shall apply. Upon the issuance of such a decision, the parties agree to negotiate as soon as practical a substitute for the invalidated article, section, or portion thereof.

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

- C. The Herkimer County Community College Professional Association affirms that it does not assert the right to strike against any government, to assist or participate in such a strike, or to impose an obligation to conduct, assist or participate in such a strike.

- D. The parties agree not to discriminate on the basis of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or status as a handicapped individual.

**ARTICLE III
NEGOTIATION PROCEDURE**

- A. Prior to the expiration of this contract, the parties will enter into good faith negotiations leading to a successor to this agreement.

- B. The parties agree to make available to each other non- confidential data necessary for the drafting of proposals and counter-proposals.

**ARTICLE IV
PAYROLL DEDUCTIONS**

- A. The Association shall notify the College in writing as to the amount of its dues 30 days prior to the effective date of any change. The College shall deduct the regular membership dues of the Professional Association from the salary of each bargaining unit member and remit said deductions promptly to the Association. The College will notify the Association of any new unit employee no later than the first payday after employment. Said notification will include job title and salary. Dues will not be withheld from the salary of any new employee until the third payroll after inception of employment but said dues, when withheld, will cover the entire period of employment.
- B. The College will also provide, upon written authorization by any bargaining unit member, payroll direct deposit deductions, approved tax sheltered annuities and the NYSUT Benefit Trust.

1. Direct Deposit

Upon receipt by the College's Dean of Administration or his/her designee from a full-time bargaining unit member a lawfully written authorization form, which may be revoked in writing at any time, the College agrees to deposit the amount specified on the authorization card for the member into the banking institution or credit union so designated.

2. Tax Sheltered Annuity

Upon receipt by the College's Dean of Administration or his/her designee from a full-time bargaining unit member a lawfully written authorization form, which may be revoked in writing at any time, the College agrees to provide payroll deductions and deposits for said unit member for the purpose of the purchase of Tax Sheltered Annuity contracts. Such deductions shall be made only for purchase through those insurance companies which are designated by the State University of New York Board of Trustees and approved by the HCCC Board of Trustees as alternate insurers from which employees of community colleges may purchase Tax Sheltered Annuity contracts.

3. NYSUT Benefit Trust

Upon receipt by the College's Dean of Administration or his/her designee from a full-time bargaining unit member covered by this agreement a lawfully written authorization form, which may be revoked in writing at any time, the College agrees to provide payroll deductions and deposits to the NYSUT Benefit Trust for said bargaining unit member.

C. The union agrees to indemnify or hold the College harmless against any and all claims, suits, orders or judgements for monetary damages brought or issued against the College or its representatives as a result of any action taken or not taken by the College under the provisions of this section.

D. Agency Fee

The Professional Association is entitled to agency fee as provided for by the New York Legislature.

**ARTICLE V
FACULTY DUTIES, RESPONSIBILITIES AND RIGHTS**

A. Professional Responsibility

1a. Teaching Faculty:

The annual professional responsibility for teaching faculty is 2 academic semesters. A semester shall not exceed 75 days of classes and 5 days of examinations. Teaching faculty will be required to report no more than 5 workdays prior to the first day of classes. New faculty will be required to report no more than 7 workdays prior to the first day of classes. Registration, Orientation, Open House and Commencement are considered days of professional obligation for all teaching faculty members. Teaching faculty are required to attend faculty and division meetings scheduled during the period beginning with the first workday and ending with Commencement. Faculty will not be required to remain following Commencement unless unexpected divisional or college work requires additional time up to 4 workdays immediately following commencement.

1 b. Teaching Faculty (cont'd.)

If in the 2003-2004, 2004-2005, and/or 2005-2006 Academic Years, the College adopts the proposed revised Academic Calendar, the following language will apply for those Academic Years only.

The annual professional responsibility for Teaching Faculty is 2 academic semesters (fall and spring). Teaching is the primary role of the Teaching Faculty. Faculty are required to participate in the advisement and registration of students, an Orientation Day at the start of the semester, the fall or spring Open House and Commencement.

The fall semester shall consist of the equivalent of 75 days of classes*, 5 days of final examinations and 9 other days of responsibility, including Orientation Day, Advisement Day and Commencement (Faculty who did not attend the fall Open House must attend the spring Open House).

The spring semester shall consist of the equivalent of 75 days of classes*, 5 days of final examinations and 8 other days of responsibility, including Orientation Day, Advisement Day and Commencement (Faculty who did not attend the fall Open House must attend spring Open House).

The remaining other days of responsibility may be scheduled at any time during the respective fall or spring semester, but no sooner than 7 working days prior to the first day of classes in the fall semester and 6 working days prior to the first day of classes in the spring semester.

Teaching Faculty are required to attend faculty and division meetings scheduled within the period of faculty responsibility. Faculty will not be required to remain following Commencement unless unexpected divisional or College work requires additional time up to 4 workdays immediately following Commencement.

*Equivalence based on the established pattern of 45 fifty-minute classes, or 30 seventy five minute classes for a three credit course. Minor variations from this pattern are permitted.

2. Non-Teaching Faculty:

The annual professional responsibility for twelve (12) month non-teaching faculty is equal to a full year (Sept.1-August 31). The annual professional responsibility for ten (10) month non-teaching faculty is equal to 218 work days. Ten month non-teaching faculty will be notified (HCCC's comprehensive calendar) of their days of obligation (start & end dates) by May of each year. Non-teaching faculty are required to attend faculty meetings and may be required to attend division/department meetings. Orientation, Open House, Advisement Day and Commencement are considered days of professional obligation for all non-teaching faculty members.

3. Technical Assistants and Coordinators:

The annual professional responsibility for twelve (12) month technical assistants and coordinators is equal to a full year (Sept. 1-August 31). The annual professional responsibility for ten (10) month technical assistants and coordinators is equal to 218 work days. Ten month technical assistants and coordinators will be notified (HCCC's comprehensive calendar) of their days of obligation (start & end dates) by May of each year. Technical Assistants and Coordinators may be required to attend faculty and division/department meetings.

B. Teaching

1. The primary responsibility of the teaching faculty at the College is teaching. The normal regular teaching load will be 30 semester credit hours or up to 33 contact hours in those areas with combined lecture/lab assignments. Present scheduling patterns shall continue, except where impacted by the above.
2. Physical Education teaching faculty shall be required to coach during their first ten (10) years of employment with the college. After ten years of employment, Physical Education teaching faculty who wish to continue to coach shall apply, each year, to the Director of Athletics and Physical Education, whose determination shall be final and non-grievable. Physical Education teaching faculty shall be required to teach 34 contact hours. Physical Education teaching faculty hired after January 1, 1995, shall be required to teach 34 contact hours in addition to coaching one sport. In addition, coaches shall receive an agreed upon stipend as indicated in Article VI.H.1.

3. The directing of major extracurricular musical or dramatic productions shall be optional.

C. Office Hours

1. Teaching faculty shall be available for conferences with students in their classes, advisees and other students.
2. The five (5) office hours held each week are hereby defined as a total of two hundred fifty (250) minutes. These office hours are to be scheduled in no less than twenty-five (25) minute blocks. Faculty are to post and adhere to a minimum of five office hours per week distributed over at least three days. In addition, it may be necessary to schedule appointments for students who have classes during all of a given instructor's regular office hours. Ordinarily, faculty class schedules include teaching assignments on all five regular instructional days of the week. In any case, a combination of classes and office hours must include duty on each of the five days.
3. Teaching faculty members teaching evening classes as part of their assigned teaching load may use one twenty-five minute block immediately preceding or immediately following the evening class.

D. Graduation

The bargaining unit shall be represented on the dais at the College graduation ceremonies by a faculty member elected by the unit as a whole.

E. Conference Attendance

1. Bargaining unit members will be allowed to apply to attend conferences both within and out of state. More than one faculty member may attend the same conference. Technical Assistants and Coordinators will be allowed to apply to attend conferences as may be appropriate.
2. Prior approval for all conference attendance must be obtained in advance from the President or his/her designee and a written summary submitted to the President or his/her designee within ten (10) days after the conference.

F. Academic Regalia

The College will provide academic regalia through rental for full-time faculty bargaining unit members for required functions.

G. Board of Trustees' Minutes

The Professional Association will be provided with one copy of the minutes of meetings of the Board of Trustees as soon as possible after such minutes are approved.

H. Personnel Files

Upon written request a bargaining unit member shall be given one (1) copy of his/her personnel file without charge each fiscal year.

No material of a derogatory nature or critical of the performance of any unit member will be placed in the personnel file until the unit member has been notified of the intention to place the material in the file and given the opportunity to attach a written response.

I. Tuition Policy

The College will waive the cost of tuition for full-time Bargaining Unit members, their spouses and dependents when taking courses at Herkimer County Community College less any tuition assistance for which the eligible student may qualify. Student registration will be based upon the class operating without the dependent or staff enrollment.

For those establishing membership in the Fitness Center following their completion of individual instruction the College will pay the membership fee. All additional College fees must be paid by the enrollee.

J. Search Committee

The Professional Association shall have an opportunity to participate in interviews of candidates for the positions of Deans, Assistant Deans, Associate Deans and President.

Faculty shall be represented on any administrative search for the above referenced positions.

K. Work Schedule (Technical Assistants)

1. Full-time technical assistants shall work a 35-hour workweek.
2. Starting and ending times of the work day shall be determined by the appropriate supervisor to correspond to the needs of the College.
3. An employee's work schedule may be changed upon a one week notice to the employee, except in an emergency.
4. All overtime shall be paid at a rate of one and one-half times an employee's regular hourly pay after working 35 hours in a work week. Overtime worked on a holiday (listed in Article VIII H) will be paid at a rate of double an employee's regular hourly pay. All overtime must receive prior approval of the appropriate supervisor.
5. When a technical assistant, after leaving work, is called in and reports for work other than during his/her regular scheduled time, he/she shall be entitled to a minimum of three (3) hours of pay. He/she will be paid at the overtime rate for the time of actual work and a straight time for the remainder of the three hours.

L. Student Evaluation of Faculty

Procedures for student evaluation of faculty are included in the Faculty Handbook, section 21.42

M. Commencement

Commencement is an important aspect of the professional responsibility of the faculty. Faculty using a personal day on the day of Commencement must give notice of same, in person, to the President of the College, or his designee, at least five days before Commencement. Variance from the above is allowable under emergency or unusual circumstances.

**ARTICLE VI
SALARIES**

A. Salary Increases

1. 2003-04

a. Effective September 1, 2003 all bargaining unit employees, except new hires shall receive a 3 percent salary adjustment on their individual base salaries.

2. 2004-05

a. Effective September 1, 2004 all bargaining unit employees, except new hires, shall receive a 3 percent salary adjustment on their individual base salaries.

3. 2005-06

a. Effective September 1, 2005 all bargaining unit employees, except new hires, shall receive a 3 percent salary adjustment on their individual base salaries.

B. Base Salary Ranges (effective Sept. 1, 2003 – Aug. 31, 2006)

	Year 1	Year 1	Year 2	Year 2	Year 3	Year 3
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Teaching Faculty						
Professor	42,300	n/a	43,600	n/a	45,000	n/a
Assoc. Professor	35,600	58,200	36,700	60,000	37,900	61,800
Asst. Professor	33,500	50,400	34,600	52,000	35,700	53,600
Instructor	30,900	46,400	31,900	47,800	32,900	49,300
Lecturer	25,800	38,700	26,600	39,900	27,400	41,100
N.T.F. (12-month)						
Registrar	33,900	50,900	35,000	52,500	36,100	54,100
Counselor	30,900	46,400	31,900	47,800	32,900	49,300
Financial Aid Asst.	24,800	37,100	25,600	38,300	26,400	39,500
Sr. Financial Aid	26,800	40,200	27,700	41,500	28,600	42,200
Admissions Asst.	24,800	39,700	25,600	40,900	26,400	42,200
Sr. Admiss. Asst.	26,800	40,200	27,700	41,500	28,600	42,800
Librarian	28,900	46,400	29,800	47,800	30,700	49,300
Asst Dir Comm Ed	24,800	37,100	25,600	38,300	26,400	39,500
Dir. Intern. Prog.	28,000	42,300	28,900	43,600	29,800	45,000

	Year 1	Year 1	Year 2	Year 2	Year 3	Year 3
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
N.T.F. (10-month)						
Coll Learn Ctr Spc	22,700	39,200	23,400	40,400	24,200	41,700
Dir Student Act	22,700	34,000	23,400	35,100	24,200	36,200
Counselor	25,800	38,700	26,600	39,900	27,400	41,100
Coordinators						
12- month Coord.	25,800	38,700	26,600	39,900	27,400	41,100
10-month Coord.	20,700	31,000	21,400	32,000	22,100	33,000
Technical Asst. 12-month						
Systems Tech.	24,800	37,100	25,600	38,300	26,400	39,500
T/A- Help Desk	26,800	40,200	27,700	41,500	28,600	42,800
Hardware Supp	25,800	38,700	26,600	39,900	27,400	41,100
Sys Prog Analyst	30,900	46,400	31,900	47,800	32,900	49,300
Network Tech.	24,800	37,100	25,600	38,300	26,400	39,500
Financial Aid Tech	24,800	37,100	25,600	38,300	26,400	39,500
T/A- Computer Ctr.	24,800	37,100	25,600	38,300	26,400	39,500
T/A- Phys Fit Ctr.	23,700	35,600	24,500	36,700	25,300	37,900
T/A- Athletic Dept	23,700	35,600	24,500	36,700	25,300	37,900
T/A- Bus. Office	23,700	35,600	24,500	36,700	25,300	37,900
T/A- Radio/TV	24,800	37,100	25,600	38,300	26,400	39,500
App. Support Tech	24,800	37,100	25,600	38,300	26,400	39,500
T/A- Comm. Ed.	23,700	35,600	24,500	36,700	25,300	37,900
Micro-Comp Tech	24,800	37,100	25,600	38,300	26,400	39,500
T/A- Internet Acad	26,800	40,200	27,700	41,500	28,600	42,800
Technical Asst. 10-month						
T/A- Computer Ctr.	20,600	30,900	21,300	31,900	22,000	32,900
T/A- Telecomm	20,600	30,900	21,300	31,900	22,000	32,900
T/A- Math/Sci/Tec	20,600	30,900	21,300	31,900	22,000	32,900
T/A- Play & Learn	19,800	29,700	20,400	30,600	21,100	31,600
T/A- Athletics	19,800	29,700	20,400	30,600	21,100	31,600
Tech. Asst.	20,600	30,900	21,300	31,900	22,000	32,900

Note: The annual salary increase for a bargaining unit member who has a base salary that is at or above the maximum of their individual range (as listed above) shall receive a raise that is equal to the previous December to December Consumer Price Index OR the 3% increase, whichever is less. In no case will an employee receive less than a 1.5% increase.

C. Longevity Adjustments

1. Effective September 1, 2003, full-time bargaining unit members shall receive longevity adjustments on September 1, following their completion of three years (\$600), five years (\$600), seven years (\$600), ten years (\$600), twelve years (\$600), fifteen years (\$600), seventeen years (\$500), twenty years (\$500).
2. Effective September 1, 2004, the preceding longevity schedule applies.
3. Effective September 1, 2005, the preceding longevity schedule applies.
4. Longevity increases will be paid on the same bi-weekly basis as base salaries and will become part of an employee's permanent salary but will be excluded for purposes of computation of salary increases and from salary range maximums.
5. Personal leaves will not be used for purposes of computing longevity.

D. Promotion

Promotion shall carry the following salary adjustments:

Instructor to Assistant Professor	\$1,000
Assistant Professor to Associate Professor	1,000
Associate Professor to Professor	1,000

E. Merit for Non-Teaching Faculty, Technical Assistants and Coordinators:

1. A maximum of four merit increases of \$1,000 may be awarded to non-teaching faculty each year. A maximum of four merit increases of \$1,000 may be awarded to technical assistants and coordinators each year.
2. A person at the maximum salary for his/her position will still be eligible to receive a merit increase.
3. The Promotion and Tenure Committee elected by the Bargaining Unit will recommend candidates for merit increases to the President. Non Teaching Faculty, Technical Assistants and Coordinators may directly apply for merit on the form developed by the Promotion and Tenure Committee. Supervisors may recommend Technicals and Coordinators for merit by sending a letter of recommendation to the President of the College. In such instances, the Promotion and Tenure Committee should be notified of such recommendation.

F. Annual Maximum Increases

Salaries will not exceed the maximum indicated in the salary range paragraph of this contract except where indicated elsewhere within this contract.

G. Extra Service:

1. Teaching faculty members may teach no more than ten extra service contact hours per academic year with no more than 7 contact hours in any one academic semester, excluding winter mini and summer sessions.
2. Extra service courses may be taught in the day or evening by Bargaining Unit members subject to prior approval by the Dean of Academic Affairs or designee.
3. Rates per contact hour:

Professor	\$ 560
Associate Professor	540
Assistant Professor	515
Instructor	500

4. Rates for non-teaching faculty and coordinators performing extra service shall be \$20 per hour. Technical Assistants extra service shall be one and one-half times their hourly rate.
5. Non-teaching faculty, technical assistants and coordinators may teach, with the approval of their supervisor, no more than one class during a regular semester. They will not be allowed to teach during their regular work hours.
6. Rates for faculty performing supervision of Independent Study and/or Directed Study is \$50 per credit hour per student.

H. Stipends

1. Stipend for coaching Intercollegiate Athletics:

Coaches will receive a stipend according to the following schedule:

Men's & Women's Basketball	\$ 3,500
Men's & Women's Soccer	2,800
Men's & Women's Lacrosse	2,800
Baseball	2,800
Softball	2,800
Volleyball	2,800
Swimming (Mens and Women's)	2,800
Tennis (Mens and Women's)	1,900
Track (Mens and Women's)	1,900
Bowling (Mens and Women's)	1,900
Cross Country (Mens and Women's)	1,900
Golf (Mens and Women's)	1,900

2. Longevity Adjustments to Coaching Stipends:

Full-time bargaining unit members shall be eligible to receive longevity adjustments to the coaching stipends listed in subparagraph 1 above. The adjustments shall be \$500 after 5 years, \$1,000 after 10 years and \$1,500 after 15 years of consecutive years of coaching the same sport at the college.

3. Stipend for Performing Arts:

A faculty member who directs a major extracurricular musical or dramatic production which is approved by the President will receive a stipend of \$888.

I. Pay Schedule Options

Individual bargaining unit members will be paid on a bi-weekly basis over 26 or 27 pay periods (depending on the year). Use of the 27 pay period option shall not increase the total salary paid. Teaching faculty may have the option of receiving their salary every pay period from September to June (21 checks). Ten month non-teaching faculty, technical assistants and coordinators may have the option of receiving their salary every pay period from September to June (22 checks).

**ARTICLE VII
INSURANCE**

- A. 1. Hospital, surgical and major medical benefits shall be provided for all full-time Bargaining Unit members with the option of individual, two-person or family coverage. The plan benefits shall be similar or equal to the Blue Cross/ Blue Shield Ultra Blue "17" plan provided to Herkimer County employees.

The College shall offer the same HMO/PPO plans as provided by Herkimer County.

Bargaining unit members who opt for an HMO or PPO shall have the right to drop the HMO or PPO and re-acquire conventional health insurance at the regularly scheduled re-opening dates.

Bargaining unit members who initially choose to retain the conventional health insurance shall have the right to opt for an HMO or PPO at the regularly scheduled re-opening dates.

- 2a. Effective September 1, 2004, Bargaining Unit members hired prior to January 1, 1995 shall contribute the following annual amounts toward their health care premiums:

Individual Plan- 8% or \$300, whichever is less

Two-Person Plan- 8% or \$400, whichever is less

Family Plan- 8% or \$550, whichever is less

- b. Effective September 1, 2005, Bargaining Unit members hired prior to January 1, 1995 shall contribute the following annual amounts toward their health care premiums:

Individual Plan- 8% or \$300, whichever is less

Two-Person Plan- 8% or \$400, whichever is less

Family Plan- 8% or \$600, whichever is less

- c. Bargaining Unit members hired on or after January 1, 1995 shall contribute the following annual amounts toward their health care premiums:

Individual Plan- 20%

Two-Person Plan- 20%

Family Plan- 20%

- d. Any Bargaining Unit member who is enrolled in a health insurance plan with a premium that is higher than the traditional Blue Cross/Blue Shield plan, in addition to the contribution listed above (for both pre-'95 and post '95 employees) shall pay 100% of the difference in premiums.

Bargaining Unit employees with a total annual salary of less than \$25,000 shall be subject to the contribution levels for the pre-1995 group.

Contributions by Bargaining Unit members shall be made in equal installments from bi-weekly payroll deductions.

3. The deductible for the major medical portion of Blue Cross/Blue Shield conventional health insurance plan will be \$200 individual/ \$400 two-person or family.
4. The co-payments for all HMO's and PPO's may be raised to \$20 for each plan at the discretion of the college.
5. A Bargaining Unit Member with a spouse who is also a a full-time bargaining unit member will be offered either one family plan and \$2,900 (annual) reimbursement (to be paid bi-weekly), or one family plan (or two person plan) and one individual plan.
6. Any bargaining unit member who is covered by Health Insurance from another source may sign a waiver of health benefits and receive \$2,900 (annual) waiver reimbursement (to be paid bi-weekly). The employee may cancel their waiver and join a health plan at a regular re-opening date.
7. Any unit employee who has waived coverage must rejoin the health plan at an open enrollment period prior to retirement in order to be eligible for health benefits as outlined in Article IX of this contract.
8. The College and the Association shall mutually explore contracts between each individual and the College that will ensure maintenance of health benefits in retirement.

B. Dental Insurance

The College will provide a Blue Shield dental plan (schedule A) to full-time Bargaining Unit members. Both individual and family coverage will be fully paid for by the College.

C. Term Life Insurance

Term life insurance equal to the employee's annualized salary will be paid for at 100% by the College.

**ARTICLE VIII.
LEAVES**

A. Sick Leave

Bargaining Unit members will earn one sick day per month. Teaching faculty and ten-month Bargaining Unit members will earn ten sick days per year. Twelve month Bargaining Unit members will earn twelve sick days per year.

The total number of sick days that a member may accumulate is: 170 for teaching faculty, 218 for 10-month employees and 261 for 12-month employees.

Bargaining unit members who are unable to report to work as a result of being ill must notify the appropriate supervisor at least one half hour prior to the start of the employee's work day. Teaching faculty must notify their supervising Associate Dean one hour prior to the start of the faculty member's first scheduled class.

B. Personal Leave

All Bargaining Unit members will be entitled to three personal days per year (September - August), one of which will be charged to sick leave. The unused portion of personal leave shall accumulate as sick leave.

C. Sick Day Pool

The purpose of the Professional Association's Sick Day pool is to provide eligible bargaining unit members with additional sick days once all of their own accrued sick days have been depleted. Bargaining unit members will be allowed to donate one sick day to the pool per year.

The Professional Association will be responsible for the administration of the Sick Day pool. The current policies and procedures of the Sick Day pool shall not be changed without the mutual agreement of both parties. A copy of the Policies and Procedures for administering the Sick Day Pool shall be filed with the College.

D. Caregiver Leave

Caregiver leaves are special leaves of absence, which may be requested for a period of up to one year. The first twelve weeks of such leave will be considered Family and Medical leave in accordance with the federal law and the College's Family and Medical Leave Act Policy and Procedures.

Employees may request leaves for the following reasons:

1. Because of the birth of a child and to care for such child.
2. Placement of a child with the employee for adoption or foster care and to care for such child.
3. To care for the employee's spouse, child or parent, if the spouse, child or parent has a serious health condition.
4. When the employee is unable to perform the functions of his/her position because of their own serious health condition.

For teaching faculty, the end of such leave should coincide with the beginning of a regularly scheduled college semester, if possible.

E. Sabbatical Leave

After six years of continuous service at the College from the initial date of appointment or from the last sabbatical leave, a faculty member may be granted a sabbatical leave for one year at half pay, or one semester at full pay, or one summer at quarter pay (a stipend equal to one quarter of the individual's annual salary). Such leave may be used for planned activities: formal education, research, travel, writing and other experiences of professional value. Applications must be approved by the President and the Board of Trustees. Total compensation received while on sabbatical leave may not exceed that of the full-time salary except as any excess is offset by the cost of the sabbatical project and/or the stipend for the summer sabbatical. The recipient agrees to return immediately to the College for a period of at least two regular semesters for teaching faculty and one calendar year for non-teaching faculty following the leave. Failure to return would require the repayment of 100% of the salary and fringe benefits paid during the leave.

A leave without pay does not interrupt service. Time on leave, however, does not count toward the six years of continuous service.

If a faculty member's request for sabbatical leave is refused by the committee, the committee must notify the individual in writing within thirty days of this decision why the request was not granted.

F. Funerals and Bereavement Leave

The College shall permit a bargaining unit employee to absent themselves without loss of salary for a period of time not to exceed three days, one of which will be charged to sick leave, to attend the funeral or for other immediate concerns at the time of death of:

Mother	Spouse	Mother-in-Law	Brother-in-Law
Father	Children	Father-in-Law	Sister-in-Law
Sibling	Grandparents	Grandchildren	Daughter-in-Law
			Son-in-Law

G. Vacation

Twelve (12) month non-teaching faculty and coordinators will receive 24 vacation days per academic year.

Twelve (12) month non-teaching faculty hired prior to January 1, 1995, will receive five additional vacation days which may be used during the year subject to supervisor approval.

Ten (10) month non-teaching faculty will receive 11 vacation days per academic year. These eleven (11) vacation days will normally be taken during times other than the regular semesters. Additionally, these days may be requested during the regular semester, but will be granted only one at a time to a maximum of five (5) of the eleven (11) per year. Use of vacation time is based upon the continuing practice of prior administrative approval.

It is understood that use of the above 11 vacation days as specified shall only relate to College Learning Center Specialists and shall, in no way, change the annual professional responsibility for other non-teaching faculty job classifications.

Twelve (12) month technical assistants hired prior to 4/1/89 will receive 21 vacation days per academic year. Ten (10) month technical assistants hired prior to 4/1/89 will receive 17.5 vacation days per academic year.

Twelve (12) month technical assistants hired on or after 4/1/89 receive:

years 1-4	10 vacation days per academic year
years 5-10	15 vacation days per academic year
years 11+	21 vacation days per academic year

Ten (10) month technical assistants hired on or after 4/1/89 receive:

years 1-4	8.5 vacation days per academic year
years 5-10	12.5 vacation days per academic year
years 11+	17.5 vacation days per academic year

Vacation days may not be carried into the next academic year. Twelve (12) month employees must use all of their days by August 31, while ten (10) month employees must use all of their days by June 30.

Use of vacation time must have the prior approval of the appropriate supervisor.

H. Holidays

Bargaining Unit members receive the following holidays each year, these are days that the college is "closed":

Labor Day	New Years Day
Columbus Day	Martin Luther King's Birthday
Thanksgiving Day	President's Day
Day after Thanksgiving	Memorial Day
Christmas	Fourth of July

Should a holiday fall on a Saturday it will be recognized on the previous Friday, should the holiday fall on Sunday it will be recognized on the following Monday.

- I. The President of the Professional Association (or designee) shall be released for five (5) days during the school year for Association business. Classes missed during the five (5) days of absence must be covered. Arrangements for coverage must be made with the appropriate Dean with appropriate lead time. No College conference days may be used for Association business.

**ARTICLE IX
RETIREMENT BENEFITS**

- A. 1. All full-time Bargaining Unit members must join one of the three retirement plans. The three plans are Employees' Retirement System (ERS), Teacher's Retirement System (TRS) and the Optional Retirement Program (TIAA-CREF, AETNA, MET, VALIC).
- 2. When a bargaining unit member retires, unused sick leave shall be used in one of the following ways:
 - a. Additional ERS service credit for members of the New York State Employees Retirement Systems as provided by Section 41-j of the New York Retirement and Social Security Law, or
 - b. Pay to the bargaining unit member an amount equal to colleges regular Optional Retirement Program contribution rate in existence at retirement for a period equal to the total number of unused sick leave days.
- 3. The bargaining unit member must make a written declaration for either the 2(a) or 2(b) option.
- B. 1. All employees hired prior to January 1, 1995 who have continued with unbroken employment with the College for ten years or more (official approved leave of absences are not considered broken service), and who are at least fifty-five years of age, are entitled to health insurance benefits at the time of retirement. The type of coverage (individual, two-person or family) will be determined by the coverage that the employee had at the time of retirement.

Retirees shall make the same contribution toward health insurance as when last employed by the College.

- 2. Employees hired between January 1, 1995 and August 31, 2000 who have continued with unbroken employment with the College for fifteen years or more (official approved leave of absences are not considered broken service), and who are at least sixty years of age, are entitled to health insurance benefits at the time of retirement. The type of coverage (individual, two-person or family) will be determined by the coverage that the employee had at the time of retirement.

Retirees shall make the same contribution toward health insurance as when they were last employed by the College.

3. Employees hired on or after September 1, 2000 who have continued with unbroken employment with the College for fifteen years or more (official approved leave of absences are not considered broken service), and who are at least sixty years of age, are entitled to an individual health insurance plan. Retirees shall make the same contribution toward the health insurance plan as current college employees. Should an employee opt for a two-person or family plan (if eligible) at the time of retirement, he/she would be responsible for 100% of the difference in premiums between the individual and two-person or family plan.

If a retiree in any of the categories list above (1-3) has family or two-person coverage that is changed to individual coverage due to a change in family status, he/she will not be eligible to qualify for family coverage at any time in the future.

- C. Retirement for teaching faculty can only take place at the end of a semester. Written notice must be given to the President of the College six (6) months prior to the retirement date.

ARTICLE X INTELLECTUAL PROPERTY

- A. A course offered by the College and the materials developed to meet the requirements for College approval of a course (course description, goals, objectives), are considered the property of the College.
- B. It is understood that an individual bargaining unit member's lesson plans and materials generated in support of those lesson plans (such as, but not limited to, a unit member's notes, handouts, syllabi, audio-visual and computerized presentations, and tests) are the property of the bargaining unit member. This covers both on campus and the on-line member's formats. Bargaining unit members are encouraged to share such materials in a collegial fashion, but are not obligated to do so.
- C. Any product of a physical, intellectual, and/or artistic nature, which may be produced in the course of the bargaining unit member's employment at the College, and any proceeds deriving from them, shall remain the property of the bargaining unit member. The use of College equipment or consumable materials in the preparation of a product from which a faculty member would receive profit must be authorized by the Dean of Academic Affairs.

ARTICLE XI PROMOTION

- A. Promotion of teaching faculty in rank shall be by the Board of Trustees based on the President's recommendations. A faculty committee shall be elected by the Bargaining Unit to make recommendations to the President.
- B. To be considered for promotion, a teaching faculty member must meet minimum standards for the desired academic rank, demonstrate mastery of subject matter, effectiveness of teaching, service to the College and to the community which the College represents and professional growth. Faculty are expected to prepare a professional growth plan which may consist of formal classes, readings, workshops, conferences or other professional activities. This should be done in consultation with the appropriate Associate Dean and Dean.
- C. Qualifications for promotion to academic ranks:

PROFESSOR

Doctors degree, professional diploma, or Masters degree and a minimum of 200 semester hours of college credit, including not less than 60 semester hours of college credit on the graduate level, 30 of which must be in the field of specialization and ten years of professional experience, 8 of which must be successful teaching on the college level.

ASSOCIATE PROFESSOR

Professional diploma or a Masters degree in the field of specialization and a minimum of 180 semester hours of college credit, not less than 45 on the graduate level of which 30 must be in the field of specialization and eight years of professional experience, 6 of which must be successful teaching on the college level.

ASSISTANT PROFESSOR

Masters degree (or professional diploma) and a minimum of 160 semester hours of college credit including not less than 36 hours on the graduate level and four years of professional experience of which 2 must be successful teaching on the college level.

The preceding qualifications for academic ranks were drawn up to act as a guide to minimal quantitative qualifications for promotion to the several ranks. Meeting such qualifications is no assurance of appointment at or promotion to the rank for which qualifications are held.

Variance from the quantitative criteria by the Faculty member shall be an administrative decision.

With the prior approval of the Dean of Academic Affairs, up to 5% of an employee's credits may be CEU equivalents at the rate of 10 CEU's equal to one credit hour.

D. Longevity Requirements

An individual may be considered during the year in which he/she will complete the minimum longevity requirements.

	ASSOCIATE ASSISTANT PROFESSOR PROFESSOR PROFESSOR		
Years of Professional Experience	10	8	4
Years of College Level Teaching	8	6	2
Years of Previous Academic Rank	5	4	2
Years at HCCC	5	4	2

**ARTICLE XII
EMPLOYMENT**

A. Duration of Appointments

1. Initial appointment to bargaining unit positions are ordinarily for one year subject to renewal for an additional one, two or three year term. All appointments terminate as stated in the letter of appointment.

At the end of the penultimate semester of an appointment, the bargaining unit members' Associate Dean or supervising Dean will notify those employees in writing if the Associate Dean or Dean would not recommend renewal of appointment at that point in time. Formal notification of renewal of an initial appointment shall be made in writing by the President of the College not later than March 25. Formal notification of non-renewal of subsequent appointments shall be made by the President of the College in writing not later than March 25. The date of formal notification may be altered provided the President of the College and the bargaining unit member concerned mutually agree.

2. The services of bargaining unit member's term appointments shall cease automatically at the end of their specified terms. There shall be no right of appeal from a non-renewal of a one, two or three year term appointment.
3. At the end of the second term appointment, all non-teaching faculty who at the discretion of the college are renewed, shall normally receive a five year reappointment.

Based on annual performance reviews, however, a non-teaching faculty member may receive a two year reappointment when warranted. There shall be no right of appeal from a non-renewal of an appointment provided herein.

B. Tenure

1. The probationary period at Herkimer County Community College will not exceed five years from the initial appointment. At the discretion of the Board of Trustees, however, a teaching faculty member may receive tenure from the date of initial appointment.
2. If tenure is not granted, it shall be assumed that the best interests of the College shall be served by non-renewal of appointment and the faculty member shall be so notified under the provisions for non-reappointment set forth above.
3. If a teaching faculty member does not receive tenure at the end of five years, he/she may be granted a one or two year probationary appointment, during which, at any time, he/she may be granted tenure or a five year appointment due to quota limitations. This one or two year term may not be renewed.
4. Trustee policy has established a limit on the number of faculty to be granted tenure. This has been fixed at ninety percent of tenure track positions which excludes Lecturers and non-teaching faculty. The quota may be exceeded at the discretion of the Board of Trustees. Faculty not granted tenure due to quota limitations will be eligible for renewable term appointments of five years. At any time during this term they may be considered for tenure if vacancies exist. Consideration will be given in the order in which faculty were recommended for tenure.

C. Termination

1. Tenured faculty and those teaching faculty on five year appointments are subject to dismissal for cause or retrenchment. Non-teaching faculty on a five year appointment are subject to dismissal at any time for cause.
2. Non-tenured faculty are subject to non-renewal of term appointment without cause and are subject to dismissal at any time for cause under the same conditions as are

tenured faculty.

3. Causes for dismissal shall include:

- a. Insubordination.
- b. Immoral conduct or conduct unbecoming a faculty member.
- c. Inefficiency.
- d. Incompetence or neglect of duty.
- e. Non-feasance, mis-feasance, or mal-feasance.

D. Resignations

A member of the Bargaining Unit, recognizing the generally accepted principles of professional ethics in regard to resignations, shall give notice of his/her intention to resign at the earliest possible opportunity. The teaching faculty member shall normally submit a resignation no later than thirty (30) days following his/her reappointment, nor later than May 15, whichever occurs later. In any case, the bargaining unit member will give a minimum of 30 days notice.

E. Disciplinary Procedure

1. A Bargaining Unit member entitled to the disciplinary protections herein, may be disciplined, up to and including dismissal or suspension for just cause. Prior to the imposition of the disciplinary penalty, the bargaining unit member shall be served with a Notice of Discipline signed by the President of the College or designee setting forth the reasons therefore and the proposed discipline. A copy of the Notice of Discipline shall be mailed to the President of the Association within three calendar days of the service of the Notice of Discipline upon the employee.
2. If the employee objects to the proposed discipline, the employee must serve an answer within ten calendar days of receipt of the Notice of Discipline. Upon request a hearing will be scheduled. Pending final disposition of the Notice of Discipline, the employee may be suspended without pay if it is determined that it is in the best interests of the College not to have the employee on campus.
3. The hearing upon such charges shall be held within thirty calendar days of the service of the answer and shall be conducted by a hearing officer designated by the President of the College. The College and the employee shall have the right to be represented by counsel or a designated representative and shall have the right to

call witnesses, present evidence and conduct a cross examination of all witnesses. The formal rules of evidence shall not apply. A transcript of the hearing shall be made available to the parties.

4. Within thirty calendar days of the close of the hearing, the hearing officer shall make a written report to the President, containing findings, conclusions and recommendations.
5. Within ten calendar days from receipt of the hearing officer's recommendation, the President shall render a decision setting forth the penalty, if any, to be imposed.
6. If the employee objects to the decision of the President, the employee, within ten calendar days of receipt of the President's decision, must appeal said decision to the Board of Trustees. The Board of Trustees shall review the record and issue a final determination within thirty (30) days of the Appeal.

ARTICLE XIII RETRENCHMENT

- A. The services of any member of the bargaining unit may be terminated in the event of demonstrated financial exigency, or service or program area elimination. Retrenchment shall be on the basis of seniority from the most recent date of full-time employment at the College.
- B. The parties agree to form a committee on retrenchment to function as an advisory, counseling, and planning body for unit members in jeopardy of retrenchment. The committee shall also assist in the implementation of Section C, below. The committee shall be comprised of the Dean of Academic Affairs, the Associate and Assistant Deans, the President of the Professional Association and three unit members appointed by the Personnel Policies Committee of the Professional Association.
- C. 1. For Teaching Faculty, seniority shall be used to establish the order of retrenchment within discipline. Teaching faculty need not establish competency for courses already successfully taught within their discipline area. Teaching Faculty may use prior study, sabbaticals, and appropriate experience to demonstrate new areas of competency. The College shall make every effort to avoid retrenchment. Teaching Faculty in danger of retrenchment may teach mini or Summer sessions without extra pay or may perform other duties at any time during the fiscal year commensurate with their capabilities. Additionally, present extra service offerings at the College shall become part of the regular teaching assignment of Teaching Faculty who might otherwise be retrenched provided the Teaching Faculty member has the competency to teach such courses.

2. For Non-Teaching Faculty, seniority shall be used to establish the order of retrenchment within service or program areas.
3. For Technical Assistants and Coordinators, seniority shall be used to establish the order of retrenchment within service or program areas.
4. Before retrenching a bargaining unit member, the College shall make a reasonable effort to place him/her in another suitable position. The College should attempt to notify a unit member at least one year in advance of possible retrenchment.
5. A retrenched unit member shall be entitled to such unemployment compensation benefits as authorized by law.
6. No full-time unit member will be retrenched prior to a part-time employee, provided the unit member has the necessary competency to perform the duties.
7. A unit member who is retrenched from the College shall be placed on a preferred hiring list for two years, and shall retain all prior rights up to the date he/she was placed on the list. For Teaching Faculty, this shall include the same rank, tenure status, and salary he/she had at the time of retrenchment. For Non-Teaching Faculty, Technical Assistants and Coordinators, this shall include the salary the employee had at the time of retrenchment and a term appointment equivalent to what the employee had at the time of retrenchment.

ARTICLE IV FACULTY HANDBOOK

No changes in the "Personnel Policies" section of the Faculty Handbook shall be made during the balance of this contract without mutual agreement.

ARTICLE XV GRIEVANCE PROCEDURE

The following statements outline the procedures by which grievances shall be resolved at Herkimer County Community College:

- A. It is urged that all grievances be first discussed between the two parties involved in an informal, face-to-face meeting in an attempt to resolve the grievance in good faith

without invoking the steps as stated hereinafter. All informal procedures should be explored prior to a formal grievance.

- B. A grievance shall be defined as a claimed violation of this contract or of "Faculty Personnel Policies" as stated in the Faculty Handbook and may be filed by a bargaining unit member, a group of bargaining unit members or the Professional Association.

C. Rights to Representation

1. The Board of Trustees shall recognize a grievance committee upon its selection by the Association. At least one Association representative shall be present for any meeting, hearing, appeal or other proceedings relating to a grievance which has been formally presented.
2. Nothing contained herein shall be construed as limiting the right of any bargaining unit member having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association.
3. A grievant may be represented at all stages of the grievance procedure by him/herself, or at his/her option, by an Association representative selected by the Association.

D. Procedures

1. All grievances shall include the name and position of the aggrieved party and a brief statement of the nature of the grievance and the redress sought by the aggrieved party.
2. Except for informal decisions, all decisions shall be rendered in writing at each step of the grievance procedure setting forth findings of facts, conclusions and supporting reasons. Each decision shall be promptly transmitted to the parties involved in the grievance.
3. The preparation and processing of grievances shall be conducted at such times as will afford all interested parties a reasonable opportunity to attend, and any employees who are present during working hours shall be excused from duty other than teaching classes without loss of pay.
4. All parties agree to facilitate any investigation which may be required and will make available, upon the request of any aggrieved party any and all relevant documents, communications and records except legally privileged material concerning the alleged grievance.

5. An aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf.
6. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and any other necessary documents will be jointly developed by the President or his/her nominees and the grievance committee of the Association. The development of such forms shall not delay any grievance.

E. The formal grievance procedure shall be as follows:

Step One

1. If the grievant is a teaching faculty member, or a group of teaching faculty members from a common division, the representative or grievant(s) shall formally initiate the grievance by presenting it in writing to the appropriate Associate Dean within thirty (30) calendar days of the occurrence of the action which prompted the grievance. The grievance shall contain the signature of the grievant and shall be as specific as possible as to details. The redress expected should be specified. If the grievance is not satisfactorily resolved at this stage within seven (7) calendar days, the Associate Dean shall be obliged to communicate in writing his/her decision to the grievant before the end of the eighth (8th) calendar day after the grievance has been presented.
2. Non-teaching faculty members, technical assistants and coordinators shall initiate their grievances at Step Two.
3. The Professional Association, or any group of faculty members not from a common division, shall initiate their grievances at Step Two in accordance with the same procedures and time limits as 1 above.
4. In cases of suspension and/or dismissal, at the grievant's discretion, Steps One and Two may be dispensed with and the grievance may proceed immediately to Step Three.

Step Two

1. In the case of teaching faculty members, if the grievance has not been satisfactorily resolved at Step One, the grievant or his/her representative may appeal to the Dean of Academic Affairs within fourteen (14) calendar days after receiving the decision rendered in Step One.
2. In the case of non-teaching faculty members, the grievant or his/her representative must initiate his grievance with his/her immediate supervisor (e.g., Dean of

Academic Affairs, Dean of Students, or President of the College) within thirty (30) calendar days of the occurrence of the action which prompted the grievance.

3. The appropriate Dean shall then be obliged to communicate in writing his/her decision to the grievant within fourteen (14) calendar days after receiving the grievant's complaint.

Step Three

If the grievance has not been satisfactorily resolved at Step Two, the grievant may appeal the decision to the President of Herkimer County Community College within fourteen (14) calendar days after receiving the decision rendered in Step Two. The President shall then be obliged to give the grievant a hearing within fourteen (14) calendar days of receipt of the appeal.

The grievant shall be notified in writing of the hearing at least seven (7) calendar days prior to the date set for such a hearing. At the hearing, the grievant and/or his/her representative may appear and present oral and/or written statements or arguments either directly or through witnesses. The President shall then be obliged to communicate his/her decision in writing together with his/her supporting reasons to the grievant within fourteen (14) calendar days after the completion of the hearing.

Step Four

If the grievance has not been satisfactorily resolved at Step Three, the grievant may appeal the decision to the Herkimer County Community College Board of Trustees within fourteen (14) calendar days after the decision rendered in step Three.

This appeal shall be communicated to the Chairperson of the Board of Trustees. The Chairperson of the Board of Trustees shall then be obliged to give the grievant a hearing before the Board of Trustees as soon as practical within thirty (30) calendar days of receipt of the appeal. The grievant shall be notified in writing of the hearing at least seven (7) calendar days prior to the date set for such hearing. At the hearing, the grievant and/or his/her representative may appear and present oral and/or written statements or arguments either directly or through witnesses. The Board of Trustees shall then deliberate and arrive at a decision as soon as possible, but no later than seven (7) calendar days after the completion of the hearing.

Once a decision has been reached, the Chairperson of the Board of Trustees shall be obliged to communicate in writing the Board's decision together with supporting reasons to the grievant within fourteen (14) calendar days after the decision has been reached.

**ARTICLE XV
DURATION**

The term of this agreement between the Herkimer County Community College Professional Association and the Herkimer County Community College Board of Trustees and the Herkimer County Legislature shall be from **September 1, 2003 through August 31, 2006.**

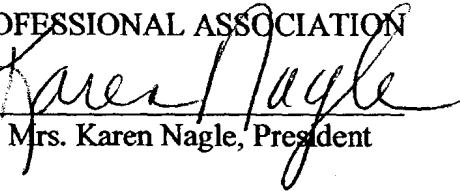
**ARTICLE XVI
AGREEMENT**

This agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior representations and agreements. It shall not be changed or modified except in writing of subsequent date duly executed by the authorized representatives of the parties.

Dated this 6th day of October, 2003 at Herkimer, New York

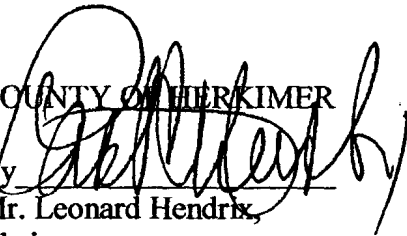
PROFESSIONAL ASSOCIATION

By



Mrs. Karen Nagle, President

COUNTY OF HERKIMER

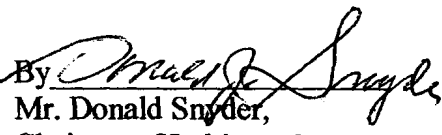
By


Mr. Leonard Hendrix,
Chairman
Herkimer County Legislature


By


Chairperson, Negotiations Committee

By


Mr. Donald Snyder,
Chairman, Herkimer County
Community College Board
of Trustees

By


Ronald F. Williams, Ed.D.
President, Herkimer County
Community College