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Jamestown Community College And
Faculty Association Of Jamestown Cc

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
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EXECUTIVE DIRECTOR

CONTRACT

between
THE FACULTY ASSOCIATION
of
JAMESTOWN COMMUNITY COLLEGE
and
THE BOARD OF TRUSTEES
of
JAMESTOWN COMMUNITY COLLEGE

September 1, 1994 – August 31, 1998



JAMESTOWN COMMUNITY COLLEGE

267

JAMESTOWN COMMUNITY COLLEGE

JAMESTOWN, NEW YORK

September 1, 1994 – August 31, 1998

Contract between the faculty of Jamestown Community College and the Board of Trustees of Jamestown Community College

The objectives of Jamestown Community College are clearly stated in the catalog. Our interest, curriculum, and efforts are directed to the optimum development of our students. Highest priority is given to effective teaching in the classroom and laboratory with the supporting services of counseling by faculty and by specialized counselors. The desired outcomes are the highest intellectual, personal, social, and occupational qualities of each student. Next in priority is the outreach and service to the college community, the industrial community, the business community, and to those individuals in the Jamestown area who wish to benefit from offerings of the college. To these ends our faculty, administration, and trustees are dedicated and organized. The elements of this Agreement will reflect our attempt to provide full opportunity to all our citizens in a setting of professional and fiscal responsibility.

ARTICLE I – RECOGNITION

A. The term 'Association' will hereafter refer to the Faculty Association of Jamestown Community College, and the term 'Board' shall hereinafter refer to the Board of Trustees of Jamestown Community College.

B. The Board hereby recognizes the Association as the sole and exclusive negotiating representative for all professional college personnel under contract on a full-time or part-time basis, on leave, on a per diem basis, employed by the Board, excluding the Presidents, Vice-Presidents, Deans, and all other non-academic managerial staff.

C. The Board agrees not to negotiate with any full- or part-time faculty organization other than the Association on salary and working conditions for the duration of this Agreement.

D. The Negotiating Teams will meet at times and places mutually agreed upon.

E. The term 'faculty,' when used in this Agreement, shall refer to all academic ranks and shall include all faculty as above defined and shall include teachers, librarians, counselors, coordinators, and division chairpersons. Unless otherwise noted, the term 'faculty,' when used in this agreement, shall refer to full-time faculty.

ARTICLE II – ASSOCIATION AND INSTRUCTORS' RIGHTS

A. Taylor Law

Pursuant to the New York Public Employees' Fair Employment Act (Taylor Law), the Board hereby agrees that all faculty as defined in 'E' above shall have the right to freely organize, join, and support the Association for the purpose of collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any faculty member of any rights conferred by the Act, and not discriminate

with respect to hours, wages, or any term or condition of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or by his/her institution of any grievance, complaint, or proceedings under this Agreement.

B. Full- and Part-time Faculty Rights

Nothing contained herein shall be construed to deny or restrict to any faculty member rights he/she may have under any existing applicable laws or regulations. The rights guaranteed to faculty herein and hereunder shall be deemed to be in addition to those provided elsewhere.

C. Use of Space

The Association and its representatives shall have the right to use appropriate space for its business meetings without charge.

D. Transacting Business

In order to fulfill its obligations to all the people represented by the Association, a total of ten (10) days per contract year will be provided for the business it needs to conduct at the local, state, and national levels. These days are to be approved by the appropriate dean and will not be unreasonably denied.

Duly authorized representatives of the Association shall be permitted to transact official Association business on college property at all reasonable times, provided that this shall not interfere with or interrupt normal college operations.

E. Use of Machines/Equipment

The Association shall have the right to use college office machines and equipment at times when such equipment is not in use. The Association shall pay for the cost of all materials, supplies, and secretarial assistance incident to such use.

F. Postings

The Association shall have the right to post notices of its activities and matters of Association concern on instructor bulletin boards or in lounges and departments. The Association may use the campus mail service, electronic messaging, and instructor mail boxes for communication to faculty.

G. Information

The Board agrees to furnish the Association, in response to reasonable requests from time to time, all available information concerning the professional staffing and financial resources of the college, including, but not limited to: annual financial reports and audits, register of professional personnel, tentative budgetary requirements and allocations, agendas and minutes of open Board meetings, treasurer's reports, census and membership data, names and addresses and position on salary schedule of all professional personnel, and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the faculty and students, together with information which may be necessary for the Association to proc-

ess any grievances or complaint. In the interest of maintaining communications among faculty and Administration the minutes of all Board and academic affairs council meetings shall be mailed to the President of the Association.

H. Advisement / Meetings

The Board shall advise the Association, through the Association negotiating team, on any major fiscal item, construction programs, or revisions of educational policy, which are proposed or under consideration, and the Association, through its negotiating team, shall be given opportunity to advise the Administration, through its negotiating team, with respect to said matters prior to their adoption and/or general publication. To establish and to maintain orderly execution of this Agreement, the President of the college and the Chief Negotiator of the Administration shall meet with the Association Negotiation Team and the President of the Association twice each semester during the months of August through May of each year at regularly scheduled times to fulfill the intentions of this and all other related sections of the Agreement. These meetings may be canceled with the mutual agreement of the parties. Additional or special meetings may be scheduled with the mutual agreement of the parties.

I. Academic Freedom

The parties of this Agreement subscribe to the principle of Academic Freedom as set down by the American Association of University Professors and as adopted by the faculty and the Board. It is as follows:

1. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties, but research for pecuniary return should be based upon an understanding with the authorities of the institution.

2. The teacher is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject.

3. The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes certain obligations. As a person of learning and an educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence he/she should at all times be accurate, should exercise appropriate restraint, should at all times show respect for the opinions of others, and should make every effort to indicate that he/she is not an institutional spokesman.

J. Personnel Files

Individual personnel files shall be open to the individual faculty member upon his/her request, except employment credentials and recommendations.

K. Previous Policies

This Agreement shall supersede all previous Board policies on these matters herein contained.

L. Selection of Administrative Officers

Prior to the selection of a college president, the college deans, or any other full-time academic / administrative officer, the Association shall be advised of such intent, and shall form a committee whose function it shall be to participate in the selection of such personnel.

M. HRPST Committee

A standing committee, consisting of the President of the college, Dean of Administration, the Dean of Academic Affairs, Cataaugus County Campus Dean, the Dean Student Affairs, and five (5) elected representatives of the Association (at least one from each campus), shall be convened each college year by the President of the college. Terms of office for the five (5) elected representatives of the Association shall run for a period of two (2) years, starting in September, or until the new representatives have been elected. Division chairpersons are encouraged to attend committee meetings and shall vote only on matters involving each chairperson's respective faculty. The directors of the libraries and the directors of the computer centers are encouraged to attend HRPST meetings and shall vote only on matters involving their respective faculty. This Committee shall be referred to in this Agreement as the HRPST Committee (Hiring, Retention, Promotion, Salary Placement, and Tenure). The HRPST Committee shall perform the following functions:

1. Shall make all recommendations concerning hiring, retention, salary placement or merit increments (subject to **GUIDELINES FOR FACULTY PROMOTION AND HIRING** Appendix I of this Agreement), promotion and tenure of faculty members, and forward to the Office of the President.

2. Be responsible for the formulation of criteria used in the evaluation of faculty members including division chairpersons. The committee shall also be responsible for supervising the consistent application of such criteria among divisions of the college as outlined in Appendix IV & V of this Agreement. A summary of the minutes including actions of each HRPST Committee meeting shall be mailed to the President of the Association, the Chairman of the Grievance Committee, and the Chief Negotiator within two (2) weeks of each meeting.

N. Continuation of Contractual Benefits

Any contractual benefit previously enjoyed by the Association shall not be discontinued unless specifically excluded or modified by a subsequent agreement.

O. Non-Discrimination

The college does not discriminate on the basis of sex, sexual preference, race, creed, national origin, age, marital status, or handicap. This policy applies to application and selection for employment and to all other personnel procedures within the college.

ARTICLE III –

RIGHTS OF THE BOARD AND ADMINISTRATION

The Association recognizes that the Board and Administration have the responsibility and authority to manage and direct, on behalf of the public, all operations and activities of the college to the full extent authorized by law. The Board and Administration retain these rights unless limited by the terms and provisions of this Agreement.

ARTICLE IV – DEDUCTIONS AND PROFESSIONAL DUES

The Board agrees to deduct, upon authorization by individual faculty members and the Association, dues and assignments of the Association. Such authorization shall continue in effect until revoked in writing by a faculty member. Such fees and assignments shall be forwarded to the Association Treasurer along with a list of all faculty members from whom deductions have been made and the amount deducted from each no later than ten (10) days after the end of the month in which the deductions are made.

The Association agrees to indemnify and hold harmless the college, its officers and employees, from any causes of action, claim, loss, or damages incurred as a result of any clerical errors in providing this service. In such cases, timely and mutually satisfactory corrections shall be made.

ARTICLE V – CONDITIONS OF EMPLOYMENT

A. Hiring and Retention

Decisions on hiring full-time faculty shall be made by the Administration after the recommendation of the HRPST Committee who shall act upon the recommendation of the division chairperson and shall be responsible for ensuring equity within the salary structure of the college.

B. Career Options

Unless otherwise stated, applications for these options shall be submitted by January 15 and notification shall be given by February 28th. Approval of requests shall be contingent on an assessment of the impact on the program and a demonstration of significant cost savings to the college. Each proposal must be approved by the appropriate division chairperson, the appropriate dean, and the president.

1. Half-time Teaching Before Retirement

Any faculty member with fifteen (15) years of seniority or more may decide to work on a half-time basis (15 credit or 16 contact hours per year) for one-half of his/her base salary plus full fringe benefits. During this period, the faculty member will receive prorated salary increments. Continued involvement in collegiate governance and student advisement is expected. For each year of this arrangement, a year of seniority and time toward sabbatical leave shall accrue. Contracts shall be issued for one, two, or three years, but the arrangement will be reviewed every three (3) years. Under this arrangement, a faculty member must accept the early retirement incentive upon reaching twenty (20) years of seniority. The faculty member may return to full-time status prior to qualifying for early retirement upon notification by February 1 for the following fall term. The early retirement incentive as outlined in Article XV is available under this option.

2. Half-time Teaching After Retirement

A faculty member who is eligible for the early retirement incentive may retire and request to instruct up to half-time (15 credit or 16 contact hours per year) at a prorated salary based upon his/her base salary at the time of retirement. During this period, the faculty member will receive prorated salary increments. Continued involvement in collegiate governance and student advisement is expected. Contracts will be issued for one, two, or three years, but

continuation of the arrangement will be reviewed every three (3) years.

3. Faculty Load Distribution

Any faculty member may request to distribute his/her academic year load over, at most, two summers and one or two regular semesters; i.e., one or two regular semesters and the two summers adjoining that regular academic year. If approved, a contract will be issued indicating the load for each semester/session. At the end of the contracts, if there is a difference between the actual number of hours taught and 30 credit or 32 contact hours, the college may assign hours equivalent to the difference during the succeeding year at no additional pay.

4. Reduced Load Option

For any semester or year, a faculty member may request a reduced teaching load at a prorated salary plus salary increments and full fringe benefits. Continued involvement with collegial governance and student advisement is expected. During this period, seniority and time toward sabbatical leave will accrue. The request must be submitted at least three (3) months prior to the beginning of the semester in which the leave will be taken.

5. Faculty Transfers

Although the number of position openings at either campus is limited each year, upon mutual agreement of a faculty member, the appropriate division chairpersons, the appropriate deans, and the president, a faculty member may be transferred to another campus if a position is open. Consideration will be given to these requests prior to searching and screening external candidates.

6. Career Change Incentive

A faculty member with fifteen (15) or more years of seniority who is under the age of fifty may request to take a one (1)-year leave with half pay and fringe benefits followed by the early retirement incentive. The college will have no obligation to continue employment after the paid leave has been completed.

7. Internal Reassignments

Faculty members may request to be reassigned or given released time to perform administrative duties for a period not to exceed two (2) years if an administrative position is open. The faculty member will return to regular faculty duties at the end of the period. Seniority and faculty salary increments under this arrangement would continue to accrue.

C. Approved Travel Expense of Candidates

The Board shall authorize reimbursement for approved travel expenses of prospective candidates for faculty position interviews at the college.

D. Faculty Salaries

The report of the HRPST Committee including the salary of all current full-time faculty together with criteria for each academic rank shall be an Appendix and attached to the two original contracts, one copy held by the secretary of the Association and the other by the Administration.

E. Faculty Loads and Overloads

1. Full-time faculty load shall consist of 12-15 credit hours, or 13-16 lab hours for each semester. No overload shall be permitted without the written approval of the administration and

faculty member involved. No overload pay may be assigned until 15 credit, or 16 lab hours are exceeded. Normally such overloads shall not exceed one course. Overloads shall be compensated at the rate of \$665 per credit hour. Faculty on a combined lecture/lab load shall receive the overload rate plus an additional \$50 per hour for each hour taught over 16 per semester. In case of an overload involving both laboratory and credit hours, the overload shall be considered as a credit hour overload. Payment shall be made in the regular check over the instructional period. It is expressly understood and agreed that overloads shall be undertaken only under exceptional circumstances.

F. Regular Course Preparation and Special Courses

1. Regular Courses: In some programs and subject matter areas, the number of preparations assigned to an instructor per semester may vary according to the needs which may require an instructor to have more than two preparations. Two preparations per semester, however, continues to be the objective toward which those having the responsibility of scheduling and planning should strive.

2. Special Courses: The teaching of credit or non-credit courses, mini-courses, modular courses, or other special courses may be a part of his/her regular teaching load if he/she is teaching below the 15 credit or 16 lab hour limit, provided they are within the instructor's area of competence.

G. Class Size

In order to achieve maximum teaching effectiveness, permit experimentation and develop student potential, the exact class size is not set forth in the main body of this Agreement. Since the size may well vary with the subject area and individual instructor preference, the class size in each discipline will be discussed by the faculty member involved, the division chairperson / coordinator, and the Administration. The final determination on class size shall rest with the Administration, compatible with the concept of small class size, not to exceed thirty-five (35) in most cases, for the life of this Agreement. The average student / faculty ratio for the college shall be planned to be no less than 18.5 / 1.

H. Part-Time Faculty

The administration and faculty of the college desire to insure quality instruction at all locations where the curriculum is taught. To achieve this objective, the college will strive to limit the use of part-time faculty to twenty-five percent (25%) of the teaching workload.

1. Salary

Part-time faculty with credit teaching assignments shall be compensated according to the following range: \$450 minimum to overload rate maximum per credit hour. Part-time faculty in non-classroom roles shall be paid an hourly rate not less than \$15 per hour.

2. Tuition Waiver

A part-time faculty member shall earn a number of credit hours equivalent to the credit hours which he/she teaches in a fiscal year. These credit hours may be taken in course work at no charge by the faculty member or his/her dependents if taken within three (3) years from the time the credits are earned.

3. Placement at a Salary Level

Part-time faculty new to the college shall be placed at a salary level within the salary range stated above at the discretion of the division chairperson and the Dean of Academic Affairs. In placing the new part-time instructor at a level, the following criteria shall be used:

a. The instructor's educational background.

b. The instructor's experience in teaching and in work related to his/her teaching area.

c. The instructor's promise for successful performance in teaching.

d. Such other relevant factors as deemed important by those placing him / her at a level.

4. Advancement in Salary

Part-time faculty shall be advanced in salary as their service to the college grows more valuable. Their value will be determined by regular written evaluations of their teaching effectiveness, individual work with students, and participation in workshops and other activities for part-time faculty.

I. Summer Faculty Assignments

Compensation for a full-time faculty member for summer teaching shall be computed at the overload rate per calculated credit hour.

J. Academic Year and Calendar

The normal work period for members of the faculty shall be as indicated on the academic calendar. The academic calendar year shall be developed cooperatively by the negotiation teams and become an Appendix to this Agreement. Such calendar or educational program(s) shall contain the proper number of days (hours) required to effectively orient, register, instruct, evaluate, and graduate students and be subject to regulations prescribed by SUNY and the Department of Higher Education of the State of New York. Faculty members shall be available as necessary to implement such educational program(s); variations can be mutually agreed upon between the faculty member and the division chairpersons, and/or the appropriate administrator.

K. Professional Faculty Responsibility

All professional staff members shall be considered responsible for their primary duties of teaching or providing services. It is expected that all full- and part-time faculty members will meet all classes. In case of absence, the division chairperson, the appropriate dean, or the president should be notified as early as possible.

It is understood that no faculty member shall engage in either compensated or non-compensated activities outside of the college which limit or diminish the faculty member's availability to teach, to consult with students, or to carry out other professional responsibilities.

It is expected that the full- and part-time faculty will assume responsibility in helping administration carry out rules and regulations concerning the proper conduct of students as outlined in the Student Handbook.

While faculty are encouraged to attend extracurricular activities and open houses, such attendance is not required.

"While attendance at faculty meetings is not required, it is required that faculty members shall serve on at least one (1) faculty, all-college, ad-hoc faculty, or ad-hoc all-college committee, but shall not be required to serve on more than two such committees. Faculty are expected to attend all formal academic events of the college. Formal events shall be those in which academic regalia is worn."

Faculty members are expected to maintain a minimum of ten (10) office hours per week which may include consultation with students in other locations.

Faculty are responsible for those tasks which are not specifically mentioned in this agreement, but which have an obvious relationship to the position he/she holds and which are considered just and reasonable by both the division chairperson and the dean of academic affairs, the dean of the Cattaraugus County Campus, or the dean of student affairs. Such responsibilities may include participating, during the academic year, in student orientation, advisement activities, and registration. When teaching, full- and part-time faculty are expected to maintain student academic records; to submit census reports, grades, and course syllabi; and to refer students, when appropriate, to various student support services.

The division chairpersons and deans, as appropriate, shall assist faculty members in meeting these professional responsibilities. Continued failure to meet these responsibilities will result in a written warning. If corrective actions are not taken by the faculty member, other appropriate sanctions, including termination in accordance with Article VII, may be used.

Full- and part-time faculty members shall be expected to comply with local, state, and federal laws and regulations related to the college, its students, and its employees. The college may formulate policies related to its responsibilities to carry out such laws and regulations and may stipulate sanctions for violations of such policies which may include a warning, suspension, and/or termination, as appropriate. Formulation of such policies shall include faculty participation and such policies shall be distributed to all faculty members.

L. Sponsoring of Student Activities

The college encourages the development of various special interest clubs, social functions, and organizations. It is the policy of the college that no official activity of the student body may operate without a faculty advisor. The participation of faculty members who assist students in these endeavors shall be on a voluntary basis.

M. Split Site Assignments

Each full-time faculty member will be assigned a main worksite. When they are assigned a teaching load that is split between that main worksite and another campus or extension center, the college will either provide transportation via college car or reimburse the faculty member at the mileage rate in Article XII, Section 8 of this agreement. This reimbursement will be for miles travelled above and beyond those usually required to get to and from work. The college will provide a meal allowance of \$150 per semester and an additional \$10 for each meeting of a credit-bearing course when a faculty member teaches away from his/her main worksite. Prior to assigning a faculty member away from his/

her main worksite, the administration will consult with the division chair and the faculty member.

N. Advisee Load

The maximum advisee load shall be forty (40). Individual advisors may take on a number of advisees in excess of the maximum number voluntarily.

O. Shared Positions

The college may, at the request of faculty members, convert any full-time positions into a 'shared position' subject to the approval of the President of the College.

For purposes of this agreement, the term 'shared position' shall mean a full-time faculty position, formerly held by one individual whose responsibilities shall be divided and shared with one or more additional persons.

Those full-time faculty members occupying shared positions shall receive a pro-rata salary based upon a full-time annual rate. In the event an incumbent full-time faculty member's position is converted to a shared position, the incumbent shall receive all fringe benefits previously received as a full-time faculty member and the new designated faculty member(s) sharing responsibilities shall receive such fringe benefits as funding allows. Except in extraordinary circumstances, the cost of the shared position arrangement, including salary and benefits, shall not exceed the total cost of the original position.

During this period, seniority and credit toward sabbatical leave shall accrue as if the incumbent were full-time.

All faculty contracts for shared positions shall specify the term of the position and guarantee the right of the incumbent to recapture full-time status.

Those faculty members in shared positions shall have the full range of responsibilities of full-time faculty members including involvement in collegial governance and student advisement.

ARTICLE VI - APPOINTMENT AND TENURE POLICIES

A. Appointments

Initial appointments shall be designated tenured, term (tenure-line), or term (non-tenure-line). Term (tenure-line) appointments will lead to a decision for or against the granting of tenure after a probationary period as described in Article VI, Section C. The college may make term (non-tenure-line) appointments (a) to replace faculty members on leave, (b) if resignations of faculty members are submitted after the contract return date, (c) if unexpected enrollment changes occur, (d) for positions funded through sources other than the college's operating budget, and (e) to replace faculty members whose teaching responsibilities are reduced because of other college assignments, such as appointments to division chairpersonships, coordinatorships, or directorships, and (f) to division chairpersons selected from outside of the faculty. In the cases of (d) and (e) only, the college may offer as many as six annual term (non-tenure line) contracts.

B. Terms and Conditions of Appointments

The precise terms and conditions of every appointment shall be stated in writing and be in the possession of both the college and the candidate before the appointment is consummated. These terms shall include the following where they apply: nature of the

appointment, academic rank, salary, assignment to a division, the total number of years accumulated toward tenure and how much, if any, prior service the college will recognize.

C. Probationary Period

1. Beginning with the appointment to the rank of full-time instructor, or a higher rank, the probationary period shall not exceed four (4) years. Prior service in the other accredited collegiate institutions may be included in probationary period or a faculty member may receive a continuing contract as a condition of his appointment with the approval of the HRPST Committee.

2. During the probationary period, a faculty member shall have the academic freedom that all other members of the faculty have.

D. Notice of Non-Reappointment

Notice of non-reappointment, or of intention not to recommend reappointment to the Board, shall be given not later than March 31st in the case of an appointment expiring at the first year. During the second, third, and fourth year of service, such notice shall be given the last day of February.

E. Termination - Adequate Cause

Termination for adequate cause of a continuous appointment or the dismissal for adequate cause of a faculty member previous to the expiration of a term appointment shall be in accordance with Article VII of this Agreement.

F. Termination - Financial Exigency

1. Termination of a continuous appointment because of financial exigency shall be demonstrably bona fide, in consultation with the Association negotiating team, to include: changes in the educational programs and services, lack of financial support or significant decreases in student enrollment over a period of time as indicated in the following notification schedule. The Administration shall assume relationship between student enrollments and the number of college employees.

2. If it appears that a tenured position must be retrenched, the tenured faculty member will be notified *November 15* that it appears a contract will not be issued on February 28. Failure to notify a tenured faculty member by November 15 will result in a contract being issued on February 28 for the next academic year.

G. Issuance of Contract Letters

The last date for issuance for annual contract letters shall be no later than the last day of February, and the contracts shall be signed and returned no later than two (2) weeks from the date of issuance.

H. Replacements and Externally-Funded Positions

Sections D and G of this Article do not apply to replacements and externally funded positions. Appointments to these positions will be subject to funding and staffing needs. If a permanent position becomes available, it is understood that appointments will be subject to affirmative action requirements. If appointed to a permanent position, prior service at the college will be counted toward tenure and seniority, with HRPST review of salary.

I. Seniority

The number of full-time years of service with the faculty rank of instructor or above, beginning with the effective date of the initial contract for a tenure-line position, determines seniority at the college. Seniority acquired prior to 1984-85 by faculty in non-tenure-line positions will be maintained. Effective with the 1984-85 academic year, seniority will not accrue for any faculty member in a non-tenure-line position. Seniority shall cease at the time of resignation from the college. In cases of retrenchment, seniority shall be used to establish the order of retrenchment. Seniority shall be applied in areas of demonstrated competence. When faculty are being considered for full-time assignment to new areas of teaching, the following definitions and procedures shall prevail:

1. Faculty with years of service who begin teaching in new areas will continue to accrue seniority at the college.

2. Faculty can be assigned full-time to new areas of teaching competency only by HRPST Committee action. In making a decision, HRPST will consider the recommendation of the division, the needs of the college, and the needs of the individual.

3. Faculty need not establish competency for courses already taught. They may use prior study, leaves of absence, sabbaticals, faculty development work, and appropriate experience to determine new areas of competency.

4. In cases of retrenchment, seniority shall be used to determine the order of retrenchment at the campus suffering the financial exigency. The Jamestown campus and the Cattaraugus County campus shall each have separate seniority lists. If it becomes necessary to transfer faculty members from one campus to the other, they shall carry their seniority with them. However, no faculty retrenched from either campus shall oust full-time, continuing-contract faculty from the other. The above provisions are meant to apply to 'non-teaching' faculty members of the Association, as well as to 'teaching' faculty.

J. Seniority and Recall

1. In cases of retrenchment, seniority shall be used to determine the order of retrenchment at the campus suffering the financial exigency. The Jamestown Campus and the Cattaraugus County Campus shall each have separate seniority lists. If it becomes necessary to transfer faculty members from one campus to the other, they shall carry their seniority with them. However, no faculty retrenched from either campus shall oust full-time, continuing contract faculty from the other. The above provisions are meant to apply to 'non-teaching' faculty members of the Association, as well as to 'teaching' faculty.

2. The college shall make every effort to re-employ within the institution in some other position for which they are qualified those persons whose services have been terminated. A tenured faculty member retrenched for financial exigency will have the right of first refusal if his or her position is reinstated. This right shall be applicable for two years from the date that his or her employment ends. Upon recall, the affected faculty member shall be returned to a salary and benefits level containing no less than 75% of the negotiated salary increases and 100% of the negotiated benefits attained by actively employed faculty during time of retrenchment.

ARTICLE VII – STATEMENT ON PROCEDURAL STANDARDS IN FACULTY DISMISSAL PROCEEDINGS

The following statement on Procedural Standards in Faculty Proceedings was prepared by a joint committee representing the Association of American Colleges and the American Association of University Professors and was approved by these two associations at their annual meetings in 1958. It supplements the 1940 Statement of Principles on Academic Freedom and Tenure by providing a formulation of the 'academic due process' that should be observed in dismissal proceedings.

Procedural Recommendations

A. Preliminary Proceedings Concerning the Fitness of a Faculty Member

When a reason arises to question the fitness of a faculty member who has tenure or whose term appointment has not expired, the appropriate administrative officers shall discuss the matter with him in personal conference. The matter may be terminated by mutual consent at this point; but if an adjustment does not result, an ad hoc committee elected by the faculty and charged with the function of rendering confidential advice in such situations shall informally inquire into the situation, to effect an adjustment, if possible, and, if none is effected, to determine whether in its view formal proceedings to consider his dismissal should be instituted. If the committee recommends that such proceedings should be begun, or if the President of the institution, even after considering a recommendation of the committee favorable to the faculty member, expresses his conviction that a proceeding should be undertaken, action shall be commenced under the procedures which follow. Except where there is disagreement, a statement with reasonable particularity of the grounds proposed for the dismissal shall then be jointly formulated by the President and the faculty committee. If there is disagreement, the President or his representative shall formulate the statement.

B. Commencement of Formal Proceedings

The formal proceedings shall be commenced by a written communication addressed to the faculty member by the President, informing the faculty member of the statement formulated, and informing him / her that, if he/she so requests, a hearing to determine whether he/she should be removed from his/her faculty position on the grounds stated will be conducted by a faculty committee at a specified time and place. In setting the date of the hearing, sufficient time shall be allowed the faculty member to prepare his/her defense. The faculty member shall be informed, in detail or by reference to published regulations, of the procedural rights that will be accorded him / her. The faculty member shall state in reply whether he/she wishes a hearing and, if so, shall answer in writing, not less than one week before the date set for the hearing, the statements in the President's letter.

C. Hearing Committee

The Committee of faculty members to conduct the hearing and reach a decision shall be an elected committee not previously concerned with the case or a committee established as soon as possible after the President's letter to the faculty member has been sent. The choice of members of the hearing committee shall be on the basis of their objectivity and competence and of the regard in

which they are held in the academic community. The committee shall elect its own chairperson.

D. Committee Proceedings

1. The committee shall proceed by considering the statement of grounds for dismissal already formulated, and the faculty member's response written before the time of the hearing. If the faculty member has not requested a hearing, the committee shall consider the case on the basis of the obtainable information and decide whether he/she should be removed; otherwise, the hearing shall go forward. The committee, in consultation with the President and the faculty member, should exercise its judgment as to whether the hearing should be public or private. If any facts are in dispute, the testimony of witnesses and other evidence concerning the matter set forth in the President's letter to the faculty member shall be received.

2. The President shall have the option of attendance during the hearing. He may designate an appropriate representative to assist in developing the case, but the committee shall determine the order of proof, shall normally conduct the questioning of witnesses, and, if necessary, shall secure the presentation of evidence important to the case.

3. The faculty member shall have the option of assistance by counsel, whose functions shall be similar to those of the representative chosen by the President. The faculty member shall have the additional rights set forth in the 1940 Statement of Principles of Academic Freedom and Tenure, and shall have the aid of the committee, when needed, in securing the attendance of witnesses. The faculty member or his/her counsel and the representative designated by the President shall have the right, within reasonable limits, to question all witnesses who testify orally. The faculty member shall have the opportunity to be confronted by all witnesses adverse to him / her. Where unusual and urgent reasons move the hearing committee to withhold this right, or where the witness cannot appear, the identity of the witness, as well as his/her statements, shall nevertheless be disclosed to the faculty member. Subject to these safeguards statements may, when necessary, be taken outside the hearing and reported to it. All of the evidence shall be duly recorded. Unless special circumstances warrant, it should not be necessary to follow formal rules of court procedure.

E. Consideration by Hearing Committee

The committee shall reach its decision in conference, on the basis of the hearing. Before doing so, it shall give opportunity to the faculty member or his/her counsel and the representative designated by the President to argue orally before it. If written briefs would be helpful, the committee may request them. The committee may proceed to decision promptly, without having the record of the hearing transcribed, when it feels that a just decision may properly be withheld until consideration has been given to the case by the governing body of the institution. The President and the faculty member shall be notified of the decision in writing and shall be given a copy of the record of the hearing. Any release to the public shall be made through the President's office.

F. Consideration by the Board of Trustees

The President shall transmit to the Board the full report of the hearing committee, stating its action. On the assumption that the Board has accepted the principle of the faculty hearing committee,

acceptance of the committee's decision would normally be expected. If the Board chooses to review the case, its review shall be based on the record of the previous hearing, accompanied by opportunity for argument, oral or written or both, by the principals at the hearing or their representatives. The decision of the hearing committee shall either be sustained or the proceedings be returned to the committee with objections specified in writing. In such a case the committee shall reconsider, taking account of the stated objections and receiving new evidence if necessary. It shall frame its decision and communicate it in the same manner as before. Only after study of the committee's reconsideration shall the governing body make a final decision overruling the committee.

G. Publicity

Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements about the case by either the faculty member or administrative officers should be avoided so far as possible until the proceedings have been completed. Announcement of the final decision shall include a statement of the hearing committee's original action, if this has not previously been made known.

ARTICLE VIII – GRIEVANCE PROCEDURES: FULL- AND PART-TIME FACULTY

Preface

It is specifically understood and agreed that a grievance shall be clearly identified as such by the faculty member and understood to be such by the administrator with whom the first step of the procedure takes place.

This grievance procedure shall in no way interrupt or interfere with regular discussions of problems or situations which normally take place between a faculty member and an administrator. It is recognized that during such informal discussion relating to fact the problem may be resolved, and a grievance, even in the informal first-step, will normally occur only when and if such discussion fails to resolve the problems. However, a faculty member may, if he/she wishes, file a grievance at once provided he/she clearly identifies it as such.

A. Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board, the President, the Administration, and the faculty of the college is essential to the operation of the college, it is the purpose of the procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of faculty members through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the parties above named are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

B. Definitions

1. A grievance is a claim by the Association or any faculty member or group of faculty in the negotiating unit based upon any claimed violation, misinterpretation, misapplication or inequita-

ble application of the following: a) laws, b) rules or regulations having the force of law, c) this Agreement, and d) policies, rules, bylaws and regulations of the Board and/or President.

2. The term 'supervisor' shall mean any division chairperson, immediate superior or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Chief Executive Officer.

3. The Chief Executive Officer is the President of the college.

4. 'Association' shall mean Jamestown Community College Faculty Association.

5. 'Aggrieved party' shall mean the Association and/or any person or group of persons in the negotiating unit filing a grievance.

6. 'Party in interest' shall mean the Association and any party named in a grievance who is not the aggrieved party.

7. 'Grievance Committee' is the committee created and constituted by the Association.

8. 'Hearing officer' shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

C. Procedures

1. All grievances shall be in writing, and 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 at Stage 1a, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the faculty member and the Association.

3. The preparation and processing of grievances shall be conducted during the hours of employment at a time affording all parties in interest a reasonable opportunity to attend, and parties in interest who are present during working hours shall be excused from duty without loss of pay. Every effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

4. The Board agrees that it, the Trustees, the President, and the Administration will facilitate any investigation which may be required and will make available, upon the request of any aggrieved party, any and all material and relevant documents, communications and records relating to the grievant concerning the alleged grievance.

5. Except as otherwise provided in Sections E-1a and 1b, 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 behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

6. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board, the Trustees, the

Chief Executive Officer and/or by any other member of the Administration against the aggrieved party, any party in interest, any representative, any member of the Grievance Committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

7. Forms for filing grievances shall be developed by the Association and the Administration and shall be filed with the Chief Executive Officer of the college, the Association Executive Committee, and the Association Grievance Committee. Such forms shall remain in effect until the Association and the Administration jointly agree to change the forms. The development of said forms shall not delay any grievance. After agreement upon the forms, the Board and the Administration shall have them printed and distributed to the aforementioned parties, and, upon request, to members of the faculty, to facilitate operation of the grievance procedure.

8. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.

9. Nothing contained herein will be construed as limiting the right of any faculty member having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance informally adjusted, provided the adjustment is not inconsistent with the terms of the contract agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to the procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

10. In any and all cases where the aggrieved party is not represented at any stage of the grievance procedure by the Association, the hearing officer making the decision will cause to be served upon the Association a copy of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered by him / her, together with a copy in writing of his/her decision in the proceeding. Said papers will be served upon the Grievance Committee of the Association within a reasonable time after the rendering of the decision by such hearing officer. The Association may, in its sole and uncontrolled discretion, thereupon appeal any decision in any such grievance to the next higher stage of the grievance procedure.

11. The Association's Grievance Committee shall be entitled to at least two (2) working days advance notice from the hearing officer of all hearings on all grievances in which the aggrieved party is not represented by the Association. Such notice shall include copies of all documents in the possession of the hearing officer and the Association shall be entitled to participate in and express its position and offer proof, if so requested by the grievant during the hearings on such grievances even though it does not represent the aggrieved party.

12. Every person who has the right to bring a grievance hereunder has the right to be represented by a representative of his/

her own choice except that, as aforesaid, if the Association is not chosen as the representative of the aggrieved party, it shall have the rights hereinbefore set forth in such cases and providing, further that Stage 4 of this Grievance Procedure shall be available only to the Association and those aggrieved parties represented by it.

13. Any and all notices which this Grievance Procedure requires to be given to the Board, Chief Executive Officer or administrators may be delivered to the Chief Executive Officer of the college or, in his absence, to the person then in charge of his office.

D. Time Limits

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended by mutual agreement.

2. Grievances will be initiated at the first available stage within forty (40) working days after the faculty member actually knows of the act or condition on which the grievance is based.

3. If a decision at one is not appealed to the next stage of the procedure within the basic time limit specified, the Chief Executive Officer will notify the Association and the aggrieved party of the expiration of the said basic time limit. If no appeal is filed by the expiration of said time, then the grievance shall be deemed to be dismissed.

4. Failure at any stage of the Grievance Procedure to communicate a decision to the aggrieved party, his/her representative and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure at any time after the expiration of the period which would have been allotted had the decision been communicated by the final day.

5. In the event a grievance is filed on or after April 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the college term or as soon thereafter as is possible.

E. Stages of Grievance Procedure

Stage 1: Supervisor – Informal

a. A faculty member having a grievance will discuss it with his/her immediate supervisor, either directly or through a representative with the objective of resolving the matter informally. The supervisor will confer with all parties in interest. If the faculty member submits the grievance through a representative, the faculty member may be present during the discussion of the grievance.

Supervisor – Written Decision

b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within the five (5) working days after the written grievance is presented to him / her, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, tender a decision thereon, in writing, and present it to the faculty member, his/her representative and the Association. At the conclusion of Stage 1, the aggrieved party shall have the option of deciding whether his/her grievance shall be private or public.

Stage 2: President (Chief Executive Officer)

If any aggrieved party is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the faculty member or his/her representative shall, within ten (10) working days, file a written appeal of the decision at Stage 1 with the Chief Executive Officer. Copies of the written decision at Stage 1 shall be submitted with the appeal. Within five (5) working days after receipt of the appeal, the Chief Executive Officer, or his duly authorized representative, shall set a date for a hearing and notify the faculty and the Grievance Committee, or its representative, and all other parties in interest of said date. Hearings will be commenced within ten (10) days after issuance of the notice of the meeting date by the Chief Executive Officer. The Chief Executive Officer shall render a decision in writing to the instructor, the Grievance Committee and its representatives within five (5) working days after the conclusion of the hearing.

Stage 3: Board of Trustees

If any aggrieved party is not satisfied with the written decision at the conclusion of Stage 2 and wishes to proceed further under his/her grievance procedure, such aggrieved party and his/her representative shall, within ten (10) working days, file a written notice of appeal of the decision at Stage 2 with the Board. Copies of all earlier written decisions shall be submitted with the appeal. Within five (5) working days after receipt of the appeal, the Board shall set a date for a hearing and notify the aggrieved party and the Grievance Committee and all other parties in interest of said date. Hearings on said grievance shall be held within ten (10) days of the issuance of said notice either by the Board or a duly authorized committee consisting of not less than one-half the members thereof. The Board and/or its committee shall render a decision in writing to the aggrieved party and the Grievance Committee within five (5) working days after the conclusion of the hearing.

Stage 4: Binding Arbitration

a. If an aggrieved party represented by the Association and the Association are not satisfied with the decision at Stage 3, or the Grievance Committee determines that the grievance is meritorious, the Grievance Committee of the Association may submit the grievance to arbitration by written notice to the Chief Executive Officer within ten (10) working days of the decision at Stage 3.

b. Within five (5) working days after such written notice of submission to arbitration, the Chief Executive Officer and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified periods, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitrators Association in the selection of an arbitrator.

c. The Chief Executive Officer and the Association will also exchange a list of persons who will be present at the arbitration hearing, specifying who will be presenting the oral argument for each party.

d. It is requested that the selected arbitrator will hear the matter promptly and will issue his decision not later than fourteen (14) calendar days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him / her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.

e. The arbitrator shall not have the power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

f. The decision of the arbitrator shall be final and binding upon all parties.

g. The costs of the services of the arbitrator, if any, will be borne equally between the Association and the Board.

F. Grievance Procedure for Dismissal

1. Any faculty member alleging that his/her dismissal or denial of tenure involves any claimed violation, misinterpretation, misapplication or inequitable application of law, rules or regulations, having the force of law, this Agreement, policies, rules, by-laws and regulations of the Board and/or Chief Executive Officer and/or Administration, or violates any other constitutional or legal right of academic freedom shall have the right to appeal such dismissal or denial of tenure pursuant to this grievance procedure commencing at Stage 2 by notifying the Grievance Committee of the Association.

2. In the processing of grievances for dismissal and/or denial of tenure, the burden of proof shall be upon the Administration to show adequate cause for its action.

3. Upon the filing of a grievance for dismissal or denial of tenure, and at least three (3) days before the hearing at Stage 2, the Administration shall present reasonable detailed and formally written charges to the aggrieved party.

G. Time Limitation Extension

In extenuating circumstances, the time limitation referred to in the foregoing sections may be extended to a period of time acceptable to both parties concerned.

ARTICLE IX – ACADEMIC ORGANIZATION DIVISION CHAIRPERSONS

A. Definition

Division chairpersons, who retain full faculty status, occupy middle-management positions and serve as the heads of academic divisions or of the student affairs division.

B. Terms of Employment

1. Division chairpersons shall work an academic year calendar, plus from five (5) to eight (8) additional weeks per year at a rate of \$1,150 per week. These weeks shall be scheduled at the discretion of the appropriate dean and with the approval of the president.

2. Division chairpersons shall not be assigned overloads without the recommendation of the appropriate dean and the written permission of the president.

3. Each division chairperson shall teach two (2) courses per calendar year as part of his/her regular load.

4. Division chairpersons shall serve three (3) year terms and are eligible to serve a maximum of two consecutive terms.

5. Division chairpersons may resign under exceptional circumstances and may be removed from their division chairperson position for reasonable cause.

C. Selection Process

Each division shall nominate a minimum of two candidates for the position from within the division or under exceptional circumstances from outside the division. The process of nomination shall be documented and shall focus on the match between the candidates and the job description. The president shall select the division chairs upon the recommendation of the appropriate dean. If the division nominates fewer than two candidates or the president rejects the nominations, the president shall return to the division to determine if there are other viable candidates within the division or within the college. In the event that a suitable candidate cannot be found, an outside search shall be conducted.

ARTICLE X – WORKING CONDITIONS OF LIBRARIANS

A. Librarians shall normally work 35–40 hours per week over five (5) consecutive day periods.

B. Shall work no more than eight (8) consecutive hours, including lunch periods on any one day.

C. Members of the library staff shall be issued a contract with an academic year schedule approximating that of the teaching faculty. However, due to the nature of library work, the librarians recognize that their individual duties and responsibilities must be fulfilled to the satisfaction of the Library Director. This requires their return to the campus one (1) week prior to the beginning of the academic calendar and remaining one (1) week after the academic calendar. Remuneration for this time or any other additional time shall be reimbursed at one (1) credit hour per week using the overload rate.

D. Adequate personnel are to be provided during vacation periods when classes are not in session as recommended by the Library Director and approved by the administration. If professional librarians are needed, vacation periods shall be counted as extra hours of work and regular work hours shall be reduced by that amount or librarians shall receive extra remuneration.

E. Mutually agreed upon deviations from the above working conditions may be made between the Library Director and the Librarians with administration approval.

F. The Jamestown Campus library director shall work an administrative year and be entitled to one month (22 working days) of vacation annually at a time mutually agreed upon by the director and the dean of academic affairs. He/she shall be entitled to all faculty holidays falling within the fall and spring semesters and all administrative holidays between semesters and during the summer. These holidays shall not be counted against vacation time. Mutually agreed upon deviations from the above working conditions may be made between the administration and the director. In computing salary increases the academic year salary shall be used as the base. His/her annual salary shall include the regular base salary for the academic year plus an additional 9/36 of this salary.

The Cattaraugus County Campus library director shall receive an additional contract for additional time required prior to the academic year and beyond it and the supervision of the summer library operation. The minimum additional hours shall be two (2) and the maximum hours shall be eight (8).

ARTICLE XI – WORKING CONDITIONS OF HUMAN DEVELOPMENT AND EDUCATIONAL SERVICES DIVISION, AND DIRECTOR OF THE COMPUTER CENTER

A. Human Development Educational Services Division counseling staff shall be issued a contract with an academic year schedule approximating that of the teaching faculty. However, due to the nature of their work, the counselors recognize that their individual duties and responsibilities must be fulfilled to the satisfaction of the division chairperson. This requires their return to the campus one (1) week prior to the beginning of the academic calendar and remaining one (1) week after the academic calendar. Remuneration for this time or any other additional time shall be reimbursed at one (1) credit hour per week using the overload rate.

B. Adequate personnel are to be provided during vacation periods, including summers, as recommended by the division chairperson and approved by the Administration. If Human Development Educational Services Division members are needed, vacation periods shall be counted as extra hours of work and regular work hours shall be reduced by that amount, or director of student services and counselors shall receive extra remuneration, the choice being theirs. If the director of student services or counselors are not available to cover vacation and summers, it shall be their responsibility to obtain substitutes acceptable to the division chairperson.

C. Mutually agreed upon deviations from the above working conditions may be made between the division chairperson and the counselors and approved by the Administration.

D. The Director of Admissions and Recruitment, Director of Student Services, Director of Financial Aid, Registrar, and Computer Center Director shall work 35–40 hours per week. If these individuals are required (with approval of the appropriate Dean) to work in excess of the normal forty (40)–hour week, then they shall be entitled to compensatory time equal to the accumulated overtime they have worked. They shall work an administrative year and be entitled to one month (22 working days) of vacation annually at a time mutually agreed upon by the individual and

the appropriate dean. Their salaries shall include their salaries for the regular academic year plus an additional 9/36 of this salary.

It is acknowledged that these positions are full-time positions and that any request by Administration for one of these individuals to teach a formal college course(s) constitutes an overload for that individual. It will be the individual faculty's option to accept or reject such a teaching overload. If he/she accepts the overload, he/she shall receive compensation at the normal overload rates for faculty.

These faculty are entitled to all faculty holidays falling within the fall and spring semesters and all administrative holidays between semesters and during the summer. These holidays shall not be counted against vacation time. Unused vacation time must be used with the subsequent year.

Mutually agreed upon deviations from the above working conditions may be made between the Administration and the individual faculty member.

In computing salary increases for these faculty members, the academic year salary shall be used as the base.

ARTICLE XII - OTHER CONDITIONS OF EMPLOYMENT

A. Insurance

1. A hospital, surgical and major medical plan shall be provided by the college for full-time faculty and their dependents, effective on the first day of employment. The plan shall require a pre-care admission certification requiring advance notification of hospitalization, except in the case of emergencies. Effective January 1, 1992, the annual deductible for individuals shall be \$150 and for families \$250. The college will pay no more than the equivalent cost of the regular medical/hospital plan toward the cost of the qualified HMO plan offered.

Employee coverage will be at 100%. Those selecting dependent coverage shall have deducted an amount of ten (10%) percent of the dependent cost based upon the plan's previous year's experience. These deductions may be run through the college's flex plan.

The college will contract with a health care administrator/insurer to manage and/or provide insurance at no less than the current benefit levels (1994-95). Changes in a health care administrator/insurer that would lead to changes in coverage or benefits must be negotiated by both parties.

Medical histories of the participants will remain with the third party administrator and will be confidential in nature. This privacy protection shall not prevent the college from full utilization of the financial aspects of the plan and its administration.

2. The college will provide, at no cost to all full-time faculty, a prescription drug plan as follows:

\$3 deductible - generic drugs

\$10 deductible - non-generic drugs

3. The college shall provide a full-paid dental plan for full-time faculty members. A dependent dental plan shall be made available with additional cost borne by employees.

4. Long-term disability insurance shall be provided to all full-time faculty who have completed one year of service to the college. This insurance will provide sixty percent of income from all sources and commence ninety days after the disability and continue as long as the employee is disabled up to the age of sixty-age (65).

5. Life insurance shall be provided equal to one (1) times salary not to exceed \$50,000.

6. The college shall offer a Flex Plan in which employees may, on a pre-tax basis, establish flexible spending accounts for uncovered medical expenses, for employee premiums for medical benefits, for dependent care expenses, and qualified medical premiums.

B. Retirement Systems

Faculty members have a choice between the New York State Teachers' Retirement System or TIAA-CREF. Social Security coverage is required. The college assumes either the full or partial cost of retirement, subject to State law.

C. Tax-Deferred Annuities

A plan for the purchase of tax deferred annuities is available for members of the professional staff. Consult the business office for details. The college will match all full-time faculty contributions up to 1% of base salary.

D. Tuition Waivers

1. Subject to SUNY regulations and funding, tuition is waived for approved study at other units of the State University of New York at the present time for full-time and part-time faculty.

2. Tuition is waived for all full-time employees of the college and their immediate families (spouses and dependent children) for course work at Jamestown Community College. Disabled or retired, long-term (after five years), full-time employees are also eligible for tuition to be waived. The amount of tuition waived shall equal the tuition minus New York State Tuition Assistance Program (TAP) monies.

3. Tuition is waived for spouses and dependent children of a full-time, long-term employee who retires from, or who, while employed at the college, becomes disabled or deceased.

E. Salary Payments

1. Checks may be picked up at the Business Office during the regular college session and mutually agreeable arrangements may be made for vacation periods or during sabbatical(s).

2. Salary payments will be made in twenty-six (26) equal installments bi-weekly on Fridays during the academic year, on Thursdays during summer Fridays, and on the last day the business office is open prior to holidays.

F. Sick Leave

1. Members of the academic staff, other than persons having temporary or part-time appointments, who are unable to perform their regularly assigned duties because of illness shall be granted sick leave with full salary by the President of the college for a period of three (3) months during each academic year. The President of the college may require at any time that proof of illness be forwarded to him for salary payments to continue. A certification stating that the faculty member can fulfill his/her job re-

sponsibilities may be required from a mutually agreed upon medical doctor and/or a licensed psychologist paid by the college prior to the faculty member being permitted to return to work.

2. During extended absences on sick leave of members of the academic staff of the college, the President of the college shall make appropriate arrangements for carrying on the activities of the college with due regard for the reasonable workload of other members of the academic staff. Such persons on sick leave shall not be required or permitted to contribute toward the salary of the substitute during their absence.

G. Conferences and Professional Travel

1. A faculty member wishing to attend a particular conference or meeting should inquire of the division chairperson well in advance of the scheduled date whether funds are available. He should fill out, in duplicate, the Request for Prior Approval form available from the division secretaries which calls for an estimate of the expense to be incurred, and he/she should be prepared to justify his/her request that payment be made from the college funds. Both copies of the form should then be submitted to the division chairperson for his/her signature, and final approval. If permission to attend is granted, a signed copy of the form will be returned in time so that definite plans can be made. The second copy will be retained by the division chairperson. It is expected that, upon his/her return, he/she will report to the division chairperson, who will arrange for information of interest to the faculty to be presented to the group.

2. Upon receipt of the Expense Report Form (only one copy is necessary) showing purpose of travel and clearly explaining expenditures, the college will make payment as promptly as possible. Receipts must accompany the Expense Report Form wherever possible. Reimbursement for approved expenditures will be made up to the amount on the Prior Approval slip.

3. The travel allotment for faculty shall be \$350 per year and for division chairpersons \$600 per year. Directors and coordinators shall have an allowance of \$500. As a rule, during the academic year one (1) major conference or meeting of his/her own choice will be approved for each faculty member. If request is made by Administration to represent the institution, this will be in addition to the one major trip allowed.

4. A reasonable guide for daily expenditures is:

Room / Night	\$50-\$100
Breakfast	\$4.00
Luncheon	\$7.00
Dinner	\$19.00

or

\$30.00/day for meals

For dinner, a reasonable additional amount will be approved if the dinner is a part of a conference program and a receipt is submitted.

5. New York state audit procedures prevent the college from paying tax on hotel bills in New York state, and reimbursement will not be made for such items appearing on expense accounts.

Exemption Certificates – Tax on Occupancy of Hotel Rooms, are available and should be obtained from the Business Office. Use of these forms will make it unnecessary to pay tax.

6. A sum of \$4,000 each year for the duration of the contract shall be set aside to fund travel for part-time faculty members. Prior approval for the use of this fund must be obtained from the Office of Academic and Student Affairs.

7. College vehicles may be used for transportation, if available, provided the cost of driving same does not exceed the total public transportation cost (air or pull-man). Prior approval for use of private vehicles will be reimbursed at the prevailing IRS travel mileage rate.

8. Travel funds may be used for faculty to pay tuition for approved study and may be used for individual memberships for associations when either an institutional membership is not available or when the benefits of an individual membership can be shared with other faculty within the discipline and the individual membership is less expensive than an institutional membership.

H. Paid Child Care Leave

A paid child care leave related to a new birth or adoption may be granted to a male or female employee for up to four weeks. This leave must be taken within six months of the birth or adoption. If both parents are employees of the college, only one shall be eligible for this leave. The college shall continue to furnish said employee with full insurance benefits for one year. At the conclusion of the child care leave, the employee shall be reinstated to the status which he/she held when the leave began or to a comparable position, without decrease in the rate of compensation or loss of promotional opportunities, or any rightful privilege of employment. Such leaves shall not be unreasonably withheld.

I. Family or Domestic Partner Leave

[This paragraph shall be effective September 1, 1994]. An employee may take an unpaid family / domestic partner leave of up to one (1) year's duration for the purposes of caring for a seriously ill family member or domestic partner. Said leave shall be taken without loss of any accrued benefits. The college shall continue to furnish said employee with full insurance benefits for one full year. Leave resulting from the serious illness of a family member or domestic partner can be taken intermittently or on a reduced leave schedule when medically necessary. At the conclusion of the leave, the employee shall be reinstated at the same or equivalent title which was held when the leave began, without a decrease in the rate of compensation or loss of promotional opportunities, or any rightful privilege of employment. Such leaves shall not be unreasonably withheld.

J. Wellness Program

A complete health assessment utilizing the MicroFit System will be offered at no charge by the college's Health Center staff to all faculty wishing to participate beginning in the Fall 1992 semester. This assessment will be used to establish individual wellness programs, including exercise and workshops on diet, stress, and related health issues. The assessment can be done up to one time per calendar year.

Employees shall have the annual right to waive group health insurance and/or prescription drug coverage for themselves and/or

their dependents. Such waivers shall require annual certification by the employee of coverage through other sources and spousal consent for waiver of dependent coverage. Any employee waiving coverage may rejoin either plan during an open window period each September or at any time either coverage through other sources is lost. The college shall pay employees waiving group health insurance and/or prescription drug coverage a rebate equal to one-third of the cost of such coverage, payable over the fiscal year or prorated over the portion of the fiscal year in which the waiver exists, payable in the bi-weekly paycheck. The rebate shall be adjusted each September based on the calculated premiums. An employee should be aware that COBRA benefit entitlements at the time of separation from the college will be affected by the rebate since the employee is not effectively insured by the college. The insurance rebates will not influence an employee's base salary for purposes of step improvement, overtime, longevity or percentage improvement in future years.

ARTICLE XIII – LEAVE OF ABSENCE

A. Policy

Leaves of absence may be granted to faculty members subject to the requirements and conditions set forth below.

B. Purpose

Leaves of absence may be granted to a faculty member for reasons of health, political office, research, further education and other employment.

C. Eligibility

Any faculty member who has taught for at least one (1) year at the college is eligible to apply for a leave of absence. A faculty member's request for leaves of absences may be made as often as he/she wishes. Normally, one (1) year of teaching should intervene between each leave, but the Administration may grant extensions as deemed necessary.

D. Terms and Conditions

1. A faculty member will receive no compensation from the college during his/her leave.
2. Retirement and health benefits may continue in force at the expense of the faculty member, at his option.
3. Leaves of absence shall not interrupt the period of continuous service of the faculty member toward counting the eligibility for sabbatical leave. However, the period of absence will not be counted into the six (6) consecutive years of services to apply for a sabbatical.
4. The faculty member may be eligible for promotions and pay increases during his/her leave.
5. Leaves of absence shall be granted for a period of one or two semesters.
6. In those cases in which, in the opinion of the Administration, the granting of a leave of absence would impair the instructional functions of the college, a faculty member may be required to postpone his/her leave.

E. Application

A request for a leave of absence shall be submitted to the faculty member's division chairperson at least three (3) months in advance of the semester or academic year in which the faculty member is requesting such a leave. The division chairperson shall make his/her recommendation to the Dean of Academic Affairs for administrative action. The applicant shall be notified of the final decision as soon as possible; normally within one (1) month of the submission to the division chairperson.

ARTICLE XIV – SABBATICAL LEAVES

A. Definitions

1. Full sabbatical leave – defined to be that period of time during which the recipient is absent from the college for two (2) semesters at one-half (1 / 2) salary, or absent from the college for one (1) semester at full salary.

2. Half sabbatical leave – defined to be that period of time during which the recipient is absent from the college for one (1) semester at one-half (1 / 2) salary.

B. Policy

Annually, sabbatical leaves for professional development may be made available to members of the academic staff who meet the requirements set forth below. The objectives of such leave are to increase each such person's value to the college and therefore improve and enrich its program. Such leave shall not be regarded as a reward for service or as a vacation or rest period occurring automatically at stated intervals.

C. Purpose

Sabbatical leaves shall be granted for planned travel, study, formal education, research, writing, or other experience of professional leave value.

D. Eligibility

Members of the professional staff having continuing appointments, who have completed at least six (6) years of service within the college or who, if they previously have had a sabbatical leave, have completed at least six (6) years of service within the college from the date of return from their last sabbatical leave, shall be eligible for a sabbatical leave. Individuals who have completed three (3) consecutive years of full-time service since their last sabbatical are eligible to apply for a one-half (1 / 2) year sabbatical at one-half (1 / 2) salary. In computing leave and periods of sick leave for the purpose of this section, periods of vacation leave and periods of sick leave with salary shall not be considered an interruption of consecutive services. Periods of leaves of absence and the periods of part-time service shall be considered interruptions of consecutive service.

E. Terms and Conditions

1. Sabbatical leaves may be granted for periods of one (1) year at rates not to exceed one-half (1 / 2) salary, or for periods of one-half (1 / 2) year at rates not to exceed full salary. Members of the academic staff on sabbatical leave may, with the prior approval of the President, accept fellowships, grants-in-aid or earned income to assist in accomplishing the purposes of their leaves.

2. The total number of faculty sabbatical leaves granted per academic year shall be limited to five (5) percent of the full-

time faculty. The percentage is based on the full-time faculty employed as of May 1st on the calendar year preceding the year of the intended sabbatical leave. In the five (5) percent calculation, the total number of sabbaticals available shall be rounded to the next larger number. If one-half year / one-half pay sabbaticals are granted, the equivalent number of sabbaticals shall not exceed this number.

3. A one-half (1/2) year sabbatical at one-half (1/2) salary shall be counted as a one-half (1/2) sabbatical in the computation of the total number of sabbatical leaves available to the faculty.

4. All fringe benefits such as retirement, insurance and the like, shall continue in effect during the sabbatical leave at the rate of pay received during the sabbatical period. The period of sabbatical leave shall be credited as service for retirement and the granting of increments.

5. In those unusual cases in which, in the opinion of the President, the granting of sabbatical leave would impair the instructional functions of a department, a faculty member shall be required to postpone his/her leave.

F. Application

A completed application should be forwarded to the College-Wide Committee on Sabbaticals in care of the chairperson, by November 1st of the year preceding the academic year in which desired periods of leaves are included. Each application should include a prospectus of the scholarly activity projected, and should state the applicant's intention to continue as a member of the staff for a minimum period of one (1) year at the end of the period of the leave, and his/her agreement to submit to the President a comprehensive written report within the semester following his/her return. If the College-Wide Committee on Sabbaticals approves the application, it shall be recommended to the President. The President may grant such sabbatical leaves as he/she deems appropriate and a report of all such sabbatical leaves granted shall be presented to the Board.

G. College-Wide Committee on Sabbaticals

1. The College-Wide Committee on Sabbaticals will consist of the Dean of Academic Affairs who will be the chairperson, and four (4) members of the faculty. The four (4) faculty members (one of whom will be from the Olean campus) and two (2) alternates will be elected to this Committee by the Association of the college for a two (2)-year term.

2. The College-Wide Committee on Sabbaticals shall use the following guidelines in determining which of the completed applications will be recommended to the President of the college by the last day of the Fall semester for acceptance:

a. In those unusual cases where the President of the college has asked a faculty member to postpone his/her sabbatical leave, the number of sabbatical leaves available for the succeeding year shall be increased by one (1) if the sabbatical committee deems the postponed sabbatical leave still to be worthy. The faculty member required to postpone his/her sabbatical shall be granted that additional sabbatical leave.

b. While a faculty member making an application for a first sabbatical leave may be given preference over an applicant who has had a previous leave, the primary criterion will be the quality of the proposal.

All applications will be reviewed on their individual merits and while no specific criteria are set forth, the Committee is directed to analyze the value of the proposed sabbatical in terms of value to the institution and value to the individual.

H. Substitutes

The Administration shall make appropriate arrangements for carrying on the activities of the college during a faculty member's absence on sabbatical leave, with due regard to the reasonable workload of the academic staff and in accordance with Section E of Article V of this Agreement.

I. Failure to Return

If the faculty member fails to return to the college and complete one (1) full academic year of service, he/she must repay the full amount of monies received from the college while on sabbatical leave.

J. Sabbatical Contracts

Any faculty member taking a sabbatical leave shall be issued a Sabbatical Contract stating the amount of monies to be received by him / her while on sabbatical leave. In addition, this Contract shall contain a clause whereby Section H of this Article is agreed upon.

ARTICLE XV – RETIREMENT INCENTIVE

A. Working Past Retirement

Persons who retire shall be permitted to teach / work / advise up to but not to exceed the equivalent of twelve (12) contact hours in any academic year, but less than twelve (12) contact hours in any semester, if their doing so does not jeopardize any of the full-time faculty members. This teaching assignment shall be arranged at the mutual convenience of the Administration and the faculty member. Compensation shall be at the overload rate per credit hour.

B. Retirement Incentive

1. Criteria

Decisions on early retirement incentive payments will be made by the Administration based on the following criteria:

a. The effect on the quality of our academic program.

b. Demonstrations that the costs of early retirement programs in any given year will be fully offset by the savings to be realized in the first two (2) years of the early retirement.

c. Satisfactory evidence that the payments required by early retirement will not affect needed cash flow.

2. Requests

Requests for early retirements shall be submitted to the Dean of Academic Affairs or the Dean of the Cattaraugus campus on or before November 1st of the academic year preceding the intended academic year of early retirement. The Administration will respond the day after the regular December Board meeting.

3. Benefits for Retirement

An employee may request a voluntary retirement incentive from the college if he/she has been continuously employed at

the college for twenty (20) years at the time of retirement. If the retirement request is approved by the administration and meets the criteria cited in Article XV, the employee shall receive an amount equal to \$36,500 plus an additional \$1,750 for each year of service over ten (10) years. This amount shall be divided into five (5) equal installments payable over five (5) years beginning with the first year of retirement. Payment shall be made on or about September 1 of each year.

Full insurance benefits for retirees and dependents for one (1) year following retirement will be provided by the college. The college shall continue payment of all health benefits for the retiree for a maximum of ten (10) years or until the retiree qualifies for Medicare or another equivalent replacement for Medicare. The retired faculty member may maintain personal health and other existing benefits for dependents at the retiree's expense after retirement.

Arrangements for the type of payment by the college to the retiree or designee or designated account shall be mutually agreed upon by the college and the retiree. In the case of the death of the retiree before the completion of the negotiated payments, the college shall remunerate the retiree's designated beneficiaries or designated account.

In all cases referenced above, the college will not make duplicate payments for health benefits if the retiree subsequently becomes employed in an environment where comparable health insurance is provided as a benefit.

ARTICLE XVI – AGREEMENT VALIDITY

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law by a court of competent jurisdiction, then such application or provision shall not be deemed valid, but all other provisions or applications shall continue to be in full force and effect.

ARTICLE XVII – DURATION OF THIS AGREEMENT

This contract shall be in effect from September 1, 1994 to August 31, 1998.

**Negotiating Team – Faculty Association
Jamestown Community College, Jamestown, NY**

**Negotiating Team
Jamestown Community College, Jamestown, NY**

APPENDIX I

GUIDELINES FOR FACULTY PROMOTION AND HIRING

I. Introduction

The system of faculty rank is based on recognizing the contributions which faculty make. Within this system, faculty are rewarded by promotion for making those contributions deemed important by the college and for demonstrating that they are striving to make the fullest contribution of which they are capable. The description of the type of contribution expected at each rank is described in II below.

In this context, promotion is not a function of the amount of education or of longevity. Gaining additional education, however, is evidence that the professor is attempting to increase his/her ability to contribute and, therefore, his/her chances for promotion are increased.

Similarly, additional experience in teaching would usually increase the professor's contribution and also provide his/her colleagues who evaluate him / her with additional evidence of his/her contribution. Guidelines for the expected number of graduate hours and years of experience for promotion are listed under III below. Promotions, then, are not automatic, nor do they require a specific number of years of experience or credit hours.

The contributions which faculty can make fall into four general categories:

1. Teaching students.
2. Leadership to his/her department and to the college.
3. Contributions to the community.
4. Contributions to his/her professional field outside of the college.

These forms of contributions are listed in the approximate order of the importance in which the college views them.

II. Description of Professional Ranks

Full Professor – These persons greatly exceed the usual expectations in their total contributions to teach and to the college. They are outstanding in their ability to present material in an understanding, professional, and intellectually stimulating way, while at the same time maintaining an atmosphere in the class which is most conducive to learning. They constantly evaluate their methods of teaching and seek new and different approaches to instruction. They are involved in the total commitment of the college and actively participate in the business of the college through committee participation and faculty meetings. They are very much involved in the functioning and the improvement of the college. They are recognized leaders and actively assist others in increasing their levels of performance. Normally, they also make contributions outside of the college by serving on boards and committees, acting as speakers or resource persons and/or they provide leadership to education and their discipline through writing, research, and serving on committees.

Associate Professor – These persons exceed the usual expectations in their total contributions to teaching and to the college. They are exceeding the usual norms in their ability to present material in an understanding, professional, and intellectually stimulating way, while at the same time maintaining an atmosphere in the class which is conducive to learning. They constantly evaluate their methods of teaching and seek new and different approaches to instruction. They are involved in the total commitment of the college and actively participate in the business of their division and college. They are gaining recognition as leaders within the college and show the potential for further developing this ability. Normally, they also make significant contributions to the community and to their profession.

Assistant Professor – The persons holding this rank have exhibited development in various areas of professional growth. Because of this, they have achieved a level of teaching proficiency beyond that of the instructor. Assistant professors have begun to make real contributions to the institution through productive committee work, work with student associations, and more effective professional relationships with their fellow educators. They are aware of their areas of needed professional growth and seek ways of improving.

Instructor – The persons at this rank are performing at least at a satisfactory level. Students in their classes are learning, and they are in the process of becoming more effective teachers. Their primary contribution lies in their teaching, but they are becoming aware of their potential areas of development and are beginning to achieve results in these areas. Normally, those with limited teaching experience will start at this rank.

III. Educational and Experience Guidelines for Promotion and Hiring

In considering candidates for promotion, the following criteria will be assessed by evaluators and the HRPST Committee: Contributions to JCC, contributions to the community, contributions to one's professional field, growth in one's professional field, time in rank, and hours beyond the bachelors / masters degrees. A deficiency in one of these areas will not be sufficient to deny a person an opportunity for promotion. Under no circumstances are promotions simply a function of time in rank or the mere accumulation of graduate hours. Possession of those quantitative qualifications for a particular rank does not mean the rank will be automatically awarded.

A. Contributions and Professional Growth

1. *Contributions to JCC*
 - a. Ability to teach and a desire to improve that ability.
 - b. Actively involved in meaningful and productive advisement, assistance to students and student activity efforts.
 - c. Integrating academic and student affairs.
 - d. Willingness to assist the college in attracting and retaining students.
 - e. Regular attendance at faculty meetings. Participation in committees.
 - f. Assuming leadership roles at faculty meetings, or committees, etc.

- g. Developing special programs, seminars, curricula, etc.
- h. Writing grants.
- 2. *Contributions to the Community*
 - a. Serving as an educational broker.
 - b. Serving as speakers.
 - c. Serving as resource persons.
 - d. Serving on community service committees.
 - e. Serving as non-paid members of board of directors of agencies, club, or county committees.
- 3. *Contributions to One's Professional Field*
 - a. Writing books or articles.
 - b. Giving speeches at conferences, workshops, or seminars.
 - c. Serving on state or national committees relevant to one's field.
 - d. Writing grants relevant to one's field.
 - e. Recognition of professional contributions by one's colleagues.
- 4. *Growth in One's Professional Field*
 - a. Participation in workshops and seminars.
 - b. Participation in non-credit courses.
 - c. Application of new developments to one's discipline.

The above guidelines are intended to be representative — not inclusive.

B. Year in Rank and Hours

In truly exceptional cases, two years of teaching at JCC or elsewhere shall be the minimum time in rank at the Instructor level for consideration for promotion to the Assistant Professor level. Aside from the exception just cited, time in rank and credit hours earned shall be consistent with the following guidelines:

RANK: Instructor to Assistant Professor	
YEARS	4
HOURS BEYOND MASTER'S	0
HOURS BEYOND BACHELOR'S	30
RANK: Assistant to Associate Professor	
YEARS	4
HOURS BEYOND MASTER'S	21
HOURS BEYOND BACHELOR'S	51
RANK: Associate to Full Professor	
YEARS	5
HOURS BEYOND MASTER'S	30
HOURS BEYOND BACHELOR'S	60

Appropriate undergraduate hours may be included in the minimum number of hours recommended. If a faculty member has not earned sufficient credit hours as listed above, the following guidelines for time in rank and credit hours shall be applied:

RANK: Assistant to Associate Professor	
YEARS	7
HOURS BEYOND MASTER'S	9
HOURS BEYOND BACHELOR'S	39
RANK: Assistant to Associate Professor	
YEARS	6
HOURS BEYOND MASTER'S	15
HOURS BEYOND BACHELOR'S	45
RANK: Associate to Full Professor	
YEARS	8
HOURS BEYOND MASTER'S	18
HOURS BEYOND BACHELOR'S	48

1. **Appropriate Hours**

Appropriate graduate and undergraduate hours include but are not limited to the following:

- a. Hours in the discipline in which a faculty member teaches.
- b. Approved hours related to the discipline in which a faculty member teaches.
- c. Approved hours outside the discipline in which a faculty member teaches.

The intent of (b) and (c) is to provide a reasonable amount of flexibility relative to the concept of 'appropriate' hours, consistent with the philosophy that knowledge in breadth as well as depth is desirable for faculty members at JCC. It is not the intent of (b) and (c) to define flexibility so broadly that virtually any hours are deemed appropriate hours.

The concept of related hours is restricted to hours that relate directly to a faculty member's discipline. Thus, computer science courses for business faculty, electronics courses for physics faculty, and biology courses for nursing faculty would be examples of appropriate related hours.

The concept of outside hours serves to discourage an interdisciplinary approach to problems and to recognize the fact that institutional needs can arise for which no in-house expertise exists. Thus, courses that increase the scientific literacy of non-science faculty and courses that make technical faculty aware of the social, political, and economic implications of a given technology illustrate viable outside hours.

Earning credits in education alone will not be considered sufficient to meet the guidelines for appropriate hours, except in certain cases (e.g. higher education administration and areas of student services) when graduate education courses are appropriate.

2. Approval for Related and Outside Courses

How directly a course relates to a particular faculty member's discipline or how relevant an outside course is to current institutional needs cannot be answered by a blanket general statement. Thus, in order for a related or outside course to be deemed appropriate, and to assess the credit it is worth, the following process will be followed:

a. Prior to enrolling for such courses, a faculty member seeking approval shall submit in writing a formal approval request form to his/her division chairperson, who shall submit a recommendation to the Dean of Academic Affairs. In the case of the Library, faculty shall submit their proposals to the Director of the Library, who shall offer a recommendation to the Dean of Academic Affairs.

b. The Dean of Academic Affairs shall notify the faculty member of the decision.

c. If the course is not approved, the faculty member may appeal the decision to the HRPST Committee.

d. HRPST shall forward to the faculty member the decision relative to the appeal. In reaching its decision, HRPST shall consider the following:

(1) All written recommendations which are part of the approval process.

(2) The relevance of the course(s) to the faculty member's discipline and institutional needs.

(3) The content, length, and academic rigor of the course(s).

IV. Assistant Instructor

A. Description of the Position

Assistant Instructor – The persons at this rank function primarily in a supportive role to assist other faculty members and students. They may assist in teaching classes, may set up and supervise certain laboratory sessions and may carry out other duties specified in their job description. Their primary contribution lies in their ability to support the teaching or servicing of students within their division, but they are becoming aware of other areas of the college and the community and of ways of contributing to these areas. This position is not open for promotion and tenure.

B. Educational and Experience Guidelines for Hiring

Assistant Instructor

1. Bachelor's degree, or
2. Associate's degree plus related professional experience.
3. Sufficient related professional training and/or experience.

C. Contracts, Promotions, and Working Conditions

For the first (3) three years of employment, Assistant Instructors shall receive one (1)-year contracts for nine, ten or

eleven months. The first contract may be for a shorter period of time if the starting date occurs after the beginning of the academic year. Notice of renewal or nonrenewal shall be given by March 1st and returned within two (2) weeks.

After the third contract, reappointment of Assistant Instructors shall be for two (2)-year periods. Notice of the first two (2)-year contract shall be given by March 1st and for each subsequent two (2)-year contract by September 1st of the year preceding the beginning of the contract. Contracts shall be returned within two (2) weeks. An Assistant Instructor is not eligible for tenure.

Assistant Instructors may be promoted to the rank of Instructor if a position is available, and if the Assistant Instructor meets the qualifications for the position, and if the Assistant Instructor is recommended by the division chairperson with the assistance of the division / area evaluator. A search may be waived if the original appointment followed a national or regional search, if the Assistant Instructor meets these criteria, and is recommended by the HRPST Committee for the position.

Assistant Instructors shall receive the benefits of faculty status as defined in this Agreement, including, but not limited to, sabbatical leaves, leaves of absence, travel and development funds, overload payment for teaching courses outside a normal work week, retirement incentives, and faculty excellence awards.

The work week of Assistant Instructors shall normally be 35-40 hours, but it is recognized that Assistant Instructors must fulfill their duties and responsibilities to the satisfaction of their supervisors. Compensatory time normally will be given for hours which exceed the normal work week upon the approval of the supervisor. Assistant Instructors requested to teach a course outside their normal work week have the option to accept or reject the overload.

All Assistant Instructors shall receive faculty holidays falling within the fall and spring semesters. In addition, Assistant Instructors with contracts exceeding the academic year shall receive all administrative holidays observed during the period of their contracts in the summer and between semesters. Assistant Instructors with contracts exceeding the academic year shall receive one month (22 days) vacation.

In computing salary increases for Assistant Instructors, the academic year shall be used as the base with a proration for each additional month.

APPENDIX II

BYLAWS OF THE FACULTY

I. The faculty shall consist of all full-time appointments to the teaching and related instructional areas, the President and the deans.

II. Responsibilities and Functions of the Faculty – Subject to the approval of the Board of the college, the faculty shall perform the following functions:

A. They shall develop and recommend policy relating to the teaching and conduct of courses, the granting of degrees and academic discipline.

B. They shall develop and recommend policy concerning student activities and conduct of students.

C. They shall investigate problems relating to curriculum and shall make recommendations based on their findings.

D. They shall develop and recommend such rules as shall be needed for the maintenance of academic standards.

E. They shall develop and recommend personnel policies to the Administration.

F. All recommendations of policy shall be submitted to the Administration in writing.

III. Meetings

The faculty shall meet prior to the fall registration at such time and place as designated by the President of the college. A regular meeting time shall be established early in the Fall semester by the President of the college, and regular meetings shall be scheduled at least monthly throughout the academic year. Special meetings may be called by the President of the college at his/her instigation or at the request of a majority of the members of the faculty to transact emergency business.

IV. Officers

A. The President of the college shall be the President of the faculty and preside at Faculty meetings.

B. The secretary of the faculty shall be selected by the faculty for a period of one (1) year.

The election shall take place at the first meeting of the faculty in the Spring semester and the term of office shall commence with that meeting. The Secretary shall maintain a file of Minutes of all meetings including resolutions or other formal action of the faculty.

V. Committees

A. Standing Committees shall be organized to facilitate the transaction of faculty business. Members of Standing Committees, except for those members serving ex-officio, shall be appointed by the President of the college with the consent of the faculty. Committee members shall be appointed at the May meeting of the faculty. Terms of office shall run for a period of one (1) year, starting in September, or until the new committee list has been completed. The President will honor, in so far as possible, the request of individual faculty members as to committee appointments.

The chairperson and secretary shall be elected annually by the respective committee members. A faculty member must serve as a member of the committee at least one (1) year before he/she is eligible to be elected chairperson. The term of chairperson shall be limited to two (2) consecutive years. No faculty member shall serve as chairperson of more than one (1) committee, excluding the General Advisory Committee.

Standing Committees shall include:

1. Academic Standings.
2. Admissions, Scholarships & Financial Aids.
3. Curriculum.
4. Planning.
5. Student Affairs.
6. Affirmative Action.
7. Health Services and Safety.
8. College Program.
9. Academic Computing.
10. Library.
11. Assessment.

The membership of these committees shall be composed of one member from each division selected by that division, plus one ex-officio member and one faculty member-at-large selected by the President. Ad hoc committees remain as at present.

B. Temporary committees may be appointed by the President of the college to investigate specific problems or to transact specific business.

Such committee assignments shall terminate on acceptance of the report of the committee or completion of the business assigned.

VI. Procedures

A. Roberts' Rules of Order shall guide the faculty on parliamentary procedure.

B. Action on motions before the faculty shall be determined by majority vote of the whole faculty.

VII. Amendments

The bylaws of the faculty may be amended (only) by majority vote of the whole faculty taken on the next stated meeting following the one at which the amendment was proposed. Amendments shall be subject to the approval of the Board.

JCC COLLEGE CALENDAR
1995-96

1995 FALL SEMESTER

August

7	Monday	Division chairmen
14	Monday	Division chairmen, counselors, and administrators return to campus
21	Monday	Faculty return to campus
21-22	Monday-Tuesday	student orientation, advisement, registration
23	Wednesday	Classes begin at 8 a.m.
23-29	Wednesday-Tuesday	Late registration, drop/add, and senior citizen registration

September

4	Monday	Labor Day - no classes
5	Tuesday	Classes resume at 8 a.m.
27	Wednesday	Last day to choose CR/F grade option
27	Wednesday	Last day to choose audit grade option

October

9	Monday	Fall semester recess - no classes
10	Tuesday	Faculty Development Day - no classes
11	Wednesday	Classes resume at 8 a.m.
16	Monday	Sixth week grades due by noon at the registrar's office in Jamestown
27	Friday	Last day to change CR/F back to regular grading system

November

3	Friday	LAST DAY TO OFFICIALLY WITHDRAW FROM AN INDIVIDUAL CLASS WITH A GRADE OF "W"
21	Tuesday	Thanksgiving recess begins at 10 p.m.
22-24	Wednesday-Friday	Thanksgiving holiday - no classes
27	Monday	Classes resume at 8 a.m.

December

13	Wednesday	Day & evening classes end (PLEASE NOTE: A Monday class schedule will be followed.)
14	Thursday	Study day for final examinations
15, 18, 19	Fri., Mon., Tues.	Final examinations
21	Thursday	Grades due by noon at the registrar's office in Jamestown

Class Days/Evenings

	Monday	Tuesday	Wednesday	Thursday	Friday
Day	15	15	15	15	15
Evening	15	15	15	15	-----

Note: Final examinations are excluded from the number of class days shown above.

1996 SPRING SEMESTER

January

11	Thursday	Faculty return to campus
11-12	Thursday-Friday	Student orientation, advisement, registration
15	Monday	Martin Luther King Day - no classes
16	Tuesday	Classes begin at 8 a.m.
16-22	Tuesday-Monday	Late registration, drop/add, and senior citizen registration

February

19	Monday	Winter recess - no classes
20	Tuesday	Faculty Development Day - no classes
21	Wednesday	Classes resume at 8 a.m.
21	Wednesday	Last day to choose CR/F grade option
21	Wednesday	Last day to choose audit grade option

March

7	Thursday	Sixth week grades due by noon at the registrar's office in Jamestown
19	Tuesday	Last day to change CR/F back to regular grading system
27	Wednesday	LAST DAY TO OFFICIALLY WITHDRAW FROM AN INDIVIDUAL CLASS WITH A GRADE OF "W"

April

3	Wednesday	Spring recess begins at 10 p.m. (PLEASE NOTE: A Monday class schedule will be followed.)
4-12	Thursday-Friday	Spring recess - no classes
15	Monday	Classes resume at 8 a.m.

May

10	Friday	Day and evening classes end
13	Monday	Study Day
14-16	Tuesday-Thursday	Final examinations
17	Friday	Grades due by noon at the registrar's office in Jamestown
18	Saturday	Commencement exercises at Jamestown and Cattaraugus campuses

Class Days/Evenings

	Monday	Tuesday	Wednesday	Thursday	Friday
Day	15	15	15	15	15
Evening	15	15	15	15	-----

Note: Final examinations are excluded from the number of class days shown above.

1996 SUMMER SESSION I

May

20	Monday	Classes begin at 8 a.m.
20-21	Monday-Tuesday	Late registration and drop/add
27	Monday	Memorial Day observed - no classes
28	Tuesday	Classes resume at 8 a.m.

June

6	Thursday	Last day to choose CR/F grade option Last day to choose audit grade option
20	Thursday	Last day to return to regular grading system from CR/F
27	Thursday	End of Summer Session I classes

July

1	Monday	Grades due in registrar's office by noon
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1996 SUMMER SESSION II

July

1	Monday	Classes begin at 8 a.m.
1-2	Monday-Tuesday	Late registration and drop/add
4	Thursday	no classes
18	Thursday	Last day to choose CR/F grade option Last day to choose audit grade option

August

1	Thursday	Last day to return to regular grading system from CR/F
8	Thursday	End of Summer Session II classes
12	Monday	Grades due at registrar' s office by noon

Fall, 1996

Aug 22-23 Faculty return, Orientation/advise/reg
 Aug 26 Classes Start
 Sept 2 Labor Day Holiday
 Oct 14 Columbus day observed . . . no classes
 Oct 15 Faculty Workshop. . . no classes
 Nov 26th Thanksgiving recess begins at 10 PM
 Dec 2 Classes resume
 Dec 16th Last day of Classes
 17th Study Day
 18th-20 Final Exams
 23rd Grades due at Noon

Fall, 1997

Aug 21-22
 25
 Sep 1
 Oct 13
 14
 Nov 25
 Dec 1
 Dec 15
 16
 17-19
 Dec 22

* * 15 weeks of Day and Evening Classes * *

Spring, 1997

Jan 9 Faculty Return
 9-10 Student Orient./advise/reg
 13 Classes Begin
 20 Martin Luther King Holiday
 Feb 17 Presidents Day observed - no classes
 18 Faculty workshop day - no classes
 Mar 26th (Wed) Easter Recess starts at 10 PM
 Apr 7 Classes resume
 May 12 Study Day???
 13-15 Finals
 16th Grades Due at Noon
 16th & 17th Commencement

Jan 8
 8-9
 12
 19
 Feb 16
 17
 Apr 8
 20
 May 11
 12-14
 15
 15/16

* * 15 weeks of Day and Evening Classes * *

96/97 Wednesday, May 7th follows Monday day/evening Schedule
 97/98 Wednesday, May 6th follows Monday day/evening Schedule

Summer Sessions

Summer 1997

Summer 1998

Summer 1

May 27 Tues Classes Start
 July 3 Thur Classes End

Tues May 26
 Thur July 2

Summer 2

July 7 Mon Classes Start
 Aug 14 Thur Classes End

Mon July 6
 Thur Aug 13

All parties will explore alternate ways of offering summer session(s).

APPENDIX IV

GUIDELINES FOR FACULTY EVALUATION

Only those faculty members for whom decisions need to be made are involved in the decisioning process. These are:

1. Those eligible for promotion consideration.
2. Those being considered for the Faculty Award for Excellence, should the Award Committee choose to use it.
3. Probationary faculty members.
4. Those who are requested by their division chairpersons or the appropriate dean for one or more reasons, to go through the process.

Of the above, categories 1 and 2 are voluntary; categories 3 and 4 are not.

Essentially, the decisioning process is the same as the evaluation process described in the 1973-1974 Master Contract, with the major exceptions that (1) far fewer persons are involved each year, and (2) there is one division evaluator instead of two.

A. Introduction

The set of premises on which the following guidelines for faculty evaluations are based include:

1. Recognition that continuous evaluation of each individual's teaching and contributions to the college and community is an important part of the process of improving such individual's teaching capabilities and professional development.
2. Provision of an evaluation system which allows for an efficient, as well as an effective and fair evaluation process.
3. Recognition that immediate communication of the results of evaluation in a discreet manner to each individual is a *critical part of the overall evaluation process*.

B. Procedure

1. First level - Initial evaluations will be carried out at the division level.

a. The division chairperson and the division evaluator are each responsible for writing a recommendation for each of his/her division's faculty members who are involved in the decisioning process. Along with his/her own written recommendation, the division chairperson submits to the HRPST Committee the written recommendation of the division evaluator (or alternate, if appropriate), together with the data supporting the recommendations. In the event that the two recommendations differ, two sets of data may be appropriate. The appropriate division chairperson or designee on the Jamestown campus may evaluate the corresponding Cattaraugus campus faculty, at the discretion of the Jamestown campus division chairperson, or the Cattaraugus campus division chairperson, or the Dean of the Cattaraugus campus. A written recommendation shall be submitted by the division chairperson and/or designee, if they are involved. The kinds of data on which recommendations should be based may include, but are not limited to, the following:

- (1) the personal data sheet.

(2) student evaluations and/or summaries of them.

(3) classroom observations made by the division chairperson and/or the division evaluator with the consent of the faculty member. (The person visiting a faculty member's class should share his/her observations with the faculty member as soon as possible after the classroom visitation, and certainly before they are put in written form).

The division chairperson and the evaluator should each discuss with the faculty member his/her written recommendation before it is put in final form. The faculty member signs the official copies of each recommendation, his/her signature indicating only that he/she has read them and has a copy. Recommendations may be answered by the faculty member, his/her answer being attached to the appropriate recommendation when it is transmitted to the HRPST Committee.

b. Each division shall elect a division evaluator and an alternate. The alternate writes the recommendation for the division evaluator if the evaluator is involved in the decisioning process. Also, if it happens that a division evaluator needs to write a recommendation for a faculty member in his/her support group, the alternate fulfills that responsibility for him / her.

c. Terms of office for the elected division evaluators and alternates shall run for a period of one (1) year, starting in September, or until the new members have been elected.

d. Coordinators and directors of academic and student service areas shall be evaluated in these roles by the Dean of Academic Affairs, the Dean of Student Affairs, or the Dean of the Cattaraugus County Campus or his/her designee and shall be assisted by a division chair person, if appropriate.

e. Each faculty member in the decisioning process will be evaluated in accordance with criteria as set forth in Appendix I of the Master Contract.

f. The recommendation submitted by the division chairperson, as well as that submitted by the division evaluator or alternate, will be made relative to retention, salary, promotion, and tenure, whichever are appropriate.

2. Second Level - Recommendations will be made by the HRPST Committee to the President for transmittal to the Board.

a. The HRPST Committee will ordinarily approve the recommendations submitted by the division chairperson unless there are compelling reasons for not doing so.

b. The HRPST Committee will request that a faculty member meet with it if it feels a need to talk with the faculty member before making its recommendation.

c. Following completion of the decisioning process by the HRPST Committee, the division chairperson shall be responsible for communicating the results of the evaluation directly and immediately to each faculty member.

d. If an individual wishes to appeal the recommendation of the HRPST Committee, the HRPST Committee will discuss its recommendation directly with the faculty member; providing the faculty member so notifies the HRPST Committee in writing within two (2) weeks of the date he/she was notified of the HRPST recommendation.

APPENDIX V

GUIDELINES FOR EVALUATION OF DIVISION CHAIRPERSONS

A. Introduction

The major responsibility for evaluating division chairmen rests with the Dean of Academic Affairs, Dean of Student Affairs, or Dean of the Cattaraugus County Campus. In the course of making his evaluation, the appropriate Dean should seek out the perceptions of faculty and administrators on how well the person being evaluated is performing in the role of division chairman.

B. Criteria for Evaluation

The criteria to be used in evaluating division chairpersons are spelled out in the division chairperson's job description found in the personnel office.

C. Process

1. A questionnaire for evaluating division chairmen will be developed and distributed by the appropriate dean to all division faculty and the administrators. The completed forms will be summarized and sent to the division chairpersons along with the originals.

2. The appropriate dean will write his evaluation of the division chairperson to include recommendations if appropriate. This written evaluation will include the Dean's assessment of the division chairperson's administrative leadership including how well he/she represents the interests of the division to the administration and Administrative concerns to the division.

3. The evaluation written by the appropriate dean will be reviewed with the division chairperson who will be asked to sign it, acknowledging awareness of its existence. The division chairperson may elect to write a response to the statement prepared by the Dean of Academic Affairs, and if so, this will be included in the official file.

4. The evaluation of division chairpersons shall be completed by the appropriate dean two (2) weeks prior to the request of the President for nominations of division chairpersons for the next academic year.

APPENDIX VI

AWARDS FOR PROMOTIONS AND FACULTY EXCELLENCE

The stipend for faculty promotion shall be \$1,000 which shall be added to the faculty member's base pay, effective with the first pay of the academic year in which the promotion becomes effective regardless of the settlement of a new contract. The administration may develop a faculty award for excellence program which may include both monetary and non-monetary awards. Should this program be initiated, the criteria for the award shall be presented no later than the November faculty meeting each year.

APPENDIX VII

REPORT OF CREDIT GIVEN TO FACULTY FOR NON-TEACHING ACTIVITIES

The Administration shall provide the Association President with a report detailing the credit given to each faculty member assigned non-credit activities such as athletics, performing art productions and coordinating functions.

APPENDIX VIII

FUND FOR FACULTY DEVELOPMENT

As it is an expectation of the college that faculty will practice professional growth through educational study, research, related travel or other activities conducive to professional growth, the college shall establish a Fund for Faculty Development.

Administration shall allocate at least \$30,000 for each year for faculty development and shall establish a process for the allocation of these funds.

A Faculty Development Committee shall be established to allocate the monies in any given year, in accord with this expectation. The composition of the committee shall be two (2) faculty members appointed by the Faculty Association and two (2) representatives, to be appointed by the President. The committee shall establish specific criteria and procedures for the faculty proposals.

The Committee is charged with developing guidelines if the number or dollar amount of proposals exceeds the yearly allocation of funds. Requests for advances or vouchers for reimbursement must contain adequate documentation. In cases of release time, the college will pay a part-time faculty member, with the expense being charged to this fund.

APPENDIX IX

SALARIES

For 1994-95, there shall be no increase of salary, in 1995-96 an amount of four (4) percent of the total previous year's base salaries of returning faculty shall be available for distribution, and in each of the years 1996-97 and 1997-98 an amount of four and one-half (4 1/2) percent of the previous year's base salaries of returning faculty shall be available for distribution.

APPENDIX X

The parties agree to reopen the contract to consider any language changes necessitated by studies currently in process involving reorganization and/or changes in HRPST processes and practices.

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