

AGREEMENT

BETWEEN

ONTARIO COUNTY BOARD OF SUPERVISORS,

FINGER LAKES COMMUNITY COLLEGE,

AND

FINGER LAKES COMMUNITY COLLEGE – GRADE

September 1, 2010 – August 31, 2013

ARTICLE 1
PREAMBLE

This Agreement is made pursuant to the Public Employees' Fair Employment Act, and is entered into by and between the Ontario County Board of Supervisors and Finger Lakes Community College Board of Trustees (hereinafter referred to as the "Employers") and the Finger Lakes Community College – Greater Rochester Adjuncts Dedicated to Education (FLCC—GRADE), (hereinafter referred to as the "Union").

WHEREAS, the Parties have conducted negotiations and reached agreement, now, therefore

The Parties have agreed as follows:

ARTICLE 2
RECOGNITION

1. The Public Employment Relations Board has certified the Union, effective September 20, 2006, as the sole and exclusive collective bargaining representative for all adjunct faculty teaching credit bearing courses and paid by the College to provide such services at any of its campuses and satellite locations. Members of the bargaining unit shall be uniformly referred to as "adjunct faculty".

2. Expressly excluded from the bargaining unit are administrators, all active members of any other bargaining unit representing College or County Employees, all hourly employees, substitutes, and coaches coaching NJCAA team sports.

ARTICLE 3
MANAGEMENT RIGHTS

1. The Board of Supervisors and the Board of Trustees, separately and collectively, hereby retain the sole right to manage the College, its business and services, including but not limited to the right to decide the number and locations of businesses, services, and teaching operations, the business, service and teaching operations to be conducted and rendered, including the methods used therein, the rights to control the buildings, real estates, materials, parts, tools,

aides, machinery and all equipment which may be used in the operation of its business or in supplying services, the right to determine whether and to what extent the work required in operating the business and supplying the services shall be performed by employees covered by this agreement; the right to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend, and discharge employees, to hire, layoff, assign, transfer, promote and determine the qualifications of employees; to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided in this agreement, or provided by law.

2. The exercise of these rights, powers, authority, duties and responsibilities and the adoption of such rules, regulations and policies as they deem necessary in the management, direction and administration of all operations and activities of the College shall be limited only by the specific and express terms of this Agreement.

3. The above rights of the Board of Supervisors and the Board of Trustees are not all inclusive, but indicate the types of matters or rights which belong to and are inherent to the Board of Supervisors and the Board of Trustees. Any and all rights, powers and authorities held prior to entering this Agreement are retained by the Board of Supervisors and the Board of Trustees, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE 4 DUES CHECK-OFF

The Employers agree to deduct from the salaries of each employee covered by this Agreement an amount of money in payment of the uniform dues of the Union for any member of the Union who has signed an authorized dues deduction form as provided by the Union and distributed to the Adjunct Faculty by the College.

Such authorization may be revoked by writing to the Director of Human Resources at any time. The dues payments will be made by payroll deductions in equal installments over the pay periods paid per semester.

The Union must inform the Director of Human Resources of the amount of dues to be deducted at least twenty-one (21) days prior to the commencement of the fall semester.

The Employers further agree to transmit said deductions to the Union each effective pay period. The Union hereby agrees to hold the Employer harmless for any and all liability or damages it may sustain as a result of making the payroll deductions provided for in this Article.

ARTICLE 5
AGENCY FEE DEDUCTION

As required by law and to provide for the fair and equal distribution of the financial burden of negotiating for members of the bargaining unit and administering the agreement so negotiated, the Union shall be entitled to have deducted from the wage or salary of the employees in the bargaining unit who are not members of the Union, an amount equal to the dues of the Union. The Employers agree to deduct an agency fee from the salaries of each non-union member employee covered by this Agreement who has signed an authorized agency fee deduction form. The deduction of any fee does not constitute Union membership.

The Union will maintain a refund procedure for portions of the fee objected to as being used to aid activities or causes only incidentally related to terms and conditions of employment. Agency Fee payers may seek a refund under the NYSUT Agency Fee Refund Policy, as provided in Attachment A.

ARTICLE 6
UNION RIGHTS

1. Use of the Facilities:

A. The Union shall have the right to use the College duplicating services, computer services, and inter-College mail system on a reasonable basis for Union business. It is mutually understood that the Union will reimburse the College for related duplicating costs.

B. The Union will be granted appropriate space needed to post items on the College's intranet site for unit members to view.

C. The College agrees to provide meeting space for Union meetings in accordance with College policies.

2. Union / Administrations Relations:

The College will provide the Union an agenda for all regular meetings of the Board of Trustees, as well as the Board meeting minutes from such meetings .The agendas will be provided to the Union President prior to the meetings. Availability of the Board Meeting agenda and minutes on the College's intranet site will satisfy the College's obligation to this Article.

3. Access to Agreement: The College agrees to make a copy of this Agreement available to all unit members.

ARTICLE 7
NON-DISCRIMINATION

Neither the College nor the Union shall discriminate against or in favor of any employee on account of race, religion, creed, national origin, political belief, sex, sexual orientation, marital status, disability, age, membership in, or non-membership in, the Union or activity on behalf of the Union.

In addition, the College will make available the Board of Trustees policies with respect to non-discrimination to any unit member requesting it.

ARTICLE 8
DISCHARGE WITHIN ACADEMIC SEMESTER OR SESSION

No member of the bargaining unit who has taught for the College for an aggregate total of six (6) semesters / sessions shall be discharged within the Academic semester or session without just cause, subject to the following due process procedures:

Step 1. The College shall provide the bargaining unit member and the Union with a written statement of the charge(s) against him/her including the alleged facts upon which the proposed termination is based.

Step 2. The bargaining unit member shall have the right to submit a written response to the alleged charges to the Vice President of Academic Affairs or his / her designee within five (5) work days. The Vice President of Academic Affairs or his / her designee shall issue a written response to the bargaining unit member and the Union within (5) work days following the submission of the bargaining unit member's response to the charge(s).

Step 3. If the Vice President of Academic Affairs upholds the termination decision, the bargaining unit member shall have the right to submit a written appeal to the President of the College, within five (5) work days of receipt of the Step 2 written response. The appeal hearing shall be held within five (5) work days of the receipt of the appeal.

The decision of the President of the College shall be final and binding.

Note: All written and verbal communications concerning the discharge of a bargaining unit member shall remain strictly confidential between those individuals directly involved in any

aspect of the due process procedure, to the extent provided by law. Nothing herein shall apply to the non-reappointment of any member for future academic semesters or sessions.

ARTICLE 9 EMPLOYEE RIGHTS

When the College meets with a member of the bargaining unit on a one-to-one basis to discuss his/her work performance in the program in which he/she teaches, the individual employee shall have the right of Union representation upon his/her request.

ARTICLE 10 GRIEVANCE PROCEDURE

1. Declaration of Purpose: The College and the Union agree that they will use their best efforts to encourage the informal and prompt settlement of grievances. This procedure is established so that such grievances may be resolved promptly.

2. Definitions:

A. Grievance: a controversy, complaint and/or a dispute between a bargaining unit member, a group of bargaining unit members and / or the Union, and the College arising out of, or relating to, a specific term or provision of this Agreement, or to the interpretation, application, breach or enforcement thereof, and/or a violation of law, rules, practices or policies of the dual employer: the College and the County. Discharge of a bargaining unit member during the academic semester or session is expressly excluded from the grievance procedure provided in this Article. Article 8 is the sole contractual due process procedure for the discharge of bargaining unit members.

B. Days: shall mean working days.

3. Step 1: Within twenty (20) days from either the date of the occurrence or the date when the adjunct faculty member(s) and/or the Union knew or should have known of the act or omission that is the subject of the complaint, an aggrieved unit member and/or his/her Union representative and the appropriate College Officer shall meet, informally, to discuss and resolve a grievance. No determination shall be made by the College Officer at the Step 1 meeting which may diminish, amend or otherwise modify the provisions of this Agreement. The College

Officer shall give his/her answer to the unit member and the Union representative within five (5) days of the initial meeting.

4. Step 2: If the grievance is not satisfactorily resolved at Step 1, it shall be reduced to writing on a grievance form setting forth the basis of the complaint, including the name of the Grievant(s), the date and details of the event, and the remedy requested. Such form shall be signed by both the Grievant(s) and the Union President or his / her designee.

In any event, the written grievance shall be filed with the College President within thirty (30) days from either the date of the occurrence or the date when the adjunct faculty member(s) and/or the Union knew or should have known of the act or omission that is the subject of the grievance.

The College President shall meet with the Grievant(s) and his/her Union Representative and all other parties in interest within ten (10) work days. Within ten (10) work days of the meeting, the President will render a written decision to the dispute to the Grievant(s) and the Union. The President's decision shall be final and binding upon the bargaining unit member and the Union.

The time limits may be extended by mutual agreement.

ARTICLE 11 COMPENSATION

1. Pay Periods and Direct Deposits:

The salary of each adjunct faculty shall be paid in equal installments on a biweekly basis. For returning adjunct faculty, payments will commence with the first full pay period in each semester / academic session. For new adjunct faculty, payments will commence with the first full pay period in each semester, provided that all necessary payroll documents have been filed with the College by five (5) business days prior to the first day of classes. The Parties understand that the "first full pay period" as it applies to adjunct faculty shall be the first two (2) work weeks whose last day coincides with a pay date. In any case, adjunct faculty shall receive their first pay check no later than the end of the third full week of work. Paychecks shall be made by direct deposit in the bank account so designated by the bargaining unit member. Any payroll deductions shall be made in uniform increments.

2. There are two levels of pay in recognition of longevity as an adjunct faculty member:
Level I: Ten (10) or less aggregate semesters of teaching at the College;
Level II: Eleven (11) or more aggregate semesters of teaching at the College.
3. Compensation for all courses taught shall be paid in accordance with the following rates per contact hour:

ACADEMIC YEAR

	<u>2010-2011</u> Contact Hr Rate	<u>2011-2012</u> Contact Hr Rate	<u>2012-2013</u> Contact Hr Rate
Level I	\$ 855	\$ 855	\$ 855
Level II	\$ 880	\$ 880	\$ 880

4. The Union and the employers agree to meet and confer for the 2011-2012 and 2012-2013 contact hour rates upon final ratification of the tentative successor Agreement of the 2008-2011 FLCC Teaching Faculty Alliance Agreement with the College and County, in the event the overload rates exceed these negotiated rates.
5. All instructional contact with individual students shall be compensated at the following rate per semester / session:

	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
Individual Music Instruction / Student	\$ 361	\$ 372	\$ 383

ARTICLE 12
JURY DUTY / COURT APPEARANCE

Subject to applicable law, an adjunct faculty member selected for Jury Duty or subpoenaed for a court proceeding to which he/she is not a party shall receive paid leave while attendance is required by the court during the time the adjunct was scheduled to teach. Bargaining unit members on such leave shall remit to the College all remuneration received for jury duty, with the exception of money paid for the reimbursement of travel and parking. Adjunct faculty members requesting paid leave for such court appearances must notify their Department Chairperson and the Vice President of Academic Affairs and the Dean of the College immediately upon receipt of said subpoena(s).

If an adjunct faculty member is selected for Jury Duty or subpoenaed before the beginning of the academic semester / session, such member shall inform the Director of Human Resources concerning his / her potential unavailability to fulfill his / her teaching contract. The adjunct faculty member will cooperate with the College in a request for deferral of jury duty whenever, in the College's judgment, such a request is necessary.

ARTICLE 13 BENEFITS

1. Tax Deferred Annuity Program

Adjunct faculty shall have the right to participate in the approved tax deferred savings program maintained by the College. The adjunct faculty member may request the payroll deduction of any voluntary employee contribution.

2. Retirement Program Enrollment Option

To the extent permissible by law and SUNY regulations, bargaining unit members will be permitted to enroll in the New York State Teachers' Retirement System or Optional Retirement Program. The adjunct faculty member may request payroll deduction of any required employee contribution.

3. Tuition Waiver

After completion of four (4) semesters teaching at the College, and immediately following a semester of teaching, or during a semester of teaching, the adjunct faculty member or one member of his/her immediate family, may be permitted to register for one credit course on any College site, tuition free, provided space exists, upon approval of the President or his / her designee.

4. Liability Insurance

Members of the bargaining unit shall be covered by the College's liability insurance plan in the same amount as full-time faculty.

ARTICLE 14
UNION REPRESENTATION ON COLLEGE COMMITTEES

Members of the adjunct faculty shall not be excluded from serving on college committees. Membership must be approved by the committee chair.

ARTICLE 15
SAVINGS CLAUSE

Should any of the provisions of this Agreement, or the application thereof, be held invalid by a court of valid jurisdiction and/or an act of law, it shall not affect the validity of the remainder of this Agreement, or the application thereof, which shall remain in full force and effect according to its terms in the same manner and with the effect as if such invalid portion had not originally been included herein.

ARTICLE 16
ADJUNCT FACULTY COURSE ASSIGNMENTS

1. The College shall make a reasonable effort to notify returning adjunct faculty of their provisional course assignments for each succeeding semester / academic session prior to the commencement of the start of classes by maintaining accurate and up-to-date teaching assignments in the College's faculty web interface with the enterprise resource information system (WEB ADVISOR). Appointment(s) will be made after the close of regular registration, and will be dependent upon sufficient course enrollment(s). Adjunct faculty will be notified of their teaching appointment(s) via the "Teaching Assignment Notification" (TAN).
2. After the College has assigned an instructional load as stated in his / her TAN for that academic session, the adjunct faculty member may not be displaced from that teaching assignment except for insufficient enrollment.
3. The College will make a reasonable effort to notify new adjunct faculty of their provisional course assignments prior to the commencement of the start of classes for their first semester of employment with the College via a Provisional Adjunct Faculty Contract. When the new adjunct faculty member is assigned a course(s) in a succeeding semester the College will offer the adjunct faculty member an Adjunct Faculty Contract and will notify the adjunct faculty member of assignments for each succeeding semester / academic session prior to the

commencement of the start of classes by maintaining accurate and up-to-date teaching assignments in the College's faculty web interface with the enterprise resource information system (WEB ADVISOR). Appointment(s) will be made after the close of regular registration, and will be dependent upon sufficient course enrollment(s). Adjunct faculty will be notified of their teaching appointment(s) via the "Teaching Assignment Notification" (TAN).

ARTICLE 17 FULL TIME VACANCIES

The College will notify the Union in writing, when a full-time academic vacancy occurs or a new full-time academic position is created. Notice of vacancies will also be posted prominently on the College's website.

ARTICLE 18 GENERAL WORKING CONDITIONS

1. All members of the bargaining unit will be provided access to a telephone and a computer.
2. Working conditions of adjunct faculty not specified in this Agreement are governed by the Adjunct Faculty Handbook, as revised in 2006, and any subsequent revised editions. The College agrees to notify the Union and discuss any pending changes to the Adjunct Faculty Handbook.
3. All members of the bargaining unit shall have the use of College duplicating services, computer services, and other equipment and services for all academic / College related duties, activities and projects at no cost.
4. The College shall make a reasonable effort to provide proper and professionally equipped educational facilities to meet the instructional needs of the adjunct faculty at all of its sites.

ARTICLE 19 INFORMATION FOR ADJUNCT FACULTY

1. The College will hold at least one (1) orientation session at the commencement of each academic year for adjunct faculty members scheduled to teach a course. Adjunct faculty shall attend at least one session.

2. Adjunct faculty shall be provided with a copy of this Agreement at the time they are first employed.

ARTICLE 20 PERSONNEL FILES

1. Only one (1) official personnel file shall be maintained for each adjunct faculty member by the College in the Human Resources Department, which shall be the only file utilized by the College in the event of a disciplinary proceeding.
2. Adjunct faculty shall have the right, upon request, to review the contents of his/her personnel file, with a union representative. If requested, the College shall furnish a copy of such personnel file to the adjunct faculty member at no cost. Pre-employment information is not available to be reviewed or copied.

ARTICLE 21 PERFORMANCE EVALUATION

No formal performance evaluations of adjunct faculty members shall take place until the Parties have negotiated uniform evaluation procedures. A joint committee will be established with members appointed by the College and the Union with the charge of making formal recommendations for uniform evaluation procedures and forms / instruments to the Parties within six (6) months of the date of the final ratification of this Agreement. The Parties agree to commence negotiations for the final evaluation procedures and forms / instruments to be used in evaluating adjunct faculty within three (3) weeks of receipt of the committee's recommendations.

ARTICLE 22 COMPENSATION FOR ONLINE COURSES

Online Course Development

For the purposes of this agreement, online courses shall be defined as the offering of any credit course through the SUNY Learning Network (SLN) in which the instructor is physically separated in time or space from some or all of his/her students. The Parties to this agreement recognize and acknowledge that the responsibility and authority for establishing the criteria for and the process by which distance learning courses are planned,

developed, scheduled and conducted rests solely with the Vice President, who may delegate such tasks as is appropriate.

1. No unit member shall be required to teach an online course.
2. Adjunct faculty who are approved to teach online courses will be permitted to teach said courses at least twice before another faculty member (full-time or adjunct) is selected to teach the same course, providing the adjunct faculty member desires to teach the course and is available to do so. In the case where two or more adjunct faculty have developed the same course, the decision on who will teach in subsequent semesters will be made by the Vice President or designee.
3. During the semester in which a distance learning course is developed, adjunct faculty will be compensated in the form of a cash payment at the appropriate adjunct faculty rate. Cash stipends for course development will be paid over the pay periods during the semester in which the course is developed.
 - a. Compensation for the development of SLN courses will be equal to the number of contact hours of the course being developed.
 - b. Such compensation shall apply only when the adjunct faculty member is developing a course which will be carried on the SUNY Learning Network (SLN) for the first time or when the adjunct faculty member is substantially revising a course which has already been presented on the SLN by another faculty member (full-time or adjunct). The determination as to whether an existing SLN course is in need of substantial revision shall be made by the Vice President in consultation with the appropriate department chair prior to the assignment of the course to an adjunct faculty member.
 - c. In recognition of the difficulty involved in mastering the technology required for teaching an SLN course, the first time that an adjunct faculty member teaches an existing course, which is not in need of substantial revision and which was previously taught by a different faculty member, he or she will be compensated for the preparation of said course by a cash payment equivalent to one-third of the contact hours of the course taught.
 - d. Final assignment of SLN courses is made at the discretion of the Vice President, in consultation with the appropriate department chairs.
4. If an online course is cancelled the first time it is offered, the adjunct faculty member who has been paid for the course development will commit to offering the course for

each of the next three semesters or until the course has enough students to run, whichever comes first.

5. The College recognizes that an online course may require more instructional time than a classroom-based course, especially during the first semester in which the course is taught. Therefore, in the first semester in which the course is taught the number of students admitted to an SLN course will be limited to ten (10).
6. In subsequent semesters, the Vice President will confer with the course instructor and the appropriate department chair to establish the maximum number of students who will be admitted to each online course.
7. Enrollments in online courses shall not exceed the usual and customary numbers of students enrolled in similar courses taught in a traditional classroom setting on the College campus.
8. The adjunct faculty member who develops the online course will retain the copyrights to the outline, assignments, discussion questions, lecture notes, and other course materials, which items shall become the intellectual property of the faculty member. In recognition of the financial assistance provided by the College for the development of the course, the College shall have a royalty-free, unrestricted license, in perpetuity, which shall entitle the College to use, edit, and update said materials at no cost to the College. The College, however, may not sell said materials to a third party without the written consent of the adjunct faculty member. The adjunct faculty member shall hold the college and the county harmless for any claims of infringement by the adjunct faculty member in the development of the course, and the College and county shall make a good faith effort to assist the adjunct faculty member, as owner of the copyright to the course, in protecting that copyright against infringement by others.
9. The College agrees to provide adjunct faculty with the following support in the development and presentation of online learning courses:
 - a. The College will provide appropriate hardware and software to the adjunct faculty member during the development and presentation of online courses as needed by the individual.
 - b. The College will ensure that appropriate training is available.
10. This agreement shall apply to online course activity only and shall not be construed as setting a precedent for any other area of the academic program.

ARTICLE 23
LABOR RELATIONS COMMITTEE

A joint committee of College administration and FLCC-GRADE leadership will meet regularly to discuss issues such as, but not limited to: professional development, the assignment of desks and office space to adjunct faculty, mentors for new adjunct faculty, on-line/directory listing of adjunct faculty, and communications with adjunct faculty.

ARTICLE 24
PAST PRACTICES

Adjunct faculty benefits that have been established by past practice, specifically wages, hours and conditions of employment, which are not in conflict with this Agreement, and which are not specifically provided for in this Agreement, shall remain in effect until changed by written policy statement from the President of the College. Whenever such a policy statement is under active consideration by the President, the Employers shall meet and confer with the Union prior to the finalization of the policy. If the President decides to issue such policy statement, he/she shall state his/her reasons for any major policy change, and shall provide ten (10) days written notice to the Union in advance of the effective date of any such policy change.

ARTICLE 25
DURATION OF AGREEMENT

This Agreement shall take effect on September 1, 2010, and shall remain in full force and effect until August 31, 2013.

This Agreement is entered into this _____ day of _____, 2010, by and between Finger Lakes Community College (herein above referred to as, "the College") and the County of Ontario (herein above referred to as, "the County") and the FLCC -- Greater Rochester Adjuncts Dedicated to Education (herein above referred to as, "the Union").

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE

APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

In witness whereof, the Parties hereto have executed this Agreement this ____ day of _____, 2010.

COLLEGE:

President Barbara Risser,
Finger Lakes Community College

Date

COUNTY:

Theodore M. Fafinski, Chairman
Ontario County Board of Supervisors

Date

UNION:

Ellen Agnello
FLCC - GRADE President

Date