

AGREEMENT

EFFECTIVE: September 1, 2019

TERM: September 1, 2019 through August 31, 2024

BY AND BETWEEN

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AGREEMENT, made and entered into as of the 1<sup>st</sup> day of September 2019, by and between

THE BOARD OF TRUSTEES OF HUDSON VALLEY COMMUNITY COLLEGE

(hereinafter referred to as “Employer”)

and

THE CAPITAL DISTRICT EDUCATIONAL OPPORTUNITY CENTER

(hereinafter referred to collectively as “Center”)

CAPITAL DISTRICT EDUCATIONAL OPPORTUNITY CENTER ALLIANCE

(hereinafter referred to as “Alliance”).

Article I - Requirement of Legislative Action

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.

Article II - Savings Clause

This Agreement shall be interpreted in a manner consistent with the law; provided, however, that if any provision of this Agreement, and/or any application of the Agreement to any employee or group of employees shall be found contrary to the law, then such a provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and/or applications will continue in full force and effect.

Article III - Management Rights

Except as limited by specific and express terms of this Agreement, the Employer retains and reserves all rights, power, authority, duties and responsibilities

conferred and invested by law and the constitution of the State of New York and/or the United States, including the right to adopt rules, regulations, and policies.

#### Article IV - Non-Discriminatory Application

##### A. Equal Application

The employer and the Alliance agree that applicants for positions shall receive equal opportunity for employment and upon employment shall be treated equally regardless of race, color, age, religion, creed, gender, sexual orientation, national origin, disability, marital status, veteran status or political affiliation.

This policy relates to all actions related to, but not necessarily limited to recruitment, employment, upgrading, promotions, demotions, transfers, layoffs, terminations, training, and rates of pay and/or other forms of compensation.

##### B. Affirmative Action and Title IX

The Employer and the Alliance agree to support the provisions of the Hudson Valley Community College Affirmative Action and Title IX programs.

#### Article V - Past Practices

This Agreement supersedes all prior agreements and past practices relative to all matters herein contained. All past practices, duties, and responsibilities, if any, relative to matters not subject of this Agreement, affecting terms and conditions of employment shall remain in full force and effect.

#### Article VI - Recognition and Dues Deductions

##### A. Recognition

The Employer recognizes the Alliance as the exclusive representative of the employees in a unit including all teaching faculty in the employ of the Employer, with the academic rank of Assistant Instructor, Instructor, Assistant Professor, Associate Professor, and Professor, including adjunct and part-time instructional faculty (herein referred to as faculty), employees with the titles Educational Associate, Tutor, and consistent with PERB Decision Case No. CP-473, the Employer recognizes the Alliance as the exclusive representative of Center employees holding the title of Counselor or Assistant Counselor (herein referred to as counselor), and excluding all other Center employees for the purposes of

negotiating wages, hours, and terms and conditions of employment and in the settlement of grievances.

B. Dues Deduction

The Employer agrees to deduct from the salaries of the employees in the bargaining unit, year to year on a continuing basis, the dues pursuant to plans certified by the Alliance, as any member thereof shall individually and voluntarily authorize in writing on forms prescribed by the Alliance, and to remit the same promptly to such Alliance. Such authorization may be revoked by instrument, in writing, and the Employer will promptly notify the Alliance of the receipt of such revocation.

C. Agency Shop

Subject to the provisions of Section 208(3)(b) of the Public Employee's Fair Employment Act, the Center agrees to deduct from the pay of each employee who is a member of the bargaining unit, but who is not a member of the Alliance, an



B. Responsibilities

1. Faculty members are members of a learned profession, and as employees of an educational institution with the objective of serving the needs of its community, have definite professional obligations. Central to the concept of a faculty member's academic freedom is the co-requisite of academic responsibility. By signing an Agreement to serve on the faculty of the Educational Opportunity Center, the faculty members indicate their intention of devoting themselves earnestly to the teaching of students of



Faculty hired prior to September 1, 2008 shall have the value of sick day for health insurance premium at the time of retirement calculated on a work year of one-hundred seventy (170) days.

6. Full-time faculty will not be required to be in attendance when classes are not in session, except for professional staff meetings, student orientation programs, and preparation and submission of year

number of work days exclusive of accrued vacation time and the number of holidays as set forth in this contract.

9. Educational associates and tutors having a twelve month work year are appointed on a yearly basis, September 1 -August 31. Their work year shall be equal to the number of work days exclusive of accrued vacation time and the number of holidays as set forth in this contract.
10. All full-time bargaining unit members shall attend the Commencement and annual end of year student recognition ceremonies unless excused by the Center Director or his/her designee. All bargaining unit members whose work year has ended prior to the scheduled graduation or student recognition ceremony dates are excused from their obligation to attend graduation and/or student recognition.
11. Full-time faculty hired after September 1, 2016, may be assigned to an alternate work year with an obligation of 195 days over the period July 1 through June 30. Faculty assigned to this alternate work year will not be entitled to lump sum payments as described in Article XII (D). The Center will provide both the faculty member and the Alliance with a written calendar outlining the work days for faculty hired under this provision. For individuals initially hired under an alternate work year obligation, the Center may, at its discretion, elect to assign the individual to a work obligation that coincides with the provisions stated in section 1 above and will notify both the faculty member and the Alliance of such election. Such notice will be in writing thirty (30) days prior to any effective change.

B. Work Day

1. No classes at Center facilities will be scheduled to start before 8:00 a.m. or end after 11:00 p.m.
2. The work day of the faculty shall not be in excess of eight (8) consecutive hours within the hours of 8:00 a.m. to 11:00 p.m. Faculty schedules will not require eight (8) continuous hours of instruction.
3. The normal working day for full-time counselors, educational associates, and tutors is 8:00 am to 4:30 p.m. or 8:30 a.m. to 5:00 p.m., Monday through Friday, exclusive of a designated lunch period, for a total work week of thirty-seven and one-half (37 1/2) hours, except during that period when “summer hours” are in effect; during such period, the normal

associates, and tutors shall also include the time for meetings as defined in Article VIII I of this Agreement.

4. In order to fulfill his/her professional responsibilities, a counselor's, educational associate's, or tutor's professional responsibilities are not measured by the standard work day, and therefore, counselors, educational associates, and tutors should not feel constrained in the performance of their duties.
5. Additionally, it may be necessary to assign full-time counselors, educational associates, and tutors outside the time frame set forth in

allowance equivalent to the rate paid for mileage reimbursement by Hudson Valley Community College.

D. Teaching Schedules

1. The Center Director shall develop the master annual instructional schedule setting forth all courses to be offered along with their meeting times and locations. A copy of the master instructional schedule shall be made



mutually agreed upon time outside of the assigned teaching hours, to meet with Center staff for the conduct of business that would have occurred



4. When the Center is forced to close for a portion of a day or for an entire day, full-time counselors time off shall be recorded as Administrative Leave (AL); such leave is not charged against any leave category. However, should the Center remain closed for more than one day, or be designated to close for a specific period of time, longer than one day, full-time counselors, educational associates, and tutors not directed to work will have to charge the time not worked, at the option of the employee, to their annual personal leave allotment, to current or future vacation leave accruals or may take the time as leave without pay. Full-time counselors, educational associates, and tutors electing the latter option, leave without pay, will be taken off the payroll for the emergency closing period and, therefor, may file for unemployment compensation benefits. An employee, however, may not be paid for the same period of time by the Center and through unemployment compensation.
  
5. In the event that day classes are canceled because of inclement weather or other emergency, faculty members, counselors, educational associates, and tutors

additional vacation day to the counselor, educational associate, or tutor who is required to work on such a day.

3. The Center may designate an alternate holiday to Columbus Day and/or Washington's Birthday upon notice to the Alliance on or before September 1<sup>st</sup> of the year in which the holiday falls.

L. Job Descriptions

1. Job descriptions for counselors, educational associates, and tutors shall be as determined by the Center Director.
2. Job descriptions are to be reviewed annually with each counselor's immediate supervisor, in conjunction with the annual evaluation process and any proposed changes should be described on the evaluation report for consideration by the Center Director. In the event that an employee and the Center are in disagreement as to the duties and responsibilities set forth in the employee's job description, or proposed changes in the job

3. For full-time faculty hired for or after September 1, 2021, the Center may assign Distance Learning classes as part or all of the faculty members assigned teaching load.
4. Full-time faculty hired prior to September 1, 2021 shall be considered for assignment to distance learning on a voluntary basis. Assignment to distance learning courses is at management's discretion. Assignment to multiple teaching modalities will not be made to full-time faculty hired prior to September 1, 2021.
5. Faculty assigned to multiple learning modalities in a given day may request that the delivery of the remote portion of the assignment be provided from an on-site location. The C

10. Faculty will be compensated for course development, and first-time assignment as described in Appendix A (N).

O. Professional Development

1. All full-time bargaining unit members hired for or after September 1, 2011 will be required to complete ten (10) hours and all part-time bargaining unit members will be required to complete five (5) hours of approved professional development per year.
2. A joint committee of Alliance members and administration will be appointed annually by the Center Director to create a list of professional development opportunities. The committee will meet in March and April to discuss professional development ideas, review professional development activities and events, and formulate a written list for the upcoming year. The bargaining unit member will choose from the list professional development opportunities to accomplish the required professional development hours per year. Any substitutions are subject to the approval of the Center Director or designee.
3. The bargaining unit member will include his/her professional development activities for the upcoming year in the Professional Development Goals section of the annual performance appraisal.
4. All full-time bargaining unit members hired prior to September 1, 2011, upon mutual agreement between the employee and the Center, sha0 612 792 reW\*nBT/F1 12 7 development cannot be assigned.

Arr9 39ocle T(e)4xtbooks, Records, Supplies, and Materials

A. Selection of T(e)4xtbooks and T(e)4aching Materials

T(e)4xtbooks and ~~oth~~(e)4aching material sha0 612 792 rerG792lected by the faculty members involved in teaching a specific course, subject to the approval of their Program Coordinator/ Supervisor, Coordinator of Instructional Services and the Center Director. If available, textbooks will be distributed one (1) week prior to the beginning of a course.

B. Desk Copies of T(e)4xtbooks

If available, desk copies will be profd to the faculty not less than two (2) weeks before classes begin.

C. Ordering Supplies

Bargaining unit members ordering supplies shall comply with the requirements, limitations, and procedures established by the Center Director and set forth in the Capital District EOC Fiscal Procedures Handbook.

D. Submission of Records and Materials

Each bargaining unit member shall timely submit to the appropriate supervisor records and materials as required.

Article X - Professional Positions

A. Notice of Vacancies

To provide notice to bargaining unit members who desire to become applicants,

## Article XI - Appointments

### A. Full-Time Status

1. For counselors, educational associates, and tutors, full-time status is defined as an assignment of thirty-seven and one-half (37.5) hours per week. Assignments to less than these hours is considered part-time status.
2. Counselors, educational associates, and tutors having less than full-time position appointments who are regularly scheduled for twenty (20) or more



D. Tenure / Continuing Appointment

1. Bargaining unit members on probationary status whose appointments are renewed from year to year will be granted tenure (continuing appointment at the Center upon renewal of the appointment beyond their probationary period).
2. All bargaining unit members who are granted tenure (continuing appointment) shall hold their respective positions during good behavior and competent and efficient service.
3. Tenure (continuing appointments) shall remain in effect if and while a bargaining unit member assumes an administrative position or is employed under a grant.
- 4.



4. Bargaining unit members holding annual appointments whose appointments are to be renewed shall be advised, in writing, ninety (90) calendar days in advance of the expiration of the grant or contract which provides funding for their position(s). The non-renewal of a bargaining unit member holding an annual appointment shall not be subject to the grievance procedure hereunder.
5. Consistent with the employer's affirmative action plan, bargaining unit members holding annual appointments will be given priority consideration for appointments to vacancies in permanent positions which develop at the Center when such positions are compatible with the personal expertise and academic preparation of bargaining unit members employed under annual appointments.

## Article XII - Salaries

### A. Salaries – Appendix A

Salaries and other matters of economic concern shall be as set forth in Appendix A annexed and incorporated herein by this reference.

### B. Annual Salary Agreement

1. Bargaining unit members shall be provided with an annual Salary Agreement consistent herewith, setting forth his/her title or academic rank and salary.
2. Salary agreements are to be signed and returned by each bargaining unit member within thirty (30) faculty working days after receipt. Timely execution and return of the Salary Agreement shall constitute acceptance and acquiescence of the terms and provisions thereof by the bargaining unit member; failure to do so shall constitute a resignation.

### C. Salary Installments

1. The salary of each full-time faculty member shown on his/her salary agreement shall be paid on a bi-weekly basis in twenty-six (26) or twenty-seven (27) approximately equal installments, depending on the number of pay periods in the fiscal year.
2. Each full-time counselor will be paid on a bi-weekly basis an amount based upon the daily rate determined using the number of work days between September 1 and August 31 and the salary shown on his/her annual salary agreement.

D. Lump Sum Payments

Upon one (1) month's written request by a full-time faculty member:

1. For full-time faculty with a work year of one-hundred (170) days, all salary payments for pay periods subsequent to their last work day of the work year may be payable on the first pay period immediately subsequent to their last work day of the work year except as may be otherwise approved by the Center Director. For full-time faculty with a work year of one-hundred ninety-five (195) days, all salary payments for pay periods subsequent to June 30 may be payable on the first pay period immediately subsequent to June 30 except as may be otherwise approved by the Center Director. Eligibility to receive such salary payments requires the completion and submission of all required reports and records related to the faculty member's responsibility at the Center.
2. The Center, subject to New York State audit regulations, will make appropriate arrangements to forward members' salary checks by mail. A request to forward checks by mail shall be irrevocable for the balance of the Employer's fiscal year.

Article XIII -

E. Student Feedback

1. For all Alliance members employed for or after September 1, 2015, the Center may seek student feedback of said bargaining unit members.
2. The student feedback form will be developed by the employer in consultation with the Alliance.
3. Bargaining unit members shall be provided with a summary of student feedback and an opportunity to discuss the information received. Such summary feedback may be provided in conjunction with the annual evaluation process or at other times based on Center or employee interest and need. Subsequent to such discussions, the bargaining unit member shall be accorded a period of five (5) days to submit any written response to the feedback information presented. Following the five (5) day response period, a copy of the summary student feedback report also with bargaining unit members

bargaining unit member holding a temporary or annual appointment shall not be subject to the grievance procedure provided herein.

2. Dismissal (other than non



Counselors with a ten (10) month appointment  
.....ninety-three and three-quarter (93.75) hours

Faculty with a work year of one-hundred ninety-five (195) days  
..... seventy (70) hours.

2. In no event shall a bargaining unit member's sick leave accruals exceed the following:

Faculty.....eight hundred sixty-five (865) hours.

Counselors, educational associates, and tutors .....  
one thousand two hundred ninety-seven and one-half (1297.5) hours.

If during a bargaining unit member's last year of employment he/she is prevented from receiving the full credit for accumulated sick leave because of the limits noted above, the last year's unaccredited number of sick leave days may be used to restore, to the accumulated sick leave, any sick leave used in the last year of employment.

3. After a faculty member has exhausted all sick and personal leave, his/her salary shall be suspended, unless coverage of his/her classes is provided on a voluntary basis by a qualified member or members of the faculty, approved by the absent faculty member's Program Coordinator/Supervisor and the Center Director.
4. Faculty members shall notify the appropriate supervisor through a manner in which the Center designates of his/her absence due to illness as soon as possible but no later than two (2) hours prior to the commencement of his/her class. A counselor, educational associate, or tutor shall notify his/her supervisor by one-half (1/2) hour prior to the commencement of the work day. In the event that due to unforeseen circumstances, the faculty member, counselor, educational associate, or tutor is unable to provide such notification, the faculty member, counselor, educational associate, or tutor shall provide such notification as soon as possible and shall provide an oral explanation of the reason why he/she was unable to provide timely notification.
5. Sick leave validation may be requested in the form of a physician's certificate.

7. Upon retirement, the dollar value of a bargaining unit member's accumulated sick leave will be credited to an account for the bargaining unit member for the purpose of payment of health insurance premiums during the retirement of said bargaining unit member. To be eligible for this benefit, retiring bargaining unit members must be eligible to receive retirement benefits in the appropriate retirement system and have completed a minimum of five (5) years of employment with the

emergency exists wherein the bargaining unit member will make every effort to contact his/her immediate supervisor as soon as possible.

2. A bargaining unit member is not required to provide a reason for taking personal leave.
3. Subject to the provisions of Section A-2 of this article, personal leave not used during the appointment year will be credited to sick leave at year's end.
4. It is not the policy of the Center to make payments at the time of resignation for any unused personal leave time.

D. Sabbatical Leave

Sabbatical leaves of absence will be granted to full-time bargaining unit members in accordance with the following provisions:

- 1.



five (5) faculty working days after the final submission date. The Center Director will forward all applications to the Sabbatical Leave Committee.

5. As part of the application for sabbatical leave, the applicant shall clearly indicate the purpose of the leave and, if the leave is for study, the name of the institution and the identity of the study and courses to be pursued and their relationship to the applicant's professional position. Applications for leave for travel or educational experience (limited to one [1] semester) shall state their specific educational objectives in direct relation to the applicant's field of endeavor.
6. The sabbatical leave recipients and the terms of their leaves shall be determined by a Committee composed of three (3) elected representatives of tenured bargaining unit members and two (2) representatives of the Center's administration. Committee determinations must be approved by the President of the College and by the Board of Trustees.
7. Sabbatical leave recipients remain employees of the Center and their salaries shall be subject to the normal deductions for social security

to meet with the representatives of the Committee to review the Committee's determination on his/her application and the reasons therefor.

11. The determination of the Sabbatical Leave Committee shall be grievable only as follows:
  - (a) The aggrieved shall have the burden of proof in all cases.
  - (b) The sole grounds for a grievance will be that the actions of the Committee were arbitrary or capricious.
  - (c) Grievances will be submitted at the second stage within five (5) faculty working days following the receipt of the Committee's determination.

E. Jury and Court Appearances

1. Jury Duty. Any member of the bargaining unit scheduled for jury duty shall be excused from class attendance and other duties for such jury service which conflicts with his/her professional responsibilities without loss of ~~plow~~ ~~plow~~:

G. Leaves of Absence (Unpaid Leaves/Child Care Leave)

1. Unpaid leaves of from thirty (30) days to one (1) year may be granted bargaining unit members at the discretion of the Employer upon application made in advance of the effective date of the leave.
2. Where the purposes for the leave are for advanced study, exchange teaching, or other activity, in each instance related to the bargaining unit member's field or professional duties, or which otherwise ensure to the



rate through the final date of employment for all accrued vacation time to a maximum of three hundred (300) hours.

Article XVII - Insurance

A. Health Care Coverage

1. For the term of this Agreement, the Center will continue to make available to all full-time bargaining unit members and their eligible dependents, coverage as congruent as possible to the group indemnity, Blue Shield NENY Traditional Blue 908 and HMOs Capital District Physicians Health Plan CDPHP:Avid Care \$25 and MVP Health Plan NY Co-Plan 15 Plus (the primary plans) as existed under the benefit program offered immediately prior to the execution of this agreement. For participants in Blue Shield NENY,









which are constructed in accordance with all applicable building codes and adequately heated, lighted, and maintained.

B. Unsafe Conditions







IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in the manner following:

HUDSON VALLEY COMMUNITY  
COLLEGE

CAPITAL DISTRICT  
EDUCATIONAL OPPORTUNITY  
CENTER ALLIANCE

By: \_\_\_\_\_  
Chairman, Board of Trustees

By: \_\_\_\_\_  
President, Capital District  
Educational Opportunity Center  
Alliance

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
President, Hudson Valley Community College

Date: \_\_\_\_\_

Appendix A - Salaries

A. Base Salary Faculty

The minimum annual base salary for full-time instructors hired for or after September 1<sup>st</sup> shall be:

Vocational Faculty,  
2019 – \$50,000  
2020 - \$51,000  
2021 – \$51,000  
2022 – \$52,000  
2023 – \$52,000

All other instructors

2019 – \$48,000  
2020 - \$49,000  
2021 – \$49,000  
2022 - \$50,000  
2023 – \$50,000

NOTE: for any FT Alliance Faculty member employed as of 9/1/2015 who has a base salary of less than \$48,000 base salary will be adjusted to \$48,000.

B. Base Salary Increases

Each returning full-

the employee would suffer no loss and would be hired at a rate no less than what was earned in the prior year. Beginning with third consecutive full-time temporary appointment, bargaining unit members hired in a full-time temporary capacity will receive the contractual increase provided for in Appendix A (B). At point of hire of a temporary faculty member, the Center will advise the individual that he/she will not be entitled to a percentage increase in the subsequent academic year whether the status in that subsequent academic year is temporary or probationary.

C. Minimum Salary Counselors

The minimum annual base salary for full-time counselors shall be.

2019	\$45,000
2020	\$46,000
2021	\$46,000
2022	\$47,000
2023	\$47,000

Any full-time counselor employed as of August 31, 2015 that does not receive a salary of \$47,000

2020	\$42.00
2021	\$42.00 plus \$600 lump sum
2022	\$43.00
2023	\$44.00

Part-time faculty appearing for a class for which no students attend will wait for one (1) hour for students to arrive before leaving the facility. Such faculty will be compensated for one (1) hour of employment.

2. Compensation rates for part-



2022 – \$28

2023 – \$28

4. Part-time bargaining unit members shall be required to attend mandatory training sessions as may be required for the Employer by federal, state or local statute or regulations and shall not be compensated for such attendance. Such bargaining unit members shall be required to attend other meetings and/or training sessions as may be designated by the Center

A satisfactory evaluation results when 75% or more of the evaluative measures are listed as “meets standard.”

- All evaluations will have two categories of measurement for individual items evaluated needs improvement and meets standard
- Evaluation forms will still continue to have narrative portions but these sections will have a summary statement of “needs improvement” or “meets standards” (eg. goals, professional development, etc.)
- In the summary statement and overall evaluation portion of the document only the words “unsatisfactory” or “satisfactory” will be listed as overall evaluation summaries.
- The overall evaluation summary of “unsatisfactory” or “satisfactory” will also be listed on the front page of the evaluation document.
- If an unsatisfactory performance appraisal is given then management must complete a corrective action plan in consultation with the employee provide however, the details of the plan shall be as fixed by the employer in its discretion. A copy of the plan shall be attached to evaluation form. The plan will outline the steps that need to be taken by the employee in order to move the next evaluation from unsatisfactory to satisfactory.

H. Evening On-Load Assignment

For on-load course assignments scheduled to end after 6:00 p.m., full-time faculty members assigned thereto shall receive a premium of \$100.00 per contact hour for each one-

21-30 Years, Inclusive	Forty Percent (40%)
Over 30 Years of Service	Thirty Percent (30%)

2. Bargaining unit members not eligible for retirement who have twenty-five (25) years of consecutive full-time service with the Center, upon leaving the employ of the Center are eligible for the benefit described in I. 1. above.
3. In the event a bargaining unit member dies prior to retirement, the cash value of fifty percent (50%) of the deceased faculty member's sick leave accruals on the date of his/her death will be paid to the estate of the deceased faculty member.

J. Salary Determination

1. Initial salaries for counselors,

## 2. Course development

- a. Compensation for course development will be provided only when:
  - 1) the Center has designated that a learning/course management system is to be utilized to deliver instruction; or
  - 2) it is the first time the course is developed by the faculty member utilizing the learning/course management system; or
  - 3) the faculty member has not taught the course within the last four (4) years
- b. Compensation for course development will be provided to:
  - 1) Any part-time faculty member
  - 2) Any full-time faculty member hired for or after September 1, 2021.
  - 3) Any full-time faculty hired prior to September 1, 2021 who voluntarily requests to undertake such development subject to the approval of the Center.
- c. Faculty may request assignment to development of distance learning courses. The Center may assign development of distance learning courses to faculty. Assignment of distance learning course development at the discretion of the Center and is grievable up to stage 2 and not subject to arbitration.
- d. The designation of courses for which distance learning course development will be made is at the sole direction of the Center.
- e. Distance learning course development will occur within the time frame prescribed by the Center and to the satisfaction of the Center. The parameters of course development expectations will be articulated via a course development checklist created by the Center prior to the assignment of course development. The expectations will be reviewed and discussed with the faculty member prior to assignment.
- f. Distance learning course development materials created will be the sole property of the Center.
- g. The Center will provide \$1000 in course development compensation for courses developed for which the learning/course management system is expected to support the instruction and will provide \$2500 in course development compensation for courses for which the learning/course management system provides the primary structure for the delivery of the instruction. The determination of whether the learning/course management system is expected to support or serve as the primary method of instruction is at the sole discretion of the Center and is grievable up to stage 2 and not subject to arbitration.

3.

## Appendix B - Grievance Procedure

- A. A grievance is a claim by any party hereto, a bargaining unit member or group of bargaining unit members in the negotiating unit, based upon interpretation or application of this Agreement.
- B. All grievances shall be in writing and include the name and position of the aggrieved party, a brief statement of the nature of the grievance, and the redress sought by the aggrieved party.
- C. Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons therefor. Each decision shall be promptly transmitted to the aggrieved party, the party hereto, and, if any, all parties in interest (any person or party named in the grievance who is not the aggrieved party).
- D. A grievance having Center-wide implications may be submitted by the Alliance directly at Stage 2 described below.
- E. The preparation and processing of grievances shall be conducted at a time affording all interested parties a reasonable opportunity to attend; employees who are required to be present during working hours shall be excused from duty without loss of pay. Reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
- F. All parties agree to facilitate an

- I. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- J. Nothing contained herein will be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted, provided that except at Stage 1 (a) the Alliance shall be promptly informed of the details of such adjustment. Any grievance that is adjusted without formal determination, pursuant to this procedure, while binding upon the aggrieved party and in all respects final, shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.
- K. Every person has the right to bring a grievance and has the right to be represented by a representative of his/her own choice, provided, however, that any grievance finally determined without participation of the Alliance, while binding on the aggrieved party and in all respects final, shall not create a precedent or ruling binding either of the parties to this agreement in future proceedings.
- L. The Alliance shall be entitled to at least five (5) faculty working days advance notice of all hearings on grievances in which the aggrieved party is not represented by the Alliance and may participate therein.
- M. In any and all cases where the aggrieved party is not represented at any stage of the grievance procedure by the Alliance, the Alliance may appeal the decision in

would have been allotted for the appeal had the decision been communicated by the final day.

- S. In the event a grievance is filed on or after April 1, upon the request of or on



Stage 3: Binding Arbitration

- a. If the Alliance is not satisfied with the decision at the conclusion of Stage 2, the Alliance may submit the matter to arbitration by written submission to the American Arbitration Association, with a copy to the President within five (5) faculty working days of receipt of the decision at Stage 2. The parties will be bound by the Voluntary Arbitration Rules and Procedures of the American Arbitration Association.
- b. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reason, and conclusions on the issues.
- c. The arbitrator shall not have the power or authority to alter, amend, or change the terms and provisions hereof, or to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement.
- d. The decision of the arbitrator shall be final and binding upon all parties.
- e. The cost for the services of the arbitrator, including expenses, if any, will be borne equally by the parties.

4. Accelerated Arbitration.

- a. A bargaining unit member holding continuing appointment whose services are terminated by non-renewal or dismissal may submit the matter of his/her personal and professional conduct to arbitration within 45 days of the date of termination.



Appendix C – Cost of Insurance Clarifying Language

*(Language removed with 2019-2024 agreement.)*

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