

This Agreement is effective June 1, 2011 (this “Agreement”) between Utica College (the “College”) and the Utica College Chapter of the American Association of University Professors (“AAUP-UC” and, together with the College, sometimes referred to herein as a “party” and collectively as the “parties”).

1. PURPOSE AND INTENT

- 1.1 The purpose of this Agreement is to promote harmonious relationships between bargaining unit members and the administration of the College, to improve the quality of education and to maintain the high standards of excellence at the College, and is the sole and exclusive embodiment of all agreements between the College and the AAUP-UC covering wages, benefits and terms and conditions of employment.
- 1.2 The parties wish to set forth their respective rights and responsibilities under this Agreement with the common goal of creating and sustaining an atmosphere of collegial pursuit of excellence in education through delivery of the highest quality of service and maintenance of professional standards of education.

2. RECOGNITION

- 2.1 The College recognizes the AAUP-UC as the sole bargaining agent for the purpose of collective bargaining in respect to terms and conditions of employment and rates of pay for the bargaining unit as described below:

All full-time tenured and tenure-track faculty members, including full-time non-tenured faculty members employed under terminal contracts; academic program directors, coordinators, and department chairs in their capacity as full-time faculty; Librarians I, II, and III (“librarians”); and all Higher Education Opportunity Program personnel (“HEOP Personnel”). For purposes of this Article and coverage under this Agreement, full-time means, in the case of librarians and HEOP personnel, an individual who works 37.5 or more hours per week; but excluding all part-time and adjunct faculty members, visiting and exchange faculty and librarians; non-professional employees; full-time administrative personnel; coordinators of clinical, field work, or internship education who are not full-time ranked faculty members; Deans; Associate Deans; Area Heads; Vice Presidents; Assistant Vice Presidents; Provost; Associate Provost; Director of HEOP; and all guards and supervisors as defined by the National Labor Relations Act; and all other employees.

3. MANAGEMENT RIGHTS

- 3.1 Except as hereinafter specifically provided, the operation and administration of the College including, but not limited to, the right to make reasonable rules and regulations subject to the other provisions of this Agreement pertaining thereto, shall be fully vested in its Board, the President, as the chief administrative officer of the College, and their designated representatives. Except as hereinafter specifically provided, nothing herein stated shall be construed as a delegation or waiver of any powers or duties vested in the Board or in any administrator by virtue of any provision of the laws of the State of New York or the Charter and By-Laws of the College.

4. PRECEDENCE OF APPLICABLE LAWS AND REGULATIONS/SEVERABILITY

- 4.1 In the event that any provision of this Agreement, in whole or in part, is declared to be illegal, void or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement, and in such event the remainder of this Agreement shall continue to be binding upon the parties.

5. NON-DISCRIMINATION

- 5.1 The College and the AAUP-UC, to the extent of their respective authority and responsibility, agree not to discriminate against any employee or applicant for employment because of race, creed, color, age, national origin, gender, sexual orientation, disability, veteran status, marital status, transgender, lawful political activity (assuming such activity or affiliation does not conflict or interfere with performance of College duties or jeopardize the College's tax-exempt status), membership or activity in the AAUP-UC, or any other status protected by applicable law.

6. ACADEMIC FREEDOM

- 6.1 In furtherance of the purpose of this Agreement, the parties agree to adhere to the following principles of academic freedom and responsibility. Academic freedom is the freedom to teach, both in and outside of the classroom, to conduct research and other scholarly or creative activities, and to publish or otherwise disseminate the results. Bargaining unit members have the freedom to address the larger community with regard to any social, political, economic, or other interest, subject to College By-Laws, regulation and policy, and further to the adequate performance of academic and other job duties. Academic responsibility means the faithful performance of professional duties and obligations, the recognition of the demands of the scholarly enterprise, and the candor to make it clear that, when one is speaking as a citizen on a matter of public interest, one is not speaking for the institution.

7. GOVERNANCE

7.1 Faculty Senate Committees

Academic governance shall vest in the Faculty Senate, as constituted in its by-laws as now or hereafter in effect. Accordingly, the College recognizes the right of the faculty to exercise that governance through the Faculty Senate, which shall include, but not be limited to, the following committees as constituted in the by-laws of the Faculty Senate and with authority to make recommendations to the President either directly or through the Faculty Senate or the Provost as specified in its by-laws:

- The Academic Standards Committee shall review and recommend on matters related to academic standards, including but not limited to, academic credit, grading, and academic standing of students. The Faculty Senate may establish a separate committee to review and recommend on matters related to graduate academic standards, including but not limited to, academic credit, grading, and academic standing of students.

- The Curriculum Committee shall consider and make recommendations regarding matters related to the curriculum of the College.
- The Faculty Affairs Committee (“FAC”) shall consider and recommend to the Provost and the President on matters related to appointment, promotion, tenure, and emeritus status of faculty members and librarians.
- The Faculty Resources Committee (“FRC”) shall consider and recommend to the Provost on matters relating to faculty resources and professional development, including but not limited to College grants, awards and sabbaticals.
- The Professional Development Committee (“PDC”) shall review tenured faculty members periodically and make formative recommendations to reviewed members and the Provost.

The parties shall consult regarding the impact of any proposed dissolution of the Faculty Senate and meet and negotiate regarding the duties and responsibilities of the Committees of the Faculty Senate and the impact of such dissolution upon the terms and conditions of employment of bargaining unit members.

.2 Other Committees

Executive Committee

The AAUP-UC Executive Committee, consisting of the members of the AAUP-UC Governing Board as elected and/or appointed by the AAUP-UC membership, shall consider and develop proposals with respect to the academic and student programs of the College that are not subject to recommendation from any committee identified in Section 7.1. The Executive Committee may report its deliberations and recommendations directly to the President of the College or through any appropriate representative body or person. Nothing in this Agreement shall preclude the recommendation or deliberation of committees not specified in this Agreement from presenting their findings to the President. Members of the Executive Committee may serve on one other standing committee, except that the Grievance Officer may not serve on the FAC.

Hearing Committee

The Hearing Committee, consisting of five bargaining unit members as determined by the AAUP-UC, shall, upon the written request of the affected bargaining unit member to the Chair of the Hearing Committee, review any case in which (1) such member alleges a violation of academic freedom regarding such member, (2) such member alleges that the procedures for renewal or non-renewal of appointment, tenure, or promotion employed by the FAC, the Provost or the President of the College were inconsistent with the provisions of this Agreement, (3) such member alleges that the procedures for recommendation of sabbaticals by the FRC were inconsistent with the provisions of this Agreement, or (4) such member, if tenured or having continuous appointment, wishes to appeal his or her dismissal for adequate cause as provided in Section 11.1 of this Agreement. In the case of alleged procedural inconsistencies as provided in clauses (2) or (3) of the immediately preceding sentence, the Hearing Committee shall not consider the merits of the matter but shall consider only whether or not there was a violation of procedure. If the Hearing Committee determines that a substantiated and documented procedural violation has occurred, it shall remand the case for reconsideration by the appropriate committee or person in a timely manner. Any member of the Hearing Committee who has a bias or interest concerning a case before the Hearing Committee, as determined by the AAUP Executive Committee, shall be deemed disqualified and shall be removed from the Hearing Committee for the period of consideration of the case. In such an event, the Executive Committee shall appoint a temporary substitute.

- 7.3 The Provost shall consult AAUP-UC faculty members from time to time, through direct, group or committee meetings, as determined in his or her sole discretion, on matters affecting curriculum and staffing in their respective disciplines.

8. FACULTY

8.1 Appointments and Reassignments

Requests for new faculty member positions or replacements for vacant faculty member positions may be submitted to the Provost by School Deans, Area Heads, department chairs, program directors, coordinators or faculty members within the discipline in which the position is sought. The request shall be in writing and contain justification for the position as well as the academic qualifications required for the position. The approval of the Provost and the President is required for all appointments. Notwithstanding the foregoing, the President may also initiate a search for a new faculty member position or for a replacement for a vacant faculty member position.

An individual faculty member may teach a course for which he or she is qualified in another School with the prior concurrence of both School Deans and the approval of the Provost.

If a faculty member's request for reassignment to a different School is approved by the Provost after consultation with the affected Schools, the faculty member's promotion and tenure recommendations shall be made by the tenured faculty of the School to which the faculty member has been reassigned, provided such faculty first receives written input from the Provost and the tenured faculty of the School from which the faculty member has been reassigned.

Up to a maximum of three (3) years full-time teaching service at another college or university or at Utica College for a faculty member originally hired on a full-time terminal contract may be credited to that member. The exact number of years credited shall be negotiated between the new faculty member and the Dean of the relevant School at the time of the appointment and finalized by the end of the new faculty member's first semester of teaching. In the event that the School Dean and the new faculty member cannot reach an agreement, the Provost shall make a final and binding decision.

8.2 Renewal of Appointments

The recommendation to the Provost and the President to renew or not to renew an appointment in the first three (3) years of a faculty member's service at the College is the prerogative of his or her School Dean after consultation with the tenured faculty of that School in a meeting called for that purpose. The recommendation is subject to the approval of the Provost and the President. In cases where non-renewal is recommended, the affected faculty member shall have the right to present his or her case in person to the Provost and the President if he or she has provided in writing to the appropriate offices, no later than ten (10) working days after notification of non-renewal of appointment, notice of his or her intention to appeal the recommendation. The affected faculty member shall have the right to request the assistance of another bargaining unit member in presenting his or her case to the Provost and the President.

Notice of non-reappointment or of intention not to recommend reappointment shall be given in writing in accordance with the following time frames: (1) not later than March 1 of the first year of service, if the appointment expires at the end of that fiscal year; (2) not later than December 15 of the second year of service, if the appointment expires at the end of that fiscal year; or (3) at least twelve months before the expiration of an appointment after two or more years of service.

A faculty member in his or her fourth or fifth year of service whose renewal of appointment is not recommended may, upon his or her request, have the matter considered by the FAC if so requested in writing within ten (10) working days of notification of non-renewal of appointment. A faculty member electing to accept two or three years credited service, as the case may be, upon appointment shall have waived the right to an FAC review of a negative decision for renewal in the fourth or fifth year, respectively, of credited service. The President's decision is final and binding and not subject to appeal to the Board of Trustees.

8.3 Tenure

Tenure is the grant of a continuing appointment at the College to a tenure-track faculty member who has served a probationary period and has met the criteria outlined in this Section. Tenure may only be terminated for adequate cause or Retrenchment, as such terms are defined below in Sections 11 and 15, respectively.

The maximum probationary period for tenure shall be seven continuous years of full-time service, excluding authorized leave and including any sabbaticals. Faculty service means service in the evaluation categories of tenure. Notice should be given at least one year prior to the expiration of the probationary period if the faculty member is not to be continued in service after the expiration of that period. Leaves of absence are not normally considered as periods of service in rank. However, if faculty have received leaves under conditions they feel should afford them consideration of time in rank credit based on the academic merit of the particular experience associated with the leave, they

may apply to the FAC for its approval of such credit prior to the commencement of the leave. The FAC will forward its recommendation to the Provost and President for their approval. The decision of the Provost and President is final and not subject to appeal. The probationary period shall afford a faculty member time to prove himself or herself and afford his or her colleagues time to observe and evaluate the candidates on the basis of performance in their position rather than only on the basis of prior experience, education, training, and recommendations.

A faculty member who was not granted time in rank credit prior to beginning a leave based on the academic merit of his or her leave experience may not request that it be granted retroactively. A candidate having been granted time in rank credit based on the academic merit of his or her leave experience shall be bound by the original decision of the Provost unless demonstrable extenuating circumstances intervene during the period of the leave preventing performance of his or her intended leave experience. Requests for such consideration must be made to the FAC as soon as practicable. The FAC shall forward its recommendation to the Provost and President for their approval. The decision of the President shall be final and binding and not subject to appeal.

8.4 Procedures for Tenure

A faculty member under consideration for tenure shall follow the steps delineated in the “Candidate Responsibilities” section of the document titled “Procedures for the Consideration of Faculty for Tenure” as from time to time in effect. The appropriate School Dean will make the above-mentioned document available to such faculty member in accordance with the procedure outlined by the FAC and shall also be available to such faculty member to discuss particular program or plan requirements, materials or other items that such faculty member is considering including as part of his or her record for potential tenure consideration. To facilitate its deliberations, the FAC shall receive recommendations from the faculty member’s School Dean, who may appear before such Committee, and from the tenured faculty of such faculty member’s School, relevant materials submitted by the faculty member, and any other materials deemed necessary by the FAC.

The FAC shall recommend to the Provost that tenure be granted or denied. In the event of an irreconcilable disagreement, the recommendations of the FAC and the Provost shall be forwarded to the President for his or her consideration. The decision to grant tenure shall ultimately be the prerogative of the President and the Board of Trustees of the College. A faculty member shall be notified in writing by the Provost of the grant or denial of tenure.

8.5 Criteria for Tenure

The criteria for tenure shall include the expected accomplishments listed in the evaluation categories in this Section. In addition, the faculty member is expected to have the appropriate educational background, which in most cases would be the terminal degree in his or her field. However, in special circumstances a faculty member without such a degree may be considered for tenure. In addition, specific needs of the faculty member’s School including, but not limited to, balance and future plans concerning the direction of the School and the College, shall also be used in making the tenure decision.

Evaluation categories shall be as follows:

Teaching The faculty member should show excellence and active interest in teaching. In addition to evaluating class performance, the FAC shall consider, among other things, the faculty member's activities as an academic advisor and work done with students outside the classroom, student surveys and evaluation by colleagues in judging teaching performance, innovation of courses and programs, and improvement of existing courses. The FAC may weigh these criteria as it sees fit on a case-by-case basis.

Professional Accomplishment The faculty member should show clear evidence of creative and professional accomplishment in his or her field. Scholarly publication shall be one of several possible measures of professional accomplishment. The FAC shall consider other appropriate creative activity in the faculty member's field.

Service The faculty member should show clear evidence of meritorious service to the teaching profession, the College, and the community at large. Service in the AAUP-UC and participation in admissions events shall each be recognized as one form of such service.

8.6 Promotion

A faculty member under consideration for promotion shall follow the steps delineated in the "Candidate Responsibilities" section of the document entitled "Procedures for the Consideration of Faculty for Promotion" as from time to time in effect. The appropriate School Dean shall make the above-mentioned document available to such faculty member in accordance with the procedure outlined by the FAC.

The School Dean shall request a current Summary of Professional Activities from the faculty member, which the School Dean shall review prior to submitting it to the FAC. The School Dean shall call a meeting of the tenured members of the faculty of the School to discuss the qualifications of the candidate who has chosen to be considered for promotion. The vote and recommendations of the tenured members of the School shall be forwarded to the FAC. The School Dean shall also submit his or her recommendation to the FAC.

The FAC shall recommend to the Provost that a promotion be granted or denied. In the event of an irreconcilable disagreement, the recommendations of the FAC and the Provost shall be forwarded to the President for his or her consideration. The decision to grant promotion shall ultimately be the prerogative of the President and the Board of Trustees of the College. A faculty member shall be notified in writing by the Provost of the award or denial of promotion.

8.7 Procedures for Promotion

Although the terminal degree is normally considered essential, lack of such a degree shall not preclude a faculty member from consideration for promotion provided that he or she has the other prerequisites listed below.

To be considered for promotion:

- From Instructor to Assistant Professor, faculty members must be serving in no less than the second year of their instructorship
- From Assistant Professor to Associate Professor, faculty members must be serving in no less than the fourth year of their assistant professorship
- From Associate Professor to Professor, faculty members must be serving in no less than the fifth year of their associate professorship

Variations from these minimum service requirements shall be considered only in cases of exceptional performance with regard to the stated criteria for promotion, and require recommendations from the School Dean and the tenured faculty of the faculty member's School to the FAC, which shall vote whether or not to consider such a promotion.

A faculty member shall not be entitled to promotion merely because of length of service. A record of accomplishment, and not time in rank, shall be the essential criterion.

Leaves of absence are not normally considered as periods of service in rank. However, if faculty members have received leaves under conditions they feel should afford them consideration of time in rank credit based on the academic merit of the particular experience associated with the leave, they may seek approval from the FAC for such credit prior to commencement of the leave. The FAC shall forward its recommendation to the Provost and President for their approval. The decision of the Provost and President shall be final and binding and not subject to appeal.

A faculty member who was not granted time in rank credit prior to beginning a leave based on the academic merit of his or her leave experience may not request that it be granted retroactively. A candidate having been granted time in rank credit based on the academic merit of his or her leave experience shall be bound by the original decision of the Provost unless demonstrable extenuating circumstances intervene during the period of the leave preventing performance of his or her intended leave experience. Requests for such consideration must be made to the FAC as soon as practicable. The FAC shall forward its recommendation to the Provost and President for their approval. The decision of the President shall be final and binding and not subject to appeal.

Exchange teaching, approved by the Provost and the President shall be granted time in rank service.

Leave credit may not exceed one (1) year.

8.8 Criteria for Promotion

Teaching The faculty member should show excellence and active interest in teaching. In addition to evaluating class performance, the FAC shall consider, among other things, the faculty member's activities as an academic advisor and work done with students outside the classroom, student surveys and evaluation by colleagues in judging teaching performance, evidence of creative teaching, innovation of courses and programs, and improvement of existing courses. The FAC may weigh these criteria as it sees fit on a case-by-case basis.

Professional

- Accomplishment The faculty member should show clear evidence of creative and professional accomplishment in his or her field. Scholarly publication shall be one of several possible measures of professional accomplishment. The FAC shall consider other appropriate creative activity in the faculty member's field.
- Service A faculty member should show clear evidence of meritorious service to the teaching profession, the College, and the community at large. Service in the AAUP-UC and participation in admissions events shall each be recognized as one form of such service.
- Leadership For promotion to Professor, the faculty member should have demonstrated one or more forms of leadership, which may be manifested through, for example, achieving distinction or prominence among his or her immediate colleagues or demonstrating initiative among peers at other institutions or within organizations in his or her field of teaching or research.

8.9 Procedures for Reconsideration and Appeal

Faculty members not receiving positive recommendations from the FAC or the Provost for reappointment in the fourth or fifth year of service, for tenure, or for promotion shall have the right to request reconsideration by the FAC, other than for appeals pertaining to procedure, which shall be governed by Section 7.2 of this Agreement. The request for reconsideration shall be made in writing and forwarded to the Provost and the Chair pro tempore of the FAC within ten (10) working days of the receipt of written notification of the negative recommendation. The burden of proof rests with the faculty member, who shall have the right to present his or her case with the assistance of a bargaining unit member of his or her choosing. The reconsideration shall commence within fourteen (14) working days after receipt of the written request for reconsideration.

A faculty member who is not satisfied with the results of his or her reconsideration shall have the right, with the assistance of a bargaining unit member of his or her own choosing, to present objections to the President. In the event the President is unable to render a final decision for any reason, the President shall designate a person to act in his or her place and the decision of the President or his or her designee shall be final and binding and not subject to appeal to the Board of Trustees.

Matters involving tenure, promotion, and reappointment are not subject to the grievance procedures outlined in Section 16, unless they pertain to procedural irregularities.

8.10 Disciplinary Procedures

Disciplinary procedures up to but not including dismissal are set forth in Article 11.

Dismissal of faculty members with continuous tenure or of faculty members with probationary appointment before the end of the specified term may occur for adequate cause, which shall include but not be limited to, repeated disregard or dereliction of duties and College policies, incompetence, moral turpitude, failure to submit to the required periodic post-tenure review by the PDC, actions which cause the College significant and demonstrable reputational harm or actions which knowingly disrupt the educational processes and functions of the College. Dismissal will not be used to restrain faculty members in the exercise of academic freedom or their constitutional rights. The burden of demonstrating adequate cause shall be borne by the College.

Dismissal of a faculty member for adequate cause will be preceded by:

- A statement of reasons, framed with particularity, by the appropriate College administrative official;
- Discussions between the faculty member and appropriate College administrative officials looking toward a mutual settlement;
- At the request of the affected faculty member, an informal inquiry by the FAC which may, failing to effect a settlement, determine whether in its opinion dismissal proceedings should be undertaken, without its opinion being binding upon the President;
- A statement of reasons, framed with particularity, by the President.

During the preliminary proceedings or any ensuing formal proceedings, the faculty member may be suspended, or assigned to other duties in lieu of suspension. The College may suspend such faculty member with or without pay. During suspension, health insurance and life insurance shall continue and the College shall continue to pay its customary portion of the expense of these benefits. If the suspension is without pay and the dismissal is not upheld as provided below in this paragraph F, the College shall also reimburse the employee for lost salary.

If no resolution is reached in the preliminary proceedings, the AAUP-UC may submit the matter in writing (copied to the President of Utica College) to the American Arbitration Association pursuant to the Voluntary Labor Arbitration Dispute rules then in effect. The selection of the arbitrator and the procedures for the formal proceedings shall be governed by the American Arbitration Association rules. The submission to arbitration must occur within ten (10) working days of receipt of the President's statement of reasons noted above. The decision of the arbitrator shall be final and binding on both parties and not subject to appeal. The arbitrator shall have no power to add to, subtract from, or change any provision of this Agreement, nor shall he or she have the power to imply any obligation not expressly set forth in this Agreement. The fees and expenses of the arbitrator and the arbitration shall be shared equally by the College and the AAUP-UC. Unless the dismissal is submitted to arbitration within the time frame set forth above, the parties shall be deemed to have waived their right to arbitration.

8.11 Sabbatical Leaves

The parties acknowledge and agree that the granting of sabbaticals is an important part of academic endeavor and research, can contribute significantly to the professional development of the faculty, and add to the prominence and distinction of the programs of the College. In order to free faculty to devote time to such development, the College shall provide at least eight (8) sabbaticals annually should eight (8) or greater of the eligible faculty apply and are qualified for a sabbatical, recommended by the committee of the Faculty Senate, and approved by the Provost and President as described below. Should the Provost or President not approve at least eight (8) sabbaticals for any reason other than the quality of the application, the President shall communicate such determination to faculty members at a meeting of the Faculty Senate called for that purpose, and provided further that the College may increase the number of sabbaticals in any given year beyond eight (8) based on the President's discretion.

Tenured faculty members are eligible to apply for a sabbatical leave every seventh year. Such leave may be for one semester at full pay plus full benefits or for one academic year at half pay and full benefits. A detailed application, accompanied by the School Dean's recommendation, must be submitted to the Provost by December 1 of the previous academic year. The Faculty Resources Committee shall recommend sabbatical leaves to the Provost on the basis of the proposal's academic merit and the potential to add to the prominence and distinction of the programs of the College and the College's reputation. The decision to approve or disapprove sabbaticals shall be made by the Provost with the concurrence of the President. Neither the committee's recommendation nor the decision

of the Provost or concurrence of the President is subject to appeal, except in cases of procedural irregularity as described in Section 7.

Acknowledging that both tenured and as-yet untenured faculty have professional development needs, the College recognizes that in exceptional circumstances a mini-sabbatical may be granted to untenured tenure-track faculty in the fifth or sixth year of appointment. Such mini-sabbatical shall consist of a one-half load reduction for up to two semesters at full pay and benefits. In such a case, the benefits, application process and evaluation criteria shall be the same as set forth in the immediately preceding paragraph applicable to tenured faculty members, except that the deadline for the application shall be April 15 of the preceding academic year. The grant of a mini-sabbatical to a tenure-track faculty member shall not count toward the College's commitment relating to sabbaticals to tenured faculty members. Any tenure-track faculty member who takes a mini-sabbatical and is granted tenure shall not be eligible to apply for a full sabbatical for the two years immediately subsequent to the completion of the mini-sabbatical.

8.12 Emeritus Status

Upon recommendation of both the tenured faculty and the Dean of the relevant School, the FAC may recommend to the Provost that a retired faculty member be granted the honor of emeritus status. The decision to grant emeritus status is ultimately the prerogative of the President and the Board of Trustees.

To be eligible for emeritus consideration, a faculty member should have a minimum of ten (10) years of service at the College, be an employee in good standing (i.e., not subject to current or pending probation or other disciplinary measures) and submit to the Provost and the President a written and irrevocable declaration of retirement.

In the case of a bargaining unit member having fifteen (15) years in rank and the positive recommendations of a majority of the tenured members of his or her School, his or her School Dean, and the Provost, the FAC may recommend a terminal promotion at the time emeritus status is recommended. The decision to grant a terminal promotion with emeritus status shall ultimately be the prerogative of the President.

Upon granting of emeritus status, the faculty member shall be entitled to use his or her College title with the emeritus designation, receive free use of the College library and recreational facilities, and enjoy the prevailing faculty discount at the College bookstore and applicable to College intercollegiate sports.

8.13 Teaching Load

The teaching load of each School shall be planned so that the School and its faculty members can provide for the requisite student credit hours of day and evening courses for each semester. The scheduling of courses shall be the responsibility of the School Dean.

The required teaching load of a full-time faculty member shall not exceed twenty-four (24) classroom contact hours per calendar year. All full-time faculty members shall be eligible to apply for compensated overload, not to exceed one course per semester, at the

then prevailing overload rate, and any such application shall be subject to approval by the Provost.

In addition to the foregoing, each full-time faculty member shall be required to do the following: advise students as assigned by the School Dean or Provost; attend scheduled meetings of the School and the College, including Commencement and Convocation; provide accurate and timely reports as requested by the College concerning student evaluations and enrollment; arrange, schedule, and hold office hours at times reasonably convenient to students; assist in registration and orientation during the academic year; attend at least one on-campus admissions event held during regular business hours during the academic year; provide syllabi; administer teaching evaluations as appropriate; and perform other appropriate College duties. The School Dean shall ensure that each faculty member has demonstrable goals and objectives linked to student academic matters, including by way of example proactive advising, prompt submission of grades and prompt submission of early warnings regarding academic performance.

In those cases where a faculty member considers his or her teaching load or other duties to exceed the maximum teaching load, he or she shall submit in writing, with the assistance of the President of the AAUP-UC, to the School Dean the planned workload (consistent with the needs of the approved program) for each semester. Upon approval of the plan by the School Dean, the plan shall be submitted for approval to the Provost by the School Dean. In those cases where a faculty member has more than three (3) course preparations in a semester or extra heavy responsibilities or circumstances other than classroom instruction, a commensurate reduction in teaching load may be approved by the Provost. Such special arrangements for faculty when approved shall be forwarded to the AAUP-UC.

8.14 Professional Development Evaluation Procedure

In addition to any review required by applicable law, every tenured faculty member shall be periodically reviewed every five years after the date on which tenure was granted. The fact that a tenured faculty member is being reviewed under this provision shall not prevent or delay an application for promotion in rank should the faculty member so choose.

The underlying philosophy of the process is formative and the focus is developmental. The PDC shall review the materials and meet with the candidate and make formative recommendations to forward to the School Dean and the Provost.

A reviewed tenured faculty member shall supply three reflective statements (one for each of the traditional criteria: teaching, professional accomplishment, and service) to the PDC. These statements should be supplemented with supporting documents including, but not limited to, articles, papers or evidence of teaching effectiveness.

In the case of a favorable review, the PDC shall recommend whether to allocate the budgeted amount of \$2,000 to base salary of Assistant Professors and Associate Professors or to the Faculty Development Fund. If the PDC recommends allocating the funds to salary, the Assistant Professor or Associate Professor may elect to place \$4,500 (in lieu of the salary base increase) into a restricted account for the member's purchase of equipment (to be College-owned), travel, or supplies in connection with his or her position responsibilities. In the case of full Professors, the applicable amounts shall be \$2,250 per favorable review (or \$5,000 for equipment, travel or supplies).

In cases of an unfavorable review, the faculty member shall submit materials for a subsequent review by the end of three years from the final approval of the plan referred to below. A faculty member anticipating retirement within three years of review may elect not to be reviewed provided he or she provides to the School Dean and the Provost a written and irrevocable declaration of retirement.

A tenured faculty member who does not receive a favorable review shall develop a plan for improvement in consultation with his or her School Dean, the Provost and the PDC. Such plan shall be subject to the approval of the Provost. The plan shall be formulated and approved no later than the end of the first full semester following notification of the PDC's decision. Following approval of such plan, the Provost shall allocate support from the Faculty Development Fund to assist the faculty member in carrying out the plan. If the faculty member believes significant progress toward completion of the plan has been achieved, he or she may request an early review.

A tenured faculty member who does not receive a favorable review by the PDC or the Provost shall have the right to appeal the decision. The appeal shall be forwarded in writing within ten (10) working days of the receipt of the decision to the Provost and the Chairperson of the PDC. The appeal hearing shall commence within fourteen (14) working days after receipt of the notice of appeal. The faculty member shall have the right to personally present the case for appeal, with the assistance of a tenured faculty member of his or her choosing. After hearing the appeal, the PDC shall submit its recommendation in writing to the Provost, whose decision shall be final and binding and not subject to appeal. The foregoing review process and any ensuing conclusions, recommendations or information may not be used in any disciplinary proceeding under Articles 8.10 and 11, unless the College shall have concluded, based upon advice of legal counsel, that applicable law or regulation requires use of such materials. Failure by the tenured faculty member to develop and execute a plan designed to produce a favorable review may result in disciplinary action up to and including dismissal.

8.15 Distance Learning

In online or distance education much, if not all, of the traditional classroom experience and face to face interaction is replaced by communication through one or more technological means and may be either synchronous or asynchronous. The terms "online" or "distance education" as used herein refers to instruction where the teacher and student are separated by time, distance, or both so that face to face communication is absent. The term "course" refers to any class offered for credit or otherwise required for a degree. An "online course" is further defined as one where 75% or more of the teaching is delivered online. An "online program" is defined as one where all of the courses required for a degree are offered exclusively through one or more of the above means, including those courses that include a physical residency.

The AAUP - UC and the College are committed to the idea that a distance education course shall entail all of the standard practices, procedures, and criteria used in traditional classroom courses, including the selection of qualified faculty members to teach such courses and the determination of class size. Proposed distance education courses must be approved by the Curriculum Committee, provided that a proposal to convert in whole or in part a classroom-based course that has been offered for more than one-year at the College to a distance education course shall be considered by the Curriculum Committee on an expedited basis not to exceed the duration of an academic semester. Bargaining unit members shall be given the right of first refusal to develop and teach online and

distance education courses subject to the time periods for response established by the relevant School Dean.

Use of all online of distance education learning materials shall be governed by Section 8.16.

In the event a faculty member leaves the College, the College shall have an irrevocable, non-exclusive, non-transferable and royalty-free license to use such member's online course materials for the remainder of the semester in which the member leaves and the next twelve (12) months.

A faculty member who, for the first time for Utica College, receives training in distance learning technology, develops a distance education course and teaches that course shall be paid, in the semester in which the course is taught and in addition to his or her normal course compensation, a stipend in the amount of \$3,500. For the next three (3) distance education courses that were so developed and are taught, the faculty member shall be paid, in the semester in which the course is taught and in addition to his or her normal compensation, a stipend of \$750. While faculty members are free to consider appropriate courses in a distance education format, they shall be required to teach in a distance education format only pursuant to existing program requirements and when provided with adequate technical training and/or support. The foregoing stipends may be discontinued after the 2012-2013 academic year at the option of the College, provided that any online courses that were approved prior to any discontinuance shall be paid at the agreed upon rate.

Bargaining unit members may offer appropriate courses in an online or distance education format. Bargaining unit members shall not be required to offer courses in such format or develop online or distance learning components or courses unless in the course or the recruitment process the job description for position ultimately obtained by such member so requires. Bargaining unit members who are not required to participate in online programs shall not be evaluated negatively for not participating, provided that such members shall not impede such participation by other faculty members.

A bargaining unit member may be allowed, with the approval of the relevant School Dean, to substitute an eight-week online and distance education course during a regular semester, or during a summer session, for a fall or spring teaching obligation. This exchange will be considered as part of regular load and will not be eligible for extra compensation. No bargaining unit member who is not required to participate in online programs shall be required to substitute online or distance learning courses for regular semester or summer courses that are part of that member's regular load or be negatively evaluated for not doing so.

The parties acknowledge that the College administration and the FAC are using diligent efforts to develop distance learning evaluations that will conform to the generally accepted best practices for assessing faculty performance teaching in online and distance education platforms. The College may monitor only the required portion of online courses necessary for purposes of determining that the course is being taught as provided in the published course and may otherwise monitor such courses consistent with monitoring for classroom-based courses.

Prior to the beginning of any online or distance education course, all bargaining unit members teaching online or distance courses shall be provided with technical training and

equipment if needed and technical support specifically designed to enable teaching via online or distance education.

8.16 Intellectual Property

The purpose of this Section is to define the terms and conditions regarding the creation, development and use of Intellectual Property (as defined below) Using College Resources (as defined below) by the bargaining unit member and the College.

Intellectual Property developed without Using College Resources shall be owned and controlled solely by its creator(s), and the College shall have no claim of ownership to any financial or other benefit derived from that Intellectual Property.

Definitions: “Using College Resources” shall mean the involvement of College support, including the use of any College funding directly related to the professional project, or College property or personnel, beyond that customarily made available to bargaining unit members generally in discharging their academic responsibilities of service, teaching and research.

“Intellectual Property” shall mean any matter capable of being patented, copyrighted or trademarked, including but not limited to books, texts, articles, monographs, glossaries, bibliographies, study guides, laboratory manuals, syllabi, tests and work papers, lectures, musical and/or dramatic compositions, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio tapes and cassettes, computer programs, software, courseware, web pages, live video and audio broadcasts, programmed instructional materials, drawings, paintings, sculptures, photographs and other works of art, devices, inventions, techniques, useful processes, and discoveries. Intellectual Property shall be deemed created whenever it is first fixed in some tangible form, including but not limited to notes, sketches, drawings, recorded results of research or experiments, computer code or records, web pages, or any other tangible embodiment including, but not limited to, online writings or images.

“Copyright” shall mean that bundle of rights that protect original works of authorship fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device.

“Works of authorship shall include, but not be limited to, literary works; musical works, including any accompanying words; dramatic works, including any accompanying music; pantomimes and choreographic works; pictorial, graphic, and sculptural works (photographs, prints, diagrams, models, and technical drawings); motion pictures and other audiovisual works; sound recordings; software; computer programs, courseware and architectural works.

“Tangible media” shall include, but not be limited to, books, periodicals, manuscripts, phonorecords, films, tapes, computer records, and disks.

“Educational purposes” shall mean that the following criteria have been satisfied: (1) College control over all academic affairs; (2) use is

consistent with College mission; and (3) use is consistent with College’s tax-exempt status.

“Patent” shall mean that bundle of rights that protect inventions which constitute any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof; new and ornamental designs for any useful article and plant patents being for the asexual reproduction of a distinct variety of plants, including cultivated sprouts, mutants, hybrids, and new found seedlings, other than a tuber propagated plant or plant found in an uncultivated state.

“Trademark” shall mean any word, name, or device, or any combination, used, or intended to be used, in commerce to identify and distinguish the goods of one manufacturer or seller from goods manufactured or sold by others, and to indicate the source of the goods.

“Works for Hire” or “Special Assignment” shall mean Intellectual Property that is part of or is the result of a project officially assigned to a bargaining unit member, other than a member’s normal duties.

“Sponsored Research” shall be understood to apply to Intellectual Property that is produced with the sponsorship of one or more third parties, such as corporations, foundations or governmental agencies.

Ownership

The parties recognize that the ownership (and its associated rights) of Intellectual Property developed or created by a bargaining unit member shall be as provided in this Article except to the extent it is inconsistent with applicable law. Notwithstanding any other provision of this Article, the College shall have a nonexclusive, nontransferable, royalty-free license to use all Intellectual Property (other than Publishable Materials (as defined below) and patents covered by the terms and conditions set forth in “Commercialization of Patents and Allocation of Revenue” below) created by a bargaining unit member for educational purposes, and including but not limited to teaching, training, scholarship, research, and administration of College programs and including use in connection with arrangements between the College and one or more third parties under which the College retains control over course syllabi, course content, course curriculum and related academic and accreditation matters. In the event that the College exercises its right to license Intellectual Property as provided in the immediately preceding sentence, it shall provide the relevant bargaining unit member, with a copy to the AAUP-UC, with notice of its exercise of such right in relation to the particular Intellectual Property and afford the member an opportunity to request attribution of such Intellectual Property. If such member has not responded affirmatively to the notice and opportunity for attribution within thirty (30) days after the date of notice from the College, attribution shall be conclusively presumed not to have been desired by such member.

Patentable Intellectual Property developed Using College Resources shall be jointly owned by the creator(s) and the College subject to applicable Federal law and the provisions of this Article.

Subject to the second sentence of the first paragraph in this subsection “Ownership” the College assigns all rights of ownership of course materials developed by a bargaining unit member Using College Resources and used in the teaching of courses to such member, which materials shall include syllabi, notes, assignments, tests and other materials associated with the development and teaching of courses. The College may also use such course related materials for internal instructional education and administrative purposes, including satisfying requests of accreditation or regulatory agencies for faculty authored syllabi and course descriptions. In the event a faculty member leaves the College, he or she shall continue to own course materials, unless otherwise specified in a contract or letter of agreement, except that the College shall have an irrevocable, non-exclusive, royalty-free license to use these materials for educational purposes for the remainder of the semester in which the member leaves plus six (6) months.

Traditional academic work that is copyrightable such as lecture notes and courseware, books, and articles, is not normally treated as special assignments or works for hire. Except for Works for Hire or Special Assignments, Publishable Materials are the property of the creator, who in his or her sole discretion shall determine whether, how and under what terms such works are to be disseminated.

The College and a bargaining unit member may enter into an agreement for a Work for Hire or Special Assignment. Such Agreement shall be in writing. A bargaining unit member shall have the right to consult with a representative from the AAUP-UC when negotiating such an agreement.

It is agreed that certain publishable works (namely scholarly writings, such as books and articles; and creative works, such as poems, creative writing, paintings, and musical compositions) are the property of the creator, who will determine how the works are to be distributed and keep any income that they may produce.

Commercialization of Patents and Allocation of Revenue

In the event that a bargaining unit member develops Intellectual Property Using College Resources and both the College and the bargaining unit member decide to pursue the commercialization (which shall include licensing) to a third party or parties of such Intellectual Property by applying for a patent with the U.S. Patent and Trademark Office (the “USPTO”), the revenue resulting from the commercialization of the Intellectual Property shall be shared by the College and the creator as described below. The costs of applying for and obtaining a patent and bringing such Intellectual Property to commercialization shall be borne by the College.

If a bargaining unit member develops Intellectual Property Using College Resources and elects not to apply for a patent with the USPTO within two years after such development, the member shall promptly notify the College in writing of his or her decision and shall assign all rights of ownership and revenue resulting from commercialization to the College.

If a bargaining unit member develops Intellectual Property Using College Resources and the College elects not to apply for a patent with the USPTO within two years after such development, the College shall promptly notify the bargaining unit member in writing of its decision and assign all rights of ownership and revenue resulting from commercialization to the member.

A bargaining unit member who develops Intellectual Property without Using College Resources shall possess full ownership of the Intellectual Property and shall be entitled to all revenue resulting from commercialization, but shall bear all costs of perfecting its rights, including the costs of applying for, obtaining and defending a patent, and commercializing the Intellectual Property.

The net revenue (gross revenue minus the costs of obtaining a patent as provided above, license fees, legal fees, administrative costs and all expenses related to commercializing the Intellectual Property incurred by the College and/or the creator(s)) resulting from Intellectual Property shall be divided as follows:

	First \$10,000	\$10,001-\$100,000	Above \$100,000
Creator	100%	45%	35%
College	0%	55%	60%
Research Fund	0%	0%	5%*

*Five percent (5%) of the accumulated net income above the \$100,000 level shall be allocated toward a restricted research fund in the College's control until such fund reaches \$200,000, at which point the College's share of the remaining accumulated net income shall increase to 65%.

The creators' share shall be shared equally among all creators unless they agree otherwise. The creators' share shall continue even if the creators have left the College unless the creators have materially breached the terms of any sharing agreement between the College and them.

Sponsored Research

When sponsorship for research is sought in the name of the College, it is important that the relevant faculty member(s) and the College cooperate in seeking external support for projects. When Intellectual Property is produced as a consequence of that cooperation, ownership shall be governed by the terms of any sponsorship agreement, or in the absence of such an agreement, shall vest equally in the College and the creating bargaining unit member or members. Distribution of revenue from such property shall be governed by the terms of any sponsorship agreement, or in the absence of such an agreement, by the schedule set forth above.

Cooperation

Neither the College nor the relevant bargaining unit member shall take any action that might reasonably be expected to impair the rights of the other party to perfect or use the Intellectual Property owned by such party.

Resolution of Emerging Issues and Disputes

The parties recognize that it may be advisable during the term of this Agreement to provide structured consideration of intellectual property issues. To that end, either party may, upon ninety (90) days; prior written notice, request that an Intellectual Property Policy and Rights Committee shall be created for the term of this Agreement as provided in the following four paragraphs.

An Intellectual Property Policy and Rights Committee shall be composed of three (3) faculty members appointed by the president of the AAUP - UC and three (3) members of the administration appointed by the President or his or her designee exclusive of the President and the Vice President for Financial Affairs. The committee members shall elect a chair each year. At the time of initial appointment or election, each member shall be designated as serving a one or two year term so that the term of at least one bargaining unit committee member and one College administration committee member shall expire each year with replacements being appointed or elected each year. After the first appointment subsequent members shall serve a two-year term, commencing on August 15 and terminating on June 15 of the following year. Committee members may serve no more than two consecutive terms.

The Committee may monitor and review technological and legislative changes affecting Intellectual Property policy and shall report to relevant faculty and administrative bodies when such changes affect existing policies.

Disputes over ownership, and its attendant rights, of Intellectual Property shall be heard by the Intellectual Property Policy and Rights Committee as follows. The committee shall make an initial determination concerning competing claims to the Intellectual Property in question. The failure of the Committee to arrive at a determination shall automatically initiate an arbitration proceeding as described below. If either the College or the creator(s) disagree with the determination of the committee either party may appeal to binding arbitration in accordance with the following procedures.

The selection of the arbitrator shall be from the Intellectual Property Roster of the American Arbitration Association and the procedures for the formal proceedings shall follow the American Arbitration Association's commercial arbitration rules then in effect. The party seeking arbitration must notify the other party in writing within ten (10) working days of the committee's decision of its intention to pursue arbitration. The decision of the arbitrator shall be final and binding to both parties. The arbitrator shall have no power to add to, subtract from, or change any provision of this Agreement, nor shall he or she have the power to imply any obligation not expressly set forth in this Agreement. The fees and expenses of the arbitrator shall be shared equally by the College and the AAUP-UC.

9. LIBRARIANS

9.1 Appointments

All appointments to the position of librarian shall be made by the President on the recommendation of the Assistant Vice President for Library and Information Services (“AVP-LITS”). A search committee of three will be created from the professional staff to assist and recommend candidates to the AVP-LITS for appointment to open positions.

The probationary period, equal to the first three years of employment, shall afford librarians time to prove themselves and afford their colleagues time to observe and evaluate the librarians on the basis of performance in their position rather than only on the basis of education, training, and recommendations. The first three years of employment are recognized as the probationary period. If the first year of employment involves an appointment that begins after October 15, that year shall not count toward the three year probationary period.

9.2 Renewal of Appointments

The recommendation to the Provost to renew or not renew an appointment prior to granting of continuous appointment is the prerogative of the AVP-LITS in consultation with the librarians holding continuous appointment in a meeting called for that purpose. The recommendation shall be subject to the approval of the Provost. In cases where non-renewal is recommended, the librarian shall have the right to present his or her case in person to the AVP-LITS, if he or she has provided in writing to the appropriate offices, no later than ten (10) working days after notice of non-renewal of appointment, notice of his or her intention to appeal the recommendation. The affected librarian shall have the right to request the assistance of another bargaining unit member in presenting his or her case to the AVP-LITS.

Notice of non-reappointment, or of intention not to recommend reappointment, shall be given in writing in accordance with the following standards:

- Not later than March 1 of the first year of service, if the appointment expires at the end of that fiscal year.
- Not later than December 15 of the second year of service, if the appointment expires at the end of that fiscal year.
- At least twelve months before the expiration of an appointment after two or more years of service.

9.3 Continuous Appointment

Procedure

Librarians under consideration for continuous appointment are responsible for updating their Summary of Professional Activities Form and submitting to the AVP-LITS any additional material that they think may help in consideration of their professional circumstances. The AVP-LITS shall call a meeting of the librarians holding continuous appointment to discuss the qualifications of the candidates who are being considered.

When there are fewer than three librarians with continuous appointment, the AVP-LITS may appoint a maximum of two (2) voting representatives to this meeting. The recommendation emerging from that meeting shall be forwarded to the FAC. The AVP-LITS shall also submit an independent recommendation to the FAC. To facilitate its deliberations the FAC may also receive relevant materials submitted by the librarian under consideration and any other materials deemed necessary by the FAC.

The FAC shall recommend approval or denial of continuous appointment for the librarian under consideration to the AVP-LITS and the Provost. In the event of an irreconcilable disagreement, the recommendations of the FAC, the AVP-LITS and the Provost shall be forwarded to the President for his or her consideration. The decision to grant continuous appointment shall ultimately be the prerogative of the President and the Board of Trustees of the College and shall be final and binding and not subject to appeal. A candidate will be notified in writing by the AVP-LITS of the grant or denial of continuous appointment.

Criteria

The criteria for continuous appointment must include the expected accomplishments listed in this clause.

Evaluation categories will be as follows:

Librarianship: The librarian under consideration should possess expertise and active interest in collection development, organization of knowledge, reference, instruction, systems or information management. Evaluation shall be most strongly weighted on the librarian's performance of the foregoing functions and how they support the teaching and research mission of the College and its faculty.

Professional Accomplishment: The librarian under consideration should show clear evidence of participation in professional activities in areas including, but not limited to, library consortia and network development, computer applications, academic librarianship, professional organizations and awards and honors.

Service: The librarian under consideration should show clear evidence of meritorious service to librarianship, the College, and the community at large. Service in the AAUP-UC shall be recognized as one form of such service.

9.4 Promotion

Librarians under consideration for promotion are obliged to follow the steps delineated in the "Candidate Responsibilities" section of the document entitled "Reference (Advising Document) for the Promotion of Librarians" as then in effect. The above-mentioned document shall be made available to the librarian in accordance with the procedure outlined by the FAC therein.

The AVP-LITS shall request a current Summary of Professional Activities from the librarian under consideration, which the AVP-LITS shall review prior to submission to the FAC. The AVP-LITS shall call a meeting of the librarians holding continuous

appointment to discuss the qualifications of the librarian considered for promotion. When there are fewer than three librarians holding continuous appointment, the AVP-LITS may appoint a maximum of two (2) voting representatives to this meeting. The recommendation emerging from that meeting shall be forwarded to the FAC. The AVP-LITS shall also submit an independent recommendation to the FAC.

The FAC shall recommend approval or denial of promotion for the librarian to the Provost, and the decision of the Provost shall be final and binding and not subject to appeal. A candidate shall be notified in writing by the AVP-LITS of the award or denial of promotion.

Education: The Masters of Library Studies shall be considered the terminal degree for librarians. Lack of an additional degree shall not preclude librarians from consideration for promotion provided they have the other prerequisites listed below.

Time in rank: To be considered for promotion in rank:

- from Librarian I to Librarian II, librarians shall have completed no less than two years in the rank of Librarian I; and
- from Librarian II to Librarian III, librarians shall have completed no less than three years in the rank of Librarian II.

A librarian shall not be entitled to promotion merely because of length of service. Accomplishment and not time in rank is the essential criterion. The evaluation categories are the same as those used for evaluating librarians for continuous appointment.

9.5 Procedures for Appeal

Librarians under consideration for promotion or continuous appointment who do not receive a positive recommendation from the FAC or the AVP-LITS shall have the right to request reconsideration by the FAC (other than for appeals pertaining to procedure, which shall be governed by Section 7.2 of this Agreement). The request for reconsideration shall be made in writing and forwarded to the Provost and the Chair pro tempore of the FAC within ten (10) working days of the receipt of written notification of the negative recommendation. The burden of proof rests with the librarian. The librarian shall have the right to present his or her case with the assistance of a bargaining unit member of his or her choosing. The reconsideration shall commence within fourteen (14) working days after receipt of the written request for reconsideration.

In the case of an appeal related to continuous appointment, the librarian who is not satisfied with the outcome of his or her reconsideration shall have the right to present objections to the President with the assistance of a bargaining unit member of his or her own choosing. In the event the President is unable to render a final decision because of a conflict of interest or for any other reason, the President shall designate a person to act in his or her place. The decision of the President or his or her designee shall be final and binding and not subject to appeal to the Board of Trustees.

Matters involving continuous appointment, promotion, and reappointment are not subject to the grievance procedures outlined in Section 16 unless they pertain to procedural

irregularities.

9.6 Reduction of Staff

In the event of a Retrenchment (as defined in Section 15.1) involving reduction in librarian staff, the librarian with the shortest period of service shall be affected first, provided that the more senior librarian succeeding to the work of the affected librarian has the skill and ability to perform the required work.

9.7 Vacation and Compensatory Leave

Librarians shall accrue twenty (20) days of vacation per fiscal year, prorated if necessary from the start date of employment plus a cap of seven (7) days accrued leave to be taken during break periods. Vacation shall be taken at the mutual convenience of the librarian and the immediate supervisor of that librarian and may not be carried over to the following fiscal year. Compensatory leave will be available if a librarian works for an extended period beyond scheduled hours or works during off-hours by reason, for example, of extended library hours during the examination period.

9.8 Leave of Absence

Upon completion of the first full year of service, a librarian may apply for a leave of absence, with or without pay and/or benefits, such leave of absence and benefits to be determined by the AVP-LITS in his or her sole discretion. Leaves may be requested for a period up to one (1) year and are subject to the final approval of the Provost, based on the recommendation of the AVP-LITS.

An application for a leave of absence shall be submitted by the librarian to the AVP-LITS at least six (6) months before the requested start date of the leave and include all relevant information and supporting details to allow for evaluation of the application by the AVP-LITS. The librarian may not accept paid employment from a third party during the leave period without prior approval of the AVP-LITS, but may receive financial assistance in the form of fellowships, grants, honoraria or scholarships pertinent to the purpose of the leave.

Leaves of absence are not normally considered as periods of service in rank. However, if a librarian believes that the nature and purpose of the proposed leave should warrant consideration of credit of service time in rank, he or she may apply to the FAC for its approval prior to commencement of the leave. The FAC shall forward its recommendation to the AVP-LITS and the Provost, whose decision is final and binding and not subject to appeal.

A candidate having been granted time in rank credit based on the academic merit of his or her leave experience shall be bound by the original decision unless demonstrable extenuating circumstances intervene during the period of the leave preventing performance of the intended leave experience. A request for such consideration shall be made as soon as practical to the FAC, which shall forward its recommendation to the AVP-LITS and the Provost, whose decision is final and binding and not subject to appeal.

9.9 Alternative Work Schedules

A librarian shall have the option of adopting an alternative weekly work schedule when such a schedule does not adversely impact library operations and has been approved by the librarian's immediate supervisor.

9.10 Librarian Emeritus Status

Upon recommendation of both the librarians holding continuous appointment, and the AVP-LITS, the FAC may recommend to the Provost that a retired librarian be granted the honor of emeritus status. The decision to grant emeritus status is ultimately the prerogative of the President and the Board of Trustees.

1. To be eligible for emeritus consideration, a librarian should have a minimum of ten (10) years of service at the College, be an employee in good standing (i.e., not subject to current or pending probation or other disciplinary measures) and have submitted to the Provost and the President a written and irrevocable declaration of retirement.
2. In the case of a librarian having fifteen (15) years in rank and the positive recommendation of librarians holding continuous appointment, the AVP-LITS, and the Provost, the FAC may recommend a terminal promotion at the time emeritus status is recommended. The decision to grant a terminal promotion with emeritus status shall ultimately be the prerogative of the President.
3. Upon granting of emeritus status, the librarian shall be entitled to use his or her College title with the emeritus designation, receive free use of the College library and recreational facilities, and enjoy the prevailing faculty discount at the College bookstore and applicable to College intercollegiate sports.

10. HEOP PERSONNEL

10.1 Appointments

All appointments of HEOP staff shall be made by the President on the recommendation of the Provost. The first full year of employment shall be recognized as the probation period. Upon satisfactorily completing the probation period the HEOP staff member shall be informed in writing whether or not he or she has been granted a continuous appointment. During the probation period the HEOP staff member who has been judged not to meet the requirements of the position may be terminated upon thirty (30) days prior written notice. Employees with more than one year of service shall be granted three months notice of termination except in the case of dismissal for adequate cause.

10.2 Reductions in Staff

In the event of a Retrenchment (as defined in Section 15.1), the HEOP staff member with the shortest service period shall be affected first, provided that the more senior staff member succeeding to the work of the affected staff member has the skill and ability to perform the required work.

10.3 Vacation

HEOP staff members shall accrue twenty (20) days of vacation per fiscal year, prorated if necessary from the start date of employment plus a cap of seven (7) days accrued leave to be taken during break periods. Vacation shall be taken at the mutual convenience of the

staff member and the immediate supervisor of that staff member and may not be carried over to the following fiscal year.

11. PROGRESSIVE DISCIPLINE

- 11.1 Progressive discipline is a system designed to detect and resolve performance and/or behavior problems. Such performance and/or behavioral problems include, but are not limited to, harassment and/or abuse of students, faculty or staff; violations of reasonable College policies; plagiarism or other forms of academic misconduct; ethical misconduct; and dereliction of academic or professional duties. Such a system ideally shall provide a structure for the College, acting principally through the School Dean in the case of faculty members and the AVP-LITS in the case of librarians (including, where necessary or appropriate, the Provost and a bargaining unit member to work closely and systematically together on such performance and/or behavior problem), and the Director of the HEOP, in the case of HEOP staff. Progressive discipline includes, but is not limited to, verbal warnings, written warnings, assignment to other duties, suspension and dismissal. The College shall have the sole right to determine the response to any such problem, including but not limited to immediate suspension or dismissal based on the severity of the problem, subject to the appeal or grievance procedures set forth in this Agreement.

12. PERSONNEL FILES

- 12.1 The College shall maintain one official personnel file on each bargaining unit member in the office of the Provost, provided that other College offices, having a need to know, may also maintain unofficial physical or digital copies of appropriate portions of such files while taking reasonable precautions to protect against unauthorized disclosure.
- 12.2 Each bargaining unit member shall have the right to review contents in his or her School file or supervisory file (as appropriate), and official personnel file, dating from the first day of employment. Such review shall be carried out at a reasonable time and on an appointment basis in the presence of the Provost or his or her designee. If, in the opinion of the bargaining unit member, the file contains erroneous or irrelevant information the member may request the removal of the information by the Provost. If the matter is not resolved to the satisfaction of the bargaining unit member, the member shall have the right to reduce his or her objections or suggested corrections to writing for inclusion as part of the file.
- 12.3 The bargaining unit member shall also have the right to review all work performance evaluations, including peer evaluations for probationary appointments, which are considered part of the member's official personnel file. Persons having access to bargaining unit member files shall be limited to the President and to his or her designee(s) only on a need to know basis and only if access is relevant in light of the designee's duties and responsibilities.

13. PROFESSIONAL AND OUTSIDE ACTIVITIES

- 13.1 Professional activities of bargaining unit members are generally understood to encompass efforts designed to enhance professional stature and accomplishment. Teaching, research, writing and publishing, conduct of and participation in meetings of learned societies and professional associations, conduct of and participation in seminars, conferences, and workshops shall be included in professional activities encouraged by the College. Performance and promotion of professional activities by the member shall be a departmental interest and the responsibility of the School Dean and the Provost. With the prior approval of the Provost, bargaining unit members may perform outside services for remuneration during the academic year, provided that such services shall not be performed at times or in a manner that might conflict with his or her College duties and responsibilities and the services do not present a conflict of interest with, or opposition to, the interests of the College, and, provided further, that such members make it clear to the third party to which they provide services that the College is not a party to the agreement and the College in no way is responsible or liable for the performance or results of such services. Negotiation of any agreement and payment for such services is a matter between the third party and the bargaining unit member only and shall not implicate the College in any way.
 - 13.2 The President may, in his or her sole discretion, grant additional funds to support participation in the program of an approved professional conference by a bargaining unit member, to assist in defraying other expenses incurred by members in the performance of their professional activities, to provide retraining in new areas of professional expertise, and to support applications for research project awards or grants and/or the development of new courses and programs.
14. ASSOCIATION RIGHTS
- 14.1 The College shall furnish a bulletin board to be located on the second floor of Addison Miller White Hall for use by the AAUP-UC and shall furnish adequate office space for the AAUP-UC. The College shall make reasonable efforts to continue parking benefits without cost (excluding fines for parking violations), secretarial services, duplicating facilities, dining facilities and reasonable use of other College facilities for AAUP-UC purposes on a reservation basis, it being understood that the AAUP-UC shall bear all costs and expenses for labor or supplies expended on AAUP-UC matters.
15. REDUCTIONS IN FORCE
- 15.1 In the event of a reduction in academic offerings, elimination of programs, and/or financial exigency, which will result in the reduction of bargaining unit members (any such event being a “Retrenchment”), the following procedures shall apply. When feasible, the process of natural attrition shall be used to achieve the Retrenchment. If the Retrenchment cannot be accomplished by natural attrition bargaining unit members shall be given the opportunity and a reasonable period of time not to exceed sixty (60) days, to reach voluntary agreement among themselves as to the order of Retrenchment. If the Retrenchment is not accomplished in the time frame referred to above, part-time professional employees in the same fields or areas of work as affected bargaining unit members shall be laid off first, followed by non-tenured or non-continuous appointment bargaining unit members, and then followed by tenured or continuous appointment bargaining unit members.

15.2 The Retrenchment procedures outlined above shall be carried out in the order of seniority, provided that the bargaining unit member who is retained has the experience and academic qualifications to teach the courses and programs previously taught by the affected bargaining unit member (except in the case of elimination of a complete program or academic offering). In the event that academic offerings or programs are reinstated within three (3) years after their termination as part of the Retrenchment, the affected bargaining unit members in such academic offering or program with the most seniority shall be given an opportunity to be recalled first, and any subsequent recalls shall be in the reverse order of layoff. Any recalled bargaining unit member shall return to his or her previous rank, seniority and compensation and benefits at the time of layoff with any negotiated changes. Time spent on layoff will not be counted toward the bargaining unit member's seniority or tenure-track service as provided in Section 8.3. Any bargaining unit member on layoff is responsible for providing the College with his or her current mailing address and telephone number.

16. GRIEVANCE PROCEDURE

16.1 A grievance shall be any matter involving interpretation or application of this Agreement (with the exception of matters dealing with granting of tenure, renewal and non-renewal, or promotions, which are covered in Article 8) and shall be subject to the following procedure:

Step 1 A grievance may first be raised informally and orally by the affected bargaining unit member, with or without AAUP-UC representation, as such member determines, with the appropriate College official(s) within fifteen (15) working days of the incident giving rise to the grievance or within fifteen (15) working days of the date that the affected member has knowledge of the incident, if later.

Step 2 If the grievance is not resolved in Step 1 or the grievant did not raise it in Step 1, the grievant shall present the matter in writing through the AAUP-UC Grievance Officer to the appropriate College official(s) within twenty (20) working days of the grievance or within twenty (20) working days of the date that the grievant has knowledge of the grievance. A meeting shall be held between the College official(s) and the grievant and Grievance Officer within ten (10) working days of the receipt of the written grievance by the College official(s), who shall reply in writing within seven (7) working days of the meeting.

Step 3 If the grievance is not resolved in Step 2, the grievant may appeal in writing to a grievance committee (selected by the AAUP-UC Grievance Officer in consultation with the grievant and not exceeding three (3) members of the AAUP-UC) and the President (or his or her designee) for discussion and review in the presence of the grievant. This discussion and review shall occur within ten (10) working days of receipt of the reply referred to in the last sentence of Step 2. The President (or his or her designee) shall reply in writing no later than fifteen (15) working days after the discussion and review meeting.

Step 4 If the grievance is not resolved in Step 3, the AAUP-UC may, with the concurrence of the grievant in the case of an individual grievance, submit the matter in writing (copied to the President of the College) to

the American Arbitration Association (“AAA”) pursuant to the Voluntary Labor Arbitration Dispute Rules then in effect. The selection of the arbitrator and the procedures for the formal proceedings shall follow the AAA’s Rules. The submission to arbitration shall occur within fifteen (15) working days of the receipt of the President’s reply referenced in the last sentence of Step 3. The decision of the arbitrator shall be final and binding on both parties and not subject to appeal. The arbitrator shall have no power to add to, subtract from, change any provision of this Agreement, or imply any obligation not expressly set forth in this Agreement. No award shall be effective retroactive beyond the date of the grievance. The fees and expenses of the arbitrator shall be shared equally by the College and the AAUP-UC. Unless the grievance is raised, served in writing, proffered, appealed, and submitted to arbitration within the time limits set forth in each step above, the grievant shall be deemed to have waived his or her right to arbitration. The foregoing grievance and arbitration procedures shall not be available if the affected bargaining unit member files a complaint or initiates an action with any state or federal court, agency or administrative body relating to the same incident.

17. STRIKES AND LOCKOUTS

- 17.1 During the term of this Agreement there shall be no strike, slowdown, boycott of classes, or any other concerted or coordinated acts that interfere with normal operation of the College. In the event of a breach of this Article the AAUP-UC shall promptly take all reasonable steps to terminate the participation of the bargaining unit member(s) participating in such activities. Should any bargaining unit member participate in an action prohibited by this Section, the violator(s) shall be subject to discipline up to and including termination. The degree of discipline shall not be subject to the grievance/arbitration procedure set forth in Article 16 but the question of whether the AAUP-UC participated in an act prohibited by this Section shall be subject to such procedure. The College shall not during the term of this Agreement effect a lockout.

18. COMPENSATION

18.1 Salaries

2011- 2012 ACADEMIC YEAR

Effective with the starting date of their 2011-2012 appointment, bargaining unit members employed prior to March 1, 2011 shall have their annual base salary increased by two and three-quarters per cent (2.75%) for the 2011-2012 academic year.

In addition, bargaining unit members will receive a lump sum payment of four hundred dollars (\$400) which will be added to their base salary in addition to the percentage increase in salary provided for in the immediately preceding paragraph.

In the event that that the College’s outside auditors determine that the College has achieved a Department of Education consolidated composite ratio for primary reserve, equity and net income (the “DOE Ratio”) of at least 2.0 based on the audited financial statements for the most recently completed fiscal year, an additional one-quarter percent

(.25%) will be given as a bonus for the academic year. In the event the College achieves a DOE Ratio of between 1.75 and 1.99, then the .25% bonus amount will be added to the following year and paid in the event the target DOE ratio is achieved that year. The College will deliver written notification whether a particular annual DOE ratio has been achieved or not to bargaining unit members no later than five (5) business days after receiving written notification from the College's auditors as to such achievement.

2012 - 2013 ACADEMIC YEAR

Effective with the starting date of their 2012-2013 appointment, bargaining unit members employed prior to March 1, 2012 shall have their annual base salary increased by two and three-quarters per cent (2.75%) for the 2012-2013 academic year.

In addition, bargaining unit members will receive a lump sum payment of four hundred dollars (\$400) which will be added to their base salary in addition to the percentage increase in salary provided for in the immediately preceding paragraph.

In the event that that the College's outside auditors determine that the College has achieved a DOE Ratio of at least 2.125 based on the audited financial statements for the most recently completed fiscal year, an additional one-quarter percent (.25%) will be given as a bonus for the academic year (along with an additional one-quarter percent (.25%) if the DOE ratio for the preceding fiscal year was between 1.75 and 1.99 as provided above). The College will deliver written notification whether a particular annual DOE ratio has been achieved or not to bargaining unit members no later than five (5) business days after receiving written notification from the College's auditors as to such achievement.

2013 - 2014 ACADEMIC YEAR

Effective with the starting date of their 2013-2014 appointment, bargaining unit members employed prior to March 1, 2013 shall have their annual base salary increased by two and three-quarters per cent (2.75%) for the 2013-2014 academic year.

In addition, bargaining unit members will receive a lump sum payment of four hundred dollars (\$400) which will be added to their base salary in addition to the percentage increase in salary provided for in the immediately preceding paragraph.

In the event that that the College's outside auditors determine that the College has achieved a DOE Ratio of at least 2.25 based on the audited financial statements for the most recently completed fiscal year, an additional one-quarter percent (.25%) will be given as a bonus for the academic year. The College will deliver written notification whether a particular annual DOE ratio has been achieved or not to bargaining unit members no later than five (5) business days after receiving written notification from the College's auditors as to such achievement.

2014-2015 ACADEMIC YEAR

Effective with the starting date of their 2014-2015 appointment, bargaining unit members employed prior to March 1, 2014 shall have their annual base salary increased by two and seven-eighths per cent (2.875%) for the 2014-2015 academic year.

In addition, bargaining unit members will receive a lump sum payment of four hundred dollars (\$400) which will be added to their base salary in addition to the percentage increase in salary provided for in the immediately preceding paragraph.

In the event that the College's outside auditors determine that the College has achieved a DOE Ratio of at least 2.375 based on the audited financial statements for the most recently completed fiscal year, an additional one-half percent (.50%) will be given as a bonus for the academic year. The College will deliver written notification whether a particular annual DOE ratio has been achieved or not to bargaining unit members no later than five (5) business days after receiving written notification from the College's auditors as to such achievement.

In each academic year, the President of the College shall have sole discretion to increase any bargaining unit member's salary, beyond the provisions noted herein, during the term of this Agreement. The President shall notify the AAUP-UC in writing, specifying the reason therefor, within two weeks of any such action.

18.2 Promotional Increases

Effective June 1, 2011, upon being promoted on or after that date bargaining unit members will receive an increase to their base salary as follows: \$6,500 for promotion to the rank of Professor; \$4,750 for promotion to the rank of Associate Professor; \$5,200 for promotion to the rank of Librarian III; and \$3,300 for promotion to the rank of Librarian II. For each academic year thereafter during the term of this Agreement, these amounts will increase by the applicable percentage of base salary increase.

18.3 Continuing Education or Overload Courses

Faculty members who teach continuing education or overload courses will be paid full rate according to their rank as outlined in the compensation schedule for overload teaching courses with enrollment of eight (8) students.

The College has the option to cancel courses with fewer than eight (8) students. However, if any courses are taught with fewer than eight (8) students, the faculty member will receive full rate according to his or her rank as outlined in the compensation schedule.

<u>Faculty Rank</u>	<u>Amount</u>
Professor	\$1331
Associate Professor	\$1216
Assistant Professor	\$1104
Instructor	\$1022
Librarian	\$1022

For each academic year thereafter during the term of this Agreement, these amounts will increase by the applicable percentage of base salary increase on each successive August 15.

18.4 Compensation for Non-Traditional Teaching

The term “non-traditional teaching” is defined for the purposes of this paragraph of this Article to mean “not part of load”.

Load credits are defined as credits that are accumulated by a bargaining unit member as compensation for participating in non-traditional teaching. Teaching in independent study and tutorial formats, directing a graduate thesis or research project, creating/writing and/or administering and/or correcting/scoring of a comprehensive graduate exam, supervising of stand-alone internships (those not constituting a course), or serving as a reader of a graduate thesis or research project all constitute non-traditional teaching for the purposes of this section. All independent study and tutorial courses must be approved by the appropriate School Dean in advance of being undertaken.

Upon accumulation of 45 load credits, a bargaining unit member is eligible for a 3-credit course reduction to be available to the affected bargaining unit member within three semesters unless other mutually agreed upon arrangements have been made between the affected bargaining unit member and the appropriate School Dean.

An AAUP-UC faculty member performing non-traditional teaching duties shall earn compensation in the form of load credits, as follows:

<u>Category of Teaching</u>	<u>Load Credits/Compensation*</u>
Independent Study	1 per credit hour
Tutorial	2 per credit hour
Stand-alone Internship (not part of a course)	1 per credit hour
Graduate Thesis or Project Director or Undergraduate Honors Thesis Supervisor – Limited to two courses per thesis or project; does not include continuing registration	5 per thesis course
Additional Graduate Thesis or Project Reader	3 per thesis
Statistics Advisor	4 per thesis
The creating, writing, supervising, and/or administering, and/or correcting/scoring of a comprehensive graduate exam for individual students with written/oral exams as primary advisor	4 per exam
The creating, writing, supervising, and/or administering, and/or correcting/scoring of a comprehensive graduate exam for individual students with written/oral exams as an additional	2 per exam

reader

Group exams with multiple faculty involved in creating, writing, supervising, correcting, & scoring of graduate exams

2 per exam session per bargaining unit member

*Note that 45 load credits equal one 3-credit course reduction.

The above agreed upon compensation will be retroactive to June 1, 2011 for all bargaining unit members who have or are currently providing such services.

In cases where a student has registered with the College, and remains registered through the official add/drop period for a given project, thesis, and/or comprehensive exam and that project, thesis, and/or comprehensive exam has not been completed, the affected bargaining unit member shall receive the compensation that would have been earned had the project, thesis, or exam actually been completed. However, that if the student subsequently completes the work under the same bargaining unit member in a later semester, no additional compensation shall be provided to such member.

In the event that a bargaining unit member retires from Utica College and has a number of accumulated load credits for which no course reduction has been given, the bargaining unit member shall be compensated for those hours according to the following procedure: the bargaining unit member's total accumulated and uncompensated load credits is divided by the number of load credits required to receive a 3 hour course reduction. The result of this computation is then multiplied by that bargaining unit member's appropriate 3 credit hour overload compensation. After May 31, 2013, a bargaining unit member will be compensated up to a maximum of one three-credit overload under this formula.

The College will take the necessary steps to ascertain the number of non-traditional teaching credits held by each bargaining unit faculty member at the academic year ending May 31, 2012, so that by no later than October 1, 2012 the College will provide a list of such credits for each member to the AAUP-UC Executive Committee and concurrently provide to each faculty member a list of his or her credits through May 31, 2012.

19. FRINGE BENEFITS

19.1 Definitions

The term “domestic partner” as used in this Article refers to an individual whose application for an Acknowledgment of Domestic Partnership is in accordance with Utica College policy and has been approved by the Director of Human Resources.

The term “retiree” as used in this Article, for individuals hired before June 1, 2011, refers to a bargaining unit member aged at least 55, with a minimum of 5 years of service and a minimum combination of service and age at retirement equaling at least 65. The term “retiree” as used in this Article, for individuals hired on or after June 1, 2011, refers to a bargaining unit member aged at least 62 with a minimum of 8 years of service and a minimum combination of service and age at retirement of at least 70. Unless hired on or

after June 1, 2011, all current bargaining unit members aged 50 or older as of May 31, 2004 shall be exempt from this provision.

19.2 Group Health Care Plans

The College will provide bargaining unit members a consumer driven, high deductible health care plan which includes a health savings account (HSA) feature (CDHP). Effective January 1, 2012 through December 31, 2012, the College shall pay eighty-one percent (81%) of the premiums for bargaining unit members to participate in the CDHP.

Effective January 1, 2013 through the December 31, 2015, the College shall pay eighty percent (80%) of the premiums for bargaining unit members to participate in the CDHP.

The College shall also pay eighty percent (80%) toward satisfaction of the CDHP plan deductible for such members through deposits into such members' HSA accounts, with no less than 50% of such amounts payable in the first quarter of the calendar year and 25% payable in each of the second and third quarter.

Bargaining unit members age 65 or above may participate in the College's PPO group health insurance plan (the "PPO Plan"), for which the College and the employee shall share the premium costs in the same proportion as the CDHP participants.

Prior to any change in plan design or change of plans, the College will discuss same with the AAUP-UC. Any change to plan design cannot reduce the quality of existing health care nor increase the out-of-pocket expenses, including non-premium costs, for bargaining unit members. The College shall not be responsible for any changes required by law or imposed changes initiated by the health care carrier. Subject to the foregoing, the College shall have the sole discretion to change health care carriers, provided that prior to any such change the College shall consult with the AAUP-UC Governing Board. The AAUP-UC shall be entitled to have representation at any meeting that reviews and recommends a change in health care carrier. In the event of the enactment of federal health care reform legislation or promulgation of federal or state regulations to implement such legislation which in either case impacts the ability of the College to maintain its then current health care plan, the College agrees to meet and negotiate with the AAUP-UC.

19.3 Retiree Health

- Retirees under the age of 65 may continue their enrollment in the CDHP Plan available to eligible employees by paying the corresponding premium percentages set forth above in effect at the time of retirement.
- For bargaining unit members hired before June 1, 2011, retirees age 65 through 69 shall be eligible for coverage under the College's Medicare Advantage plan at no cost to the retiree, provided that the retiree must have been enrolled in the plan at age 65 and federal Medicare benefits shall be applied as an offset to the plan. Such coverage shall also be available to spouses or domestic partners of such retirees who meet the eligibility requirements of the plan.
- For bargaining unit members hired on or after June 1, 2011, retirees aged 65 through 69 shall be eligible for coverage under the College's Medicare Advantage and shall pay the health premium contribution that is in effect at the time of their retirement. Such retirees must have been enrolled in the plan at age 65 and federal Medicare benefits shall be applied as an offset to the plan. Such coverage shall also be available to spouses or domestic partners of such retirees who meet the eligibility requirements of the plan.

- Retirees 70 or older should contact the Office of Human Resources for details concerning continuing their coverage on a full payment basis.
- Retirees residing outside of New York State for more than six months in a calendar year and who have purchased a Medicare supplement plan that supplements Medicare Parts A, B and D shall receive reimbursement for the monthly premium of such plan up to but not exceeding the current amount of the College's contribution to the premium cost of the College's Medicare Advantage plan for in-state residents.

19.4 Group Life and ADD Insurance Plan

Upon enrollment, the College shall provide group term life insurance coverage for full-time bargaining unit members in the amount of \$60,000 of life insurance coverage and \$60,000 of accidental death and dismemberment insurance coverage on a non-contributory basis.

Additional life insurance coverage in an amount up to \$500,000 shall be available to such bargaining unit members, the additional premium costs of which shall be borne by such members. Details of the Plan shall be available from the College's Office of Human Resources. Enrollment must occur within 31 days of the full-time employment date for immediate coverage, and is canceled when employment terminates for any reason other than retirement or covered disability.

Bargaining unit members shall be eligible upon employment for enrollment in a separate contributory plan for a more comprehensive Accidental Death and Dismemberment Program of Coverage. Details of the Plan are available from the Office of Human Resources.

19.5 Educational Benefits

Additional information on the following educational benefits shall be available from the College's Office of Human Resources. All such educational benefits are subject to applicable laws and regulations, including IRS regulations, as from time to time in effect. Syracuse University benefits are subject to the terms and conditions of current agreements between Syracuse University and the College and may be superseded by changes in the Syracuse University policy. Eligible students who are dependents of bargaining unit members shall be eligible for only one program at a time, and if both parents of an eligible dependent student are bargaining unit members, such student shall not receive double benefits.

Utica College Undergraduate Remitted Tuition

Bargaining unit members shall be eligible upon employment for up to fifteen (15) hours (non-cumulative) of undergraduate remitted tuition each academic year beginning with the fall semester. Bargaining unit members hired after the beginning of the fall semester shall be eligible for prorated remitted tuition subject to the guidelines available at the Office of Human Resources.

Non-academic fees, including but not limited to student activity, laboratory, technology, individual instruction, health, athletic, general and other fees, are not remitted and shall be paid by the tuition plan participant. The College shall have the right to restrict the use

of remitted tuition for certain workshop courses, non-credit courses, and special programs.

Bargaining unit members may transfer all or a portion of their remitted tuition credits, subject to a maximum of 7.5 credits per semester or summer session, to IRS dependents and spouses or domestic partners, provided the spouse or domestic partner is not also eligible for remitted tuition as a College employee or graduate assistant.

All remitted tuition benefits shall cease with termination of employment for any reason other than retirement, and a participating bargaining unit member, IRS dependent or spouse or /domestic partner shall be responsible for payment of prorated tuition from and after the date of employment termination.

Retirees shall be eligible for the same undergraduate remitted tuition benefits.

Exceptions to the terms and conditions above may be made at the sole discretion of the President.

Syracuse University Tuition Arrangements

Bargaining unit members hired on or after January 1, 2009 shall not be entitled to access remitted tuition benefits at Syracuse University. Bargaining unit members hired prior to January 1, 2009 shall have access to existing remitted tuition benefits through the 2014 spring semester at Syracuse University.

Bargaining unit members who have dependents enrolled, starting no later than the 2009 spring semester, in a four-year course of study at Syracuse University shall continue to access dependent tuition benefits through the completion of such course of study. The dependent tuition benefits shall not be available for any dependent of a bargaining unit member not enrolled in or prior to the 2009 spring semester or for any program of study not commenced in or prior to the 2009 spring semester.

Retirees shall be eligible for the aforementioned benefits subject to compliance with the relevant deadlines.

Graduate Remitted Tuition

A bargaining unit member shall be eligible for a total of twelve (12) graduate credits per year at the College, with a limit of six (6) credit hours per semester, on a space available basis only.

A bargaining unit member may transfer up to six (6) credit hours of unused graduate credits to his or her spouse or domestic partner, but not to his or her child or IRS dependent.

Child Dependent Scholarships

Upon completion of three years of continuous service, bargaining unit members shall be eligible for dependent tuition benefits.

Children (natural, legally adopted, or stepchildren claimed with IRS as dependents by the employee parent), may receive tuition scholarships applicable to full-time or part-time work in a matriculated status for studies leading to the first baccalaureate degree at the

College or, subject to the foregoing, Syracuse University. The scholarship benefit shall be equal to the minimum number of credit hours required for completion of the student's degree program. The benefit shall be limited to those total credit hours or completion of the first baccalaureate degree, whichever comes first. The student shall meet the respective institution's requirements for admission to and continuation in the academic program. Dependent children who have attended other institutions shall have their number of credit hours of scholarship reduced by the number of credit hours of study accepted for transfer from the other institution(s).

For each recipient of a child dependent scholarship the maximum benefit awarded shall be equal to the then prevailing regular tuition less the sum of all tuition assistance and state scholarships or grants for which the dependent is eligible and has been received by the dependent. The student who qualifies shall apply for all such state and federal tuition assistance awards. Failure to apply when qualified shall result in a reduction of the dependent scholarship benefit by the equivalent of the minimum amount of state scholarships/grants.

Dependent tuition benefits shall immediately terminate upon termination of employment or a change in status to less than full-time employment of the bargaining unit member parent, and the dependent continuing after that termination date shall be solely responsible for payment of the prorated tuition balance.

If a bargaining unit member with seven years of consecutive service dies, dependent tuition scholarship benefits shall be made available to surviving dependent children of the deceased member who are participating at the time of death or when such surviving dependent children become eligible for matriculation in an academic program at the College.

Such benefits shall be extended to dependent children of full-time bargaining unit members who retire from the College.

Non-academic fees, including but not limited to student activity, laboratory, technology, individual instruction, health, athletic, general and other fees, are not remitted and shall be paid by the tuition plan participant.

Spouse or Domestic Partner Dependent Scholarship

Upon completion of three (3) years continuous service, the spouses or domestic partners of full-time bargaining unit members shall be eligible for tuition scholarship awards for either full-time or part-time work in a matriculated status or studies leading to the first or second baccalaureate degree. Such scholarship benefit shall be equal to the minimum number of credit hours needed for the completion of the first or second baccalaureate degree. If receiving such scholarship benefit, spouses or domestic partners may not also receive unused credits transferable from the bargaining unit member as described above. Termination of full-time employment immediately terminates dependent scholarship benefits for the spouse or domestic partner. However, if the bargaining unit member retires or dies, his or her spouse or domestic partner matriculating in an academic program at the College and receiving a dependent scholarship aid at the time shall continue to receive these benefits under the original terms of the spouse or domestic partner's program.

Tuition Exchange Programs

The College's current membership in Tuition Exchange, Inc. and CIC Tuition Exchange is intended to enable bargaining unit members, after three (3) years of consecutive full-time service, to apply for tuition exchange benefits for their dependent children at other institutions participating in Tuition Exchange. Such benefits shall be subject to certain restrictions and are based on enrollment availability for such dependent children. Bargaining unit members should contact the Office of Human Resources for details.

Cash Grant Program

Dependent children of bargaining unit members who have completed seven (7) years of consecutive full-time service shall be eligible to apply for a cash grant benefit. Such benefit consists of payment of a cash grant, applicable to tuition only, when the dependent child attends another accredited college or university. The grant shall not exceed one thousand dollars (\$1,000) per semester and shall not exceed eight thousand dollars (\$8,000) in total. Such grant shall continue to be paid for the aforesaid period upon the death or retirement of the bargaining unit member. Syracuse University shall be included as an eligible accredited college or university.

19.6 Long-Term Disability Plan

The College shall provide, at its expense, a Long Term Disability Plan for bargaining unit members in the event of absence from work due to occupational or non-occupational injury or sickness which prevents members from performing each and every duty of his/her occupation. For members with less than one year of continuous service, long term disability benefits shall continue for up to twelve (12) months. For members with one or more years of continuous service, the following benefits shall apply:

For the first sixteen (16) weeks of long term disability the eligible member shall receive full pay.

After the first sixteen (16) weeks of long term disability through the earliest of the end of disability, age 65 or death, the eligible member shall receive 60% of base salary less any benefit reduction, including but not limited to disability benefits under Social Security or Worker's Compensation, and the College shall waive Group Life and Health Insurance premiums.

Additional details on the College's Long Term Disability Plan are available from the College's Office of Human Resources.

19.7 Retirement Plan

The College shall provide a Retirement Plan for bargaining unit members through TIAA-CREF with the current menu of investment options, as they may be amended from time to time. The current summary of the Plan has been made available to existing members. For members hired on or before May 31, 2004, the College shall contribute an amount equal to eleven percent (11%) of the member's eligible (base salary) earnings to the Retirement Plan for the account of such member. For employees hired after May 31, 2004 but before June 1, 2011, the College shall contribute a percentage of such member's eligible (base salary) earnings to the Retirement Plan as follows: 0% during year 1, 6% during years 2-4, 9% during years 5-7 and 11% during years 8 and beyond. For members hired after May 31, 2004, the College shall contribute a percentage of such member's eligible (base salary) earnings to the Retirement Plan as follows: six percent (6%) during years 1-4, nine percent (9%) during years 5-7, and eleven percent (11%) during years 8

and beyond. Details about the Retirement Plan are available from the Office of Human Resources.

19.8 Health Insurance Waiver Buyout Plan

The Health Insurance Waiver Buyout Plan shall be available to bargaining unit members who are covered under existing alternative hospitalization and major medical insurance and have opted to waive insurance coverage, as described below, available through the College. This Plan shall apply to bargaining unit members whose spouses or domestic partners currently work at the College and in such a case is limited to the Individual Plan rate referred to below.

Bargaining unit members enrolling in the Plan and exercising waiver of coverage available through the College shall receive an opt-out credit. Enrollment in the Waiver Buyout Plan shall occur each year during the open enrollment period, generally held during the month of November to be effective January 1 of the following year. The Plan shall provide the bargaining unit member with an annual lump-sum payment made payable in December of each year provided such member is employed at the time of the payment, as follows: five hundred dollars (\$500) (Individual); eight hundred dollars (\$800) (Subscriber Plus One); or one thousand dollars (\$1000) (Family Plan). The member shall provide the Office of Human Resources with proof of enrollment.

The following Plan procedures shall apply:

- The eligible bargaining unit member shall sign a properly completed waiver (to be received in the Office Human Resources prior to the expiration of the open enrollment period), not participate in College health care plans for eleven consecutive months (January through November) prior to the date of payment and be an employee at the time of payment.
- A waiver shall be required annually if the bargaining unit member wishes to continue to participate in the Plan.
- If, during the course of the year, circumstances change and a bargaining unit member experiences a qualifying event (contact the Office of Human Resources for examples) in which alternative coverage is no longer available, such member may enroll in the College plan. However, no prorated payment will be made.

20. UNION SECURITY

20.1 Current AAUP-UC members shall, as a condition of employment, continue their membership for the term of this Agreement. A new employee eligible for AAUP-UC membership after the effective date of this Agreement may, on his or her start date of employment, elect to join or not to join. If such employee chooses membership, it will be a condition of employment that he or she remains a member for the term of this Agreement. AAUP-UC membership shall be deemed maintained as long as the member tenders the required monthly dues and/or fees.

21. CHECK-OFF

- 21.1 Each AAUP-UC member shall provide the following letter of authorization in writing to the College upon commencement of membership:

To: Utica College

I hereby authorize you to deduct and withhold from my salary on a pay period basis, the amount specified as dues and initiation fee (if any) by AAUP-UC, and paid to the Treasurer of AAUP-UC, Burrstone Road, Utica, New York 13502, or at whatever address AAUP-UC may specify if same is changed following the signing of the authorization. This authorization will remain in effect until revoked in writing, bearing the date revoked and my signature. I release Utica College from any and all liability for making this check-off from my pay.

Date:

Name - Print

Name - Signature

Social Security Number

Upon receipt of the foregoing authorization and its continuance in force, the College shall deduct from the member's pay for each pay period an amount equal to the semi-monthly membership dues and initiation fees in AAUP-UC and transmit the money thus deducted, together with a list of names of the employees from whose earnings the deductions were made, to Treasurer, AAUP-UC. No deduction shall be made for any amount of money greater than one (1) month's monthly membership dues and initiation fees.

AAUP-UC shall certify in writing and submit to the College the amount of its regular monthly dues and initiation fees to be deducted from time to time under the provisions of this Article. If the amount of regular monthly dues or initiation fees shall change during the term of the Agreement, AAUP-UC shall certify in writing to the College the nature and effective date of the change, thirty (30) calendar days prior to the change. AAUP-UC shall indemnify and hold harmless the College from and against any liability, claim expense or loss arising by reason of the College's compliance with this Article.

22. UNIT AND ADMINISTRATION MEETINGS

- 22.1 There shall be at least one meeting per semester between the President of the AAUP-UC and the President of Utica College to discuss issues relating to administration of this Agreement or opportunities to provide for more efficient administration of this Agreement or to address matters not covered by this Agreement. The President of the AAUP-UC and the President of the College may form a committee to discuss such problems and report to both presidents recommendations for addressing such issues or opportunities. If the Presidents agree to such recommendations requiring an amendment to this Agreement, a memorandum of understanding shall be negotiated in good faith and executed and implemented as soon as possible. In addition, there shall be an annual informal review and audit of the administration of this Agreement, to be held during the first calendar quarter of each year, and to include the internal members of the negotiating

teams of each party. The members shall communicate their collective findings and conclusions in writing to the President of the AAUP-UC and the President of the College.

The President of the AAUP-UC shall be given a three (3) credit hour load reduction per semester for his or her term in office.

23. DURATION

23.1 This Agreement shall become effective on June 1, 2011, and shall continue in effect until May 31, 2015, at midnight, and shall be automatically renewed from year to year thereafter unless at least one hundred twenty (120) days prior to the termination date either party serves written notice on the other of a desire to amend or modify the Agreement.

24. SUCCESSOR CLAUSE

24.1 This Agreement shall apply to the successors and assigns of the College and the AAUP-UC. It is understood that any such College successor shall recognize the AAUP-UC as the sole bargaining agent for the purpose of collective bargaining with respect to all terms and conditions of employment as set forth in this Agreement. This successor clause and the requirements herein shall expire on May 31, 2015.

25. SIGNATURES

25.1 The undersigned are duly authorized representatives of Utica College and the AAUP-UC and hereto have executed this agreement on the date and year indicated below.

For the College:

For AAUP-UC:

by: Todd S. Hutton
President, Utica College

by: Laurence G. Zoeckler
President, AAUP-UC

[OTHER SIGNATORIES TO BE ADDED]

Date: _____