

**AGREEMENT  
BETWEEN  
UTICA COLLEGE  
AND  
AMERICAN ASSOCIATION  
OF UNIVERSITY PROFESSORS  
UTICA COLLEGE CHAPTER**

**Expires May 31, 1997**

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**ARTICLE I  
PREAMBLE**

This is an agreement made and entered into July 1, 1995 by and between Utica College (hereinafter called the employer or the College) and Utica College's Chapter of American Association of University Professors (hereinafter called AAUP-UC). In reference to the Chief Administrative Officer of the College, whenever the term President is used in this Agreement, the parenthetic (or designee) is automatically deemed a part of the term.

**ARTICLE II  
PURPOSE AND INTENT**

The purpose of this Agreement is to promote and maintain a good relationship between the College and the AAUP-UC and to insure that there shall be such practices as will serve the cause of collegiality and bargaining unit member involvement in the design and development of Utica College as a viable institution. Both parties agree to strive together to insure the highest quality of service and professional standards of education. It is with these goals in mind that they have entered into this collective bargaining Agreement.

**ARTICLE III  
RECOGNITION**

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 faculty members including non-tenured faculty members employed by terminal contracts; Librarians I, II, or III; Program Directors; Higher Education Opportunity counselors and coordinators; field work counselors; and visiting faculty and librarians employed by Utica College, but excluding all part-time faculty members; exchange faculty; non-professional employees; administrative personnel; Dean of Utica College; Associate Deans; Director of Continuing Education and Summer Sessions; Director of the Library; Director of the Higher Education Opportunity Program; and all guards and supervisors as defined by the Act; and all other employees.

**ARTICLE IV  
MANAGEMENT RIGHTS**

Except as otherwise specifically provided herein and subject to the terms of this contract, all rights, functions and prerogatives of management will remain vested in Utica College, such as, but not limited to, the right to determine open positions, (see Article IX, A), to decide qualifications of applicants (see Article IX, A), to appoint, renew

or not renew appointments (see Article IX, B), to grant tenure (see Article IX, C, 1), to promote rank (see Article IX, D), develop or reduce or eliminate programs of study (see Article XV), to determine and schedule the academic year, to decide the direction the College will take on financial matters, and the control and development of all of its properties.

## **ARTICLE V AGREEMENT SUBJECT TO APPLICABLE LAW**

In the event any applicable law or court or administrative order or ruling shall be in conflict with any provision of the Agreement, the provision in such conflict shall be made by mutual agreement to conform to the law, order, or ruling, and otherwise the Agreement shall continue in full force and effect.

## **ARTICLE VI NONDISCRIMINATION**

It is agreed that AAUP-UC and the College affirm their commitment to Equal Opportunity/Affirmative Action and neither will discriminate against any employee or applicant for employment, or any AAUP-UC member because of race, creed, color, age, national origin, sex, sexual preference, disability, disabled veterans, veterans of the Vietnam era, marital status, lawful political activity (assuming such activity or affiliation does not conflict or interfere with performance of College duties), or the employee's activity in the AAUP-UC, to the extent that discrimination is prohibited by law.

## **ARTICLE VII ACADEMIC FREEDOM**

The bargaining unit member is entitled to freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties.

The bargaining unit member is entitled to freedom in the classroom in discussing his/her subject but care should be taken not to introduce the teaching of controversial matter which has no relationship to his/her subject.

Utica College bargaining unit members, as citizens and members of learned professions, recognize the urgency of their obligations in the light of their responsibilities to the subjects they teach, to their students, to their profession and to the College. As persons of learning, they should remember that the public may judge the profession and the College by their utterances. Hence, they should at all times be accurate, exercise appropriate restraint, show respect for the opinions of others and make every effort to indicate that they are not institutional spokespersons.

## **ARTICLE VIII GOVERNANCE**

### **COMMITTEES**

All committees will report their deliberations and recommendations to the President through the College Council or other such representative body.

Elected or appointed members of the various committees shall not serve on more than one standing committee at any one time with the exception of the AAUP-UC Hearing Committee and the Executive Committee. The term of office shall be for two (2) years and restricted to one (1) additional consecutive term.

In the event that the President rejects the recommendations of a committee, he/she will give reasons for his/her rejection.

The President may, at his/her discretion or upon invitation, attend committee meetings as a nonvoting member. Nothing in this contract shall preclude student representation on committees (excluding Hearing Committee and Executive Committee) providing the student members do not exceed 20% of the committee; any student representatives on the Faculty Affairs Committee shall be non-voting members.

#### **1. EXECUTIVE COMMITTEE**

An Executive Committee will consider and develop proposals with respect to the academic and student programs of Utica College that are not the concern or responsibility of any standing committee as outlined in this Agreement. Nothing in this understanding shall preclude the recommendation or deliberation of committees not outlined in this Contract from presenting their findings to the President.

The Members of the AAUP-UC Governing Board as elected and/or appointed by the members of the Bargaining Unit will constitute the Executive Committee. Members of the Executive Committee may serve on one other standing committee with the exception of the Grievance Officer who may not serve on the Faculty Affairs Committee.

#### **2. FACULTY AFFAIRS COMMITTEE**

The Faculty Affairs Committee will consider applications for tenure, permanent appointment of librarians, promotion, appeals of negative decisions concerning reappointment of probationary faculty, requests for sabbatical leaves, and emeritus status, and other matters and proposals affecting the status of members of the bargaining unit.

The Committee shall be composed of nine (9) members with tenure or permanent appointment elected by members of the bargaining unit. The Committee will be composed of at least three (3) professors and three (3) associate professors or Librarians II or III. The committee will be chaired by the Dean of the College, who is a non-voting member. Every effort will be made to include at least one (1) woman and/or minority on the committee and one representative from each of the five (5) divisions. Members will not serve in the year they are candidates for promotion. Members will excuse themselves when any matters concerning them are before the Committee. The Grievance Officer of the AAUP-UC may not serve on the Faculty Affairs Committee.

### **3. CURRICULUM COMMITTEE:**

The Curriculum Committee shall consist of five elected faculty members and one professional librarian and one administrator appointed by the President. The Dean of the College and the Registrar will be non-voting members. The Committee will elect its own chairperson and secretary.

#### **A. Function and Authority**

The Curriculum Committee Shall:

1. review and recommend to the President changes in course numbers and changes in course titles and descriptions;
2. recommend to the President changes in numbers of credit hours granted, changes in or additions to the courses and curricula offered by the College;
3. recommend to the President standards and policies governing all permanent courses and curricula offered by the College;
4. receive recommendations, study and/or initiate action in regard to any curricular matters that are of concern to the College.

### **4. ACADEMIC STANDARDS COMMITTEE**

The Academic Standards Committee shall consist of six (6) members elected from the bargaining unit in a manner determined by AAUP-UC.

#### **A. Function and Authority**

The Academic Standards Committee shall:



1. recommend to the President regulations affecting any aspect of academic standing (such as attendance, withdrawal, eligibility, advanced credit, etc.);
2. recommend to the President approval standards for honors and probation;
3. recommend action on all petitions involving academic regulations and changes of grades already entered on the record;
4. review the records of, and recommend action on, students having academic deficiencies;
5. recommend for the President's approval admissions standards and procedures, and standards governing transfer of credit from other institutions;
6. receive recommendations, study and/or initiate action in regard to any academic or pedagogical matters that are of concern to the College.

## **5. AAUP-UC HEARING COMMITTEE**

The AAUP-UC Hearing Committee (hereinafter called Hearing Committee) shall consist of five members of the Bargaining Unit elected as determined by the AAUP-UC. [At least three members shall be tenured members of the faculty.] Upon written request of the affected bargaining unit member to the chairperson of the Hearing Committee, the Committee shall review (1) cases in which there is an allegation of violation of academic freedom as defined in this Agreement, (2) cases in which there is an allegation that the procedures for renewal/non-renewal of appointment, tenure, or promotion employed by the Faculty Affairs Committee or the President of the College were inconsistent with the provisions of this Agreement, or (3) appeal of decisions of dismissal for cause for faculty with continuous tenure, as described in Article IX,F.

In cases of alleged procedural violations, the Committee will not substitute its judgments on the merit of actions by any body above, but shall be restricted to determining whether or not the procedures employed were consistent with this Agreement. Upon substantiated and documented findings of procedural violations, the Hearing Committee shall remand the case for reconsideration by the appropriate body (or bodies). Such reconsideration should address specifically the procedural defect cited by the Hearing Committee, and should be completed in a timely manner. The Hearing Committee shall determine what constitutes a violation of procedure in the above matters, but the Committee must assume responsibility for documenting that the alleged violation has occurred.

Any member of the Committee who has a bias or interest concerning a case before the 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. The Executive Committee shall appoint a temporary substitute.

## **6. CONSULTATION**

The Dean and/or the Associate Deans shall consult bargaining unit members, directly, fully and without delay, on matters affecting curriculum and staffing in their disciplines, including appointments of academic program directors and coordinators. This consultation should seek to maximize opportunities for meaningful input from bargaining unit members in the affected Division.

## **ARTICLE IX FACULTY**

### **A. APPOINTMENTS AND REASSIGNMENTS**

Requests for new positions or replacements for faculty positions originate with Associate Deans, program directors, or faculty within the discipline in which the position is sought, or the President. 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 President is required before the appointment can be made.

Individual faculty members may teach particular courses that they are qualified to teach in other divisions with the concurrence of the Associate Deans and the approval of the President.

If a faculty member's request for reassignment to a different division is approved by the President after consultation with the affected divisions, the faculty member's promotion and tenure recommendations will be made only by the tenured faculty of the division to which the faculty member has been reassigned.

Up to a maximum of three (3) years full-time service at another college or university may be credited to the new faculty member. The exact number of years credited will be negotiated between the new faculty member and the Associate Dean of the relevant division 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 Associate Dean and the new faculty member cannot reach an agreement, the President of the College will make a final and binding decision.

## **B. RENEWAL OF APPOINTMENTS**

The recommendation to 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/her Associate Dean after consultation with the tenured faculty of the Division in a meeting called for that purpose. The recommendation is subject to the approval of the President. In cases where nonrenewal is recommended by the Associate Dean, the affected bargaining unit member shall have the right to present his/her case in person to the President. Declaration of intent to present his/her case to the President must be made, in writing, within ten (10) working days of notification of nonrenewal of appointment. The affected bargaining unit member shall have the right to request the assistance of another bargaining unit member in presenting his/her case to the President. Faculty members in their fourth or fifth year of service at the College whose renewal of appointment is not recommended by the Associate Dean and the tenured faculty of the Division shall have their cases considered by the Faculty Affairs Committee. An individual who has elected to accept two or three years credited service upon appointment has waived the right to a Faculty Affairs Committee review of a negative decision for renewal in the fourth or fifth year of credited service at the College.

## **C. TENURE**

Tenure is the granting of a continuing appointment at Utica College to the faculty members represented by the AAUP-UC who have served a probation period and who have met the criteria outlined in this section. Tenure may be terminated for financial exigency, discontinuation of academic programs, or for adequate cause. In the case of termination of tenure for cause, the burden of proof concerning the cause rests with the College.

The maximum probation period at Utica College is seven years. Notice should be given at least one year prior to the expiration of the probation 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, persons applying for leave of absence under conditions which they feel should be afforded such consideration can apply to the Faculty Affairs Committee for consideration of time in rank credit based on the academic merit of the particular experience associated with the leave.

The probation period gives candidates time to prove themselves, and their colleagues time to observe and evaluate the candidates on the basis of performance in their position rather than only on the basis of education, training, and recommendations.

## **1. PROCEDURES**

Faculty members under consideration for tenure are responsible for updating their Summary of Professional Activities Form and submitting to their Associate Deans any additional material which they think may help in consideration of their professional circumstances. To help in its deliberations the Faculty Affairs Committee will receive a recommendation from the relevant Associate Dean, who may appear before the Committee, a recommendation from the tenured faculty of the candidate's division, relevant materials submitted by the candidate, and any other materials deemed necessary by the Committee.

The Faculty Affairs Committee recommends to the Administration that tenure be granted or denied. In the event of an irreconcilable disagreement, the recommendations of both the Faculty Affairs Committee and the Dean of the College will be forwarded to the President for his/her consideration. The decision to grant or deny tenure is ultimately the prerogative of the President and the Board of Trustees of Utica College. Candidates will be notified in writing by the President of the award or denial of tenure.

## **2. CRITERIA**

The criteria for tenure must include the expected accomplishments listed in the evaluation categories in this section. In addition, the candidate is expected to have the appropriate educational background, which in most cases would be the terminal degree in his/her field. However, while the terminal degree is normally expected, under some circumstances candidates without such a degree may be considered for tenure. Finally, other specific needs of the candidate's academic division, such as balance and future plans concerning the direction of the division and the College, will be used in making the tenure decision.

Evaluation categories will be as follows:

a. **Teaching.** The candidate should show outstanding ability and interest in teaching. In addition to evaluating classroom performance, the Committee will consider the candidate's activities as an academic advisor and work done with students outside the classroom. The Committee may use student opinionnaires and evaluation by colleagues in judging teaching performance. Creative teaching, the innovation of courses and programs, and the improvement of existing courses will also be taken into consideration.

b. **Professional Accomplishment.** The candidate should show evidence of creative activity in his/her field. Scholarly publication, including either books or articles in reputable journals, is one measure of professional accomplishment. The Committee

will consider other evidence of creative activity besides publication. Publication is desirable but not absolutely necessary for tenure and promotion.

c. **Service.** A candidate should show evidence of meritorious service to the teaching profession, the College, and the community at large. Service in the AAUP-UC shall be recognized as such service.

#### **D. PROMOTION**

The Associate Dean will request a current Summary of Professional Activities from the candidate, which the Associate Dean will review prior to submitting it to the Faculty Affairs Committee. The Associate Dean will call a meeting of the tenured members of the faculty of the division to discuss the qualifications of the candidates who have chosen to be considered for promotion. The vote and recommendations of the tenured members of the division will be forwarded to the Faculty Affairs committee. The Associate Dean will also submit an independent recommendation to the Committee.

The Faculty Affairs Committee recommends to the Administration that promotions be granted or denied. In the event of an irreconcilable disagreement, the recommendations of both the Faculty Affairs Committee and the Dean of the College will be forwarded to the President for his/her consideration. The decision to grant or deny promotion is ultimately the prerogative of the President and the Board of Trustees of Utica College. Candidates will be notified in writing by the President of the award or denial of promotion.

##### **1. Procedures for Faculty Promotion**

a. **Educational Background.** Although the terminal degree is normally considered essential, lack of such a degree will not preclude candidates from consideration for promotion provided they have the other prerequisites listed below.

##### **b. Time in Rank**

###### **(1) To be considered for promotion:**

- (a) from Instructor to Assistant Professor, candidates must be serving in no less than the second year of their instructorship;**
- (b) from Assistant Professor to Associate Professor, candidates must be serving in no less than the fourth year of their assistant professorship;**
- (c) from Associate Professor to Professor, candidates must be serving in no less than the fifth year of their associate professorship;**

(2) Variations from these minimum time requirements will be considered only under conditions of the most exceptional performance with regard to the stated criteria for promotion, and require recommendation of the Associate Dean and the tenured faculty of the candidate's division to come before the Faculty Affairs Committee for a vote as to whether or not to consider such a promotion.

(3) No one is entitled to promotion merely because of length of service. Accomplishment and not time in rank is the essential criterion.

(4) Leaves of absence or sabbaticals are not normally considered as periods of service in rank. However, persons applying for leaves of absence under conditions which they feel should be afforded such consideration may apply to the Faculty Affairs Committee for consideration of time in rank credit, based on the academic merit of the particular experience associated with the leave.

(5) Exchange teaching, approved by the college administration, will be granted time in rank service.

(6) There will be a one-year limit on such leave credit.

(7) In all cases, approval of time in rank credit should be obtained from the President before undertaking the leave of absence.

## **2. Evaluation Categories:**

a. **Teaching.** The candidate should show outstanding ability and interest in teaching. In addition to evaluating classroom performance, the Committee will consider the candidate's activities as an academic advisor and work done with students outside the classroom. The Committee may use student opinionnaires and evaluation by colleagues in judging teaching performance. Creative teaching, innovation of courses and programs, and the improvement of existing courses will also be taken into consideration.

b. **Professional Accomplishment.** The candidate should show evidence of creative activity in his/her field. Scholarly publication, including either books or articles in reputable journals, is one measure of professional accomplishment. The Committee will consider other evidence of creative activity besides publication. Publication is desirable but not absolutely necessary for promotion.

c. **Service.** A candidate should show evidence of meritorious service to the teaching profession, the College, and the community at large. Service in the AAUP-UC shall be recognized as such service.

d. **Leadership.** For promotion to Professor the candidate should have demonstrated leadership in any or all of the above (a,b,c) evaluation categories. Leadership cannot be succinctly defined but will be considered as "leadership by example."

## **E. PROCEDURES FOR APPEAL**

Applicants for promotion, tenure, and reappointment who are rejected by the Faculty Affairs Committee or the President have the right to appeal the decision. (For appeals pertaining to procedure, see Article VIII,5). The intent to appeal must be forwarded in writing within ten (10) working days of the receipt of the decision to the Dean and the Chair pro tempore of the Faculty Affairs Committee. The burden of proof rests with the appellant. The proceeding of appeal will commence within fourteen (14) working days after receipt of the written intent to appeal.

The affected bargaining unit members have the right to present their objections to the decisions to the Dean and/or Committee. They have the right to present their cases with the assistance of a bargaining unit member of their choosing.

Matters involving tenure, promotion, and reappointment are not subject to the grievance procedures outlined in Article XVI but are limited to the procedure outlined in this Article.

## **F. TERMINATION OF APPOINTMENTS WITH CONTINUOUS TENURE OR OF PROBATIONARY APPOINTMENTS BEFORE THE END OF THE SPECIFIED TERM.**

### **1. DISMISSAL PROCEDURES**

a. Dismissal of faculty members with continuous tenure, or of probationary appointment before the end of the specified term, may occur for adequate cause such as, but not limited to, disregard of duties, incompetence, moral turpitude, or actions which knowingly disrupt the educational processes and functions of the College. Dismissal will not be used to restrain faculty members in their exercise of academic freedom or their constitutional rights. The burden of demonstrating adequacy of cause shall rest with the administration.

b. Dismissal of a faculty member for cause will be preceded by: (1) discussions between the faculty member and appropriate administrative officers looking toward a mutual settlement; (2) informal inquiry by the Faculty Affairs Committee which may, failing to effect an adjustment, determine whether in its opinion dismissal proceedings should be undertaken, without its opinion being binding upon the President; (3) a statement of reasons, framed with particularity by the President.

c. During the preliminary proceedings or any ensuing formal proceedings, the faculty member may be suspended, or assigned to other duties in lieu of suspension. A suspension which is intended to be final is a dismissal and will be treated as such. Salary will continue during the period of the suspension.

d. If no resolution can be reached in the preliminary proceedings stated in b., the AAUP-UC may decide to initiate a formal proceeding. An arbitration panel comprised of a member of the Utica College faculty, a Utica College administrator, and an arbitrator agreed upon by the two aforementioned parties, shall be constituted. The selection of the arbitrators and the procedures for the formal proceedings shall follow the American Arbitration Association rules.

e. In those dismissal cases where the AAUP-UC decides against the formal proceedings described in d., the bargaining unit member shall be permitted to proceed to arbitration independently, bearing those costs that the AAUP-UC would normally assume. The faculty member shall have the opportunity to select counsel of his or her choice at the faculty member's expense.

- f.
1. The submission to arbitration by any party must occur within ten (10) working days of receipt of the President's statement of reasons noted in 2., b., (3). The decision of the arbitrators shall be final and binding to both parties.
  2. The arbitrators shall have no power to add to, or subtract from, or change any provision of this Agreement, nor shall they have the power to imply any obligation not expressly set forth in this Agreement.
  3. The fees and expenses of the arbitrators shall be shared equally by the College and submitter.
  4. Unless the dismissal is submitted to arbitration within the ten (10) working days noted herein set forth, and which may be extended only by the written consent of both the College and submitter, it shall be deemed that the parties have waived the right to arbitration and the matter shall be deemed closed.

## G. SABBATICAL LEAVES

Tenured faculty members are eligible for a sabbatical leave every seventh year. This leave may be for one semester at full pay or for one academic year at half pay and benefits. Detailed application, accompanied by the Associate Dean's recommendation, must be submitted to the Dean of the College by December 1 of the previous year. The Faculty Affairs Committee will recommend sabbatical leaves for the Dean's approval on



the basis of the proposal's academic merit and the expected benefit to the College. The Committee's recommendations are not open to appeal.

#### **H. EMERITUS STATUS**

- 1. A faculty member shall have completed a minimum of ten (10) years of service at Utica College to be eligible for emeritus status recommendation.**
- 2. The faculty member must be in good standing at Utica College.**
- 3. A faculty member with fifteen (15) years in rank may, upon recommendation of tenured members of his/her division and his/her Associate Dean, be considered by the Faculty Affairs Committee for a terminal promotion at the time emeritus status is granted. The committee's decision is not open to appeal.**
- 4. Upon granting of Emeritus Status, the bargaining unit member shall receive free use of the College library, recreational facilities, and the current faculty discount at the college bookstore and for intercollegiate sports.**

#### **I. WORKLOAD**

The workload of each division shall be planned so that the Division and its members can provide for the student credit hours of courses throughout the day and evening for each semester. The scheduling of courses shall be the responsibility of the Associate Dean for each division.

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

2. Each full-time faculty member, in addition to the foregoing, shall be required to advise students as assigned by the Associate Dean or Dean, to attend scheduled meetings of the Division and the College, including Commencement and Convocation, to provide accurate and timely reports as requested by the College concerning student evaluations and enrollment; shall arrange, schedule, and hold office hours at times reasonably convenient to students; assist in registration and orientation during the academic year, provide syllabi, administer teaching evaluations in their classes, and complete other appropriate college duties.

3. In those cases where the nature of the workloading as outlined so far is inappropriate, the following provisions will be employed:

a. The affected faculty member will submit in writing with the assistance of the President of the AAUP-UC to the Associate Dean the planned workloading (consistent with the needs of the approved program) for each semester. Upon approval of the plan by the Associate Dean, the plan will be submitted for approval to the President by the Associate Dean.

b. In those cases where a faculty member has more than three (3) course preparations in a semester, or extra heavy responsibilities other than classroom instruction are required of a faculty member, a commensurate reduction in teaching load may be approved by the President.

c. Such special arrangements for faculty when approved shall be forwarded to the AAUP-UC.

## **ARTICLE X LIBRARIANS**

### **A. APPOINTMENTS**

All appointments to the position of librarian will be made by the Director of the Library on a fiscal year basis. A search committee of three will be created from the professional staff to assist and recommend candidates to the Director for appointment to open positions.

The probation period gives candidates time to prove themselves and their colleagues time to observe and evaluate the candidates 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 probation period. If the first year of employment involves an appointment which begins after October 15, that year shall not count toward the three year probation period.

### **B. RENEWAL OF APPOINTMENTS**

The decision to renew or not to renew appointments prior to the granting of permanent appointment is the prerogative of the Director of the Library working in concert with the librarians holding permanent appointment in a meeting called for that purpose. The decision is subject to the approval of the President.

Notice of nonreappointment, or of intention not to recommend reappointment, should be given in writing in accordance with the following standards:

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.
3. At least twelve months before the expiration of an appointment after two or more years in the institution.

## **C. PERMANENT APPOINTMENT**

### **1. Procedure**

Librarians under consideration for permanent appointment are responsible for updating their Summary of Professional Activities Form and submitting to the Director of the Library any additional material which they think may help in consideration of their professional circumstances. The Director of the Library will call a meeting of the librarians holding permanent appointment to discuss the qualifications of the candidates who are being considered. When there are fewer than three librarians with permanent appointment, the Dean of the College in consultation with the Director of the Library may appoint a maximum of two (2) voting representatives to this meeting. The vote and recommendations of this meeting will be forwarded to the Faculty Affairs Committee. The Director of the Library will also submit an independent recommendation to the Committee. To help in its deliberations the Faculty Affairs Committee may also receive relevant materials submitted by the candidate and any other materials deemed necessary by the committee.

The Faculty Affairs Committee recommends to the President for his/her approval that permanent appointment be granted or denied. Candidates will be notified in writing by the President of the award or denial of permanent appointment.

### **2. Criteria**

The criteria for permanent appointment must include the expected accomplishments listed in this section.

Evaluation categories will be as follows:

(a) **Librarianship:** Candidates should demonstrate excellence in the acquisition, organization or retrieval of library resources. Evaluation by colleagues, creative or innovative activities within specific areas of responsibility may be considered in judging performance.

(b) **Professional Accomplishment:** Candidates should demonstrate participation in professional activities in the areas of academic librarianship such as, but not limited to, library consortia and network development, computer applications, and professional organizations.

(c) **Service:** Candidates should show evidence of meritorious service to librarianship, the College, and the community at large.

#### **D. PROMOTION**

The Director of the Library will request a current Summary of Professional Activities from the candidate which the Director of the Library will review prior to submitting it to the Faculty Affairs Committee. The Director of the Library will call a meeting of the librarians holding permanent appointment to discuss the qualifications of the candidates who have chosen to be considered for promotion. When there are fewer than three librarians holding permanent appointment, the Dean of the College in consultation with the Director of the Library may appoint a maximum of two (2) voting representatives to this meeting. The vote and recommendations of the meeting will be forwarded to the Faculty Affairs Committee. The Director of the Library will also submit an independent recommendation to the Committee.

Recommendation for promotion for librarians will be made to the President by the Faculty Affairs Committee. Candidates will be notified in writing by the President of the award or denial of promotion.

1. **Education:** The MLS 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.

2. **Time in rank:** To be considered for promotion in rank:

(a) from Librarian I to Librarian II; candidates must have completed no less than two years in the rank of Librarian I.

(b) from Librarian II to Librarian III; candidates must have completed no less than three years in the rank of Librarian II.

No one is entitled to promotion merely because of length of service. Accomplishment and not time in rank is the essential criterion.

3. The evaluation categories are the same as those used for evaluating candidates for permanent appointment.

#### **E. PROCEDURES FOR APPEAL**

Applicants for promotion or permanent appointment who are rejected by the Faculty Affairs Committee or the President have the right to appeal the decision. (For appeals pertaining to procedure, see Article VIII,5). The intent to appeal must be forwarded in

writing within ten (10) calendar days of the receipt of the decision to the President and the Chair pro tempore of the Faculty Affairs Committee. The burden of proof rests with the appellant. The proceeding of appeal will commence within fourteen (14) calendar days after receipt of the written intent to appeal.

The affected bargaining unit members have the right to present their objections to the decisions to the President and/or Committee. They have the right to present their cases with the assistance of a bargaining unit member of their choosing.

Matters involving promotion or permanent appointment are not subject to the grievance procedures outlined in Article XVI, but are limited to the procedure outlined in this Article.

#### **F. REDUCTION OF LIBRARIAN STAFF**

In the event of a reduction in staff of professional librarians, the librarian with least service will be affected first, providing the more senior librarian has the skill and ability to perform the required work. In the event that a librarian with three or more years of service is terminated for cause, the affected librarian has the right to present his/her objections to the decision to the Faculty Affairs Committee and/or to the President, with the assistance of a bargaining unit member as he/she decides, within 10 calendar days of notice of termination. Termination for cause is not subject to the grievance procedure as outlined in Article XVI but is limited to the aforementioned review.

#### **G. VACATION**

Vacation of twenty (20) days will be granted on the one year anniversary date of full employment and on each subsequent July 1. Vacation is to be taken at the mutual convenience of the Librarian and the Director of the Library and must be taken during the fiscal year (July 1 - June 30) in which it is granted. Vacation not taken by June 30 of the year in which it was granted will be forfeited.

During the probation year, but within the fiscal year in which he/she will attain one full year of service, with the approval of the Director of the Library, a librarian may schedule vacation time without pay, and be reimbursed at the end of the full year of service.

Librarians who are actively employed also receive one-half the number of working days which occur during the student vacations at the end of the fall term and during the Spring vacation. All librarians are eligible upon employment. These short periods must be taken during the recess or, if a librarian must cover a schedule during one of these periods, compensatory time is to be taken within a reasonable time thereafter, preferably within one month. Such vacation time will be taken at the mutual convenience of the employee and the Library Director.

If a written request is sent by the employee to the Office of the Comptroller at least ten (10) working days prior to a scheduled vacation, a check for any pay day falling within the scheduled vacation will be available on the day before the vacation commences.

## **H. LEAVE OF ABSENCE**

Upon completion of one year's credited service, a librarian may apply for a leave of absence, with or without pay and/or benefits depending on the purpose of such leave. Leaves may be requested for a period up to one year (12 months) and are subject to the final approval of the President, based on recommendation by the Director of the Library.

Applications for leaves of absence should be submitted to the Director of the Library at least six (6) months before the requested start date of the leave. Application should include all details and accompanying statements necessary for the Director of the Library to process the recommendations. The Leave of Absence may not be used to accept paid employment elsewhere during the period of the leave except that the recipient of a leave may receive financial assistance in the form of fellowships, grants, honoraria or scholarships without prejudice to the conditions of the leave.

Service credits do not normally accumulate during the leave although service acquired prior to the leave will be protected during the period of the leave. However, persons applying for a leave of absence under conditions which they feel should be afforded such consideration can apply to the Faculty Affairs Committee for consideration of service credit based on the academic merit of the particular experience associated with the leave.

Failure to return to work upon expiration of leave or acceptance of employment elsewhere during the period of leave will be considered voluntary termination.

## **ARTICLE XI HEOP REPRESENTED PERSONNEL**

### **A. APPOINTMENTS**

All appointments to the staff of HEOP will be made by the Director on a fiscal year basis. The first full year of employment is recognized as the probation period. Upon satisfactorily completing the probation period the employee will be informed in writing that he/she has been granted a permanent appointment. During the probation period the employee who has not been judged to meet the requirements of the position can be terminated with one month's notice. Employees with more than one year of service will be granted three months notice of termination (except for cause).

## **B. REDUCTION OF STAFF**

In the event of a reduction in staff of HEOP personnel, the employee with the least service will be affected first, providing the more senior employee has the skill and ability to perform the required work.

## **C. VACATION**

Vacation of twenty (20) days shall be granted on the one year anniversary date of full employment and on each subsequent July 1. Vacation is to be taken at the mutual convenience of the employee and the Director and must be taken during the fiscal year (July 1-June 30) in which it is granted. Vacation not taken by June 30 of the year which it is granted will be forfeited.

During the probation year, but within the fiscal year in which he/she will attain one full year of service, with the approval of the Director, an employee may schedule vacation time without pay, and be reimbursed at the end of the full year of service.

Employees who are actively employed also receive one-half the number of working days which occur during the student vacations at the end of the Fall term and during Spring vacation. All employees are eligible upon employment. These short periods must be taken during the recess or, if an employee must cover a schedule during one of these periods, compensatory time is to be taken within reasonable time thereafter, preferably within one month. Such vacation time will be taken at the mutual convenience of the employee and the HEOP Director.

If a written request is sent by the employee to the Office of the Comptroller at least ten (10) working days prior to a scheduled vacation, a check for any pay day falling within the scheduled vacation will be available on the day before the vacation commences.

## **ARTICLE XII BARGAINING UNIT PERSONNEL FILES**

1. The College will maintain one central personnel file on each employee covered by this contract in the Administrative Office located in DePerno Hall. This provision shall not preclude the accumulation of a file in the appropriate division office.

Each employee will have the right to review contents in his/her Division file and Central Personnel file, dating from the first day of employment. Such review will be carried out at a reasonable time and on an appointment basis in the presence of the chief academic officer (or his/her designee).

2. If, in the opinion of the bargaining unit member, the file contains erroneous or irrelevant information the unit member may request the removal of the information by the Associate Dean or Dean. If the matter is not resolved to the satisfaction of the bargaining unit member, the unit member will have the right to reduce his/her objections or suggested corrections to writing which will be included as part of the file.
3. The employee will also have the right to review all work performance evaluations including peer evaluations for probationary appointments that become part of the unit member's record.
4. Persons having access to the files will be limited to the President or his/her designee and on a need to know basis relative to the administrators duties and responsibilities.

### **ARTICLE XIII PROFESSIONAL AND OUTSIDE ACTIVITIES**

1. Professional activities of the bargaining unit members are generally understood to encompass efforts that will enhance the professional stature of the participants. Teaching, research, and writing and publishing, conduct of and participation in meetings of learned societies and professional associations, conduct of and participation in seminars, conferences, and workshops are included in professional activities encouraged by the College. Performance and promotion of professional activities by the member is a departmental interest and the responsibility of the Associate Dean and the President.
2. Members of the bargaining unit, upon the approval of the President, may perform outside services for remuneration during the academic year, providing:
  - a) Prior to the undertaking of such additional services a timely notice must be submitted to the President furnishing essential information for approval.
  - b) The services will not be performed at times that conflict with College duties and responsibilities.
  - c) No member of the bargaining unit may provide services in a matter that will bring him/her into opposition to the interest of the College.
  - d) The person providing services must notify his client that he represents himself, not the College, and the College is not a party to the agreement. The college in no way is responsible or liable for the performance or results of such services.



e) Payment for such services is a matter between the client and the bargaining unit member. The college will not act as an agent for either party.

3. The president, in his/her sole discretion, may grant additional monies to support participation in the program of an approved professional conference by a bargaining unit member, from defraying other expenses incurred by members in the performance of their duties, to provide retraining in new areas of professional expertise, and may award grants for research projects and/or the development of new courses and programs.

#### **ARTICLE XIV ASSOCIATION RIGHTS**

1. The College will furnish a bulletin board to be located on the second floor of the Administration Building for use of the AAUP-UC.

2. The College will furnish adequate office space for the AAUP-UC. In return, the AAUP-UC established an endowed scholarship to benefit students at Utica College. An annual award will be presented.

3. The College will make reasonable efforts to continue parking benefits without cost, secretarial services, duplicating facilities, dining facilities and reasonable use of facilities for AAUP-UC purposes on a reservation basis. It is understood that the bargaining unit will pay for any labor or supplies for services expended for AAUP-UC matters.

#### **ARTICLE XV REDUCTION IN FORCE**

In the event of a reduction in academic offerings, elimination of programs, and/or financial exigency, which results in the reduction of personnel covered by this Agreement, the following procedures will be followed:

1. When feasible, the process of natural attrition shall be used to achieve the retrenchment.

2. If the retrenchment cannot be accomplished by natural attrition the members of the unit shall be given the opportunity to reach voluntary agreement among themselves as to the order of retrenchment.

3. If the retrenchment cannot be accomplished with the foregoing, part-time professional employees in areas of work represented by AAUP-UC will be terminated first, then non-tenured will be terminated, then tenured members of the unit.

4. The retrenchment procedure outlined in (3) will be in the order of seniority provided that the members who are retained have the experience and academic qualifications to teach courses and programs that remain.

5. In the event that the curtailed programs or courses are reinstated within three years of their curtailment, the laid-off member with the most service will be recalled first. It will be the laid-off member's responsibility to notify the College of his/her current mailing address.

## ARTICLE XVI GRIEVANCE PROCEDURE

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

Step I. A grievance should first be raised informally and orally by the employee(s) with or without AAUP-UC representation with the appropriate administrator within ten (10) working days of the incident giving rise to the grievance, or within ten (10) working days of the date that the employee has knowledge of the incident, if later.

Step II. If the grievance cannot be resolved in Step I, the grievant shall present the matter in writing through the AAUP-UC Grievance Officer to the appropriate administrator within twenty (20) working days of the incident giving rise to the grievance, or within twenty (20) working days of the date that the employee has knowledge of the grievance. A meeting will be held between the affected administrator and the grievant and/or Grievance Officer within ten (10) working days of the receipt of the written grievance by the administrator. The administrator will reply in writing within seven (7) working days of the meeting.

Step III. If the grievance is not resolved in Step II, the matter may be appealed to the Grievance Committee (not to exceed three (3) members of the AAUP-UC selected by the Grievance Officer in consultation with the grievant), and the President of the College for discussion and review in the presence of the grievant. This appeal must occur within ten (10) working days of receipt of the Step II answer. The President of the College will reply in writing within ten (10) working days of receipt of the appeal.

Step IV. If no settlement is made in Step III the AAUP-UC may submit the matter in writing (copy to the College) to the American Arbitration Association in accordance with its voluntary arbitration rules. The submission to arbitration must occur within ten (10) working days of the receipt of the President's reply in Step III. The decision of the arbitrator shall be final and binding on both parties.

2. The arbitrator shall have no power to add to, or subtract from, or change any provision of this Agreement, nor shall he/she have the power to imply any obligation not expressly set forth in this Agreement. No award shall be effective retroactive beyond the date of the grievance.

3. The fees and expenses of the arbitrator shall be shared equally by the College and AAUP-UC.

4. Unless the grievance is raised, served in writing, proffered, appealed, and submitted to arbitration within the time limits at each stage herein set forth, and which may be extended only by the written consent of both the College and the AAUP-UC, it shall be deemed that the parties have waived the right to arbitration and the matter shall be deemed closed.

5. The grievance/arbitration procedure shall not be available if the employee files a complaint with any state or federal agency relating to the same incident.

## ARTICLE XVII STRIKES AND LOCKOUTS

1. During the term of this Agreement there shall be no strike, slowdown, boycott of classes, or any other concerted acts that interfere with normal operation of the College. In the event of a breach of this Article the AAUP-UC agrees to promptly take all reasonable steps to terminate the participation of the individual bargaining unit member in such activities. Should any bargaining unit member participate in an action prohibited by this Article, the violator(s) shall be subject to discipline which may include discharge. The degree of discipline shall not be subject to the grievance/arbitration procedure but the question of whether the employee participated in an act prohibited by this Article is subject to the grievance/arbitration procedure.

2. The College agrees that during the term of this contract there will be no lockout.

## ARTICLE XVIII COMPENSATION

### A. SALARIES

#### I. 1995-1996 ACADEMIC YEAR

1. Effective with the starting date of their 1995-96 contract, members of the bargaining unit employed prior to March 1, 1995 shall have their annual base salary increased by three percent (3%) for the 1995-96 academic year. (This is the implementation of the three (3%) percent deferred scheduled increase from 1994-95.)

2. Members of the bargaining unit shall receive no increase to their annual base salary for the 1995-96 academic year beyond the deferred scheduled increase outlined above.
3. Effective with the starting date of their 1995-1996 contract, program directors' and coordinators' additional compensation will be increased by three (3%) percent.
4. The President of the College has sole discretion to increase any individual salary, beyond the provisions noted in above items, during the term of this agreement. The President will notify AAUP-UC in writing, specifying the reason therefore, within two weeks of any action taken in accordance with this section.

## II. 1996-97 Academic Year

1. Effective with the first pay period in August 1996, members of the bargaining unit employed prior to March 1, 1996, shall have their annual base salary increased by three (3%). Effective with the first pay period in January 1997, members of the bargaining unit employed prior to March 1, 1996, shall have their annual base salary as of January 1, 1997, increased by an additional one (1%) percent.
2. Effective with the starting date of their 1996-97 contract, members of the bargaining unit employed prior to March 1, 1996 shall receive increases pro-rated on academic year length of service.
3. Effective with the starting date of their 1996-1997 contract, program directors' and coordinators' additional compensation will be increased by three (3%) percent. Effective with the first pay period in January 1997, program directors' and coordinators' compensation will be increased by an additional one (1%) percent.
4. The President of the College has sole discretion to increase any individual salary, beyond the provisions noted in item 1, 2, and 3 above, during the term of this agreement. The President will notify AAUP-UC in writing, specifying the reason therefore, within two weeks of any action taken in accordance with this section.

## **B. PROMOTIONS**

1. Effective with the starting date of their 1995-96 contract, the base salary of promoted members of the bargaining unit will be increased (in addition to increases indicated in Article XVIII, A) as follows:

A faculty member promoted to the rank of Professor - \$2,198

A faculty member promoted to the rank of Associate Professor - \$1,943

A faculty member promoted to the rank of Assistant Professor - \$1,713

A Librarian promoted to the rank of Librarian II - \$1,713

A Librarian promoted to the rank of Librarian III - \$1,713

2. Effective with the starting date of their 1996-97 contract, the base salary of promoted members of the bargaining unit will be increased as follows:

A faculty member promoted to the rank of Professor - \$2,308

A faculty member promoted to the rank of Associate Professor - \$2040

A faculty member promoted to the rank of Assistant Professor - \$1,799

A Librarian promoted to the rank of Librarian II - \$1,799

A Librarian promoted to the rank of Librarian III - \$1,799

## **C. CONTINUING EDUCATION OR OVERLOAD COURSES**

1. 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 seven (7) students.

2. The College has the option to cancel courses with fewer than seven (7) students. However, if any courses are taught with fewer than seven (7) students, the instructor will receive full rate according to his/her rank as outlined in the compensation schedule.

**3. Compensation Schedule:**

<b>Faculty Rank</b>	<b>8/15/95 Dollar per Credit Hour</b>	<b>8/15/96 Dollar per Credit Hour</b>
<b><u>Professor</u></b>	<b>818</b>	<b>840</b>
<b><u>Associate Professor</u></b>	<b>746</b>	<b>767</b>
<b><u>Assistant Professor</u></b>	<b>681</b>	<b>699</b>
<b><u>Instructor</u></b>	<b>629</b>	<b>646</b>
<b><u>Librarian</u></b>	<b>629</b>	<b>646</b>

**D. LIBRARIAN OVERTIME:**

Librarians who are required to work on a scheduled overtime basis will be paid either:

1. An hourly rate equal to 1/1950 times their annual base salary, or
2. Compensatory time off to be arranged at the mutual convenience of the librarian and the Director of the Library.

**ARTICLE XIX  
FRINGE BENEFITS**

**1. Group Health Care Plans**

**A. The College will provide a Health Care Plan for full-time members of the bargaining unit. Participation is optional and is contributory. Coverage extends to the employee and the employee's spouse; all unmarried dependents to age 19 and unmarried dependents up to age twenty-three (23) who are full-time students.**

**B. Utica College shall pay a percentage of the employee's (individual) Blue Cross/Blue Shield health insurance premium and a percentage of the employee's family Blue Cross/Blue Shield health insurance premium as provided below:**

7/1/95-5/31/97

Individual: 83%  
Family: 83%  
Two Person: 83%

The employee's contribution for all other health care plans offered by the employer will be the cost of the particular insurance plan chosen by the employee less the dollar value of the employer's contribution to the appropriate Blue Cross/Blue Shield plan.

Highlights of the present indemnity plan include:

Maximum Benefit: Unlimited

Deductible: A front-end deductible applies before benefits are payable for covered expenses. \$200 individual; \$400 family (\$400 family deductible can be accumulated by the whole family - 3 or more in family.)

Coinsurance: Individual - Plan pays 80% of covered expenses up to first \$2,000; then pays 100% of allowed charges. Family - Plan pays 80% of covered expenses up to the first \$4,000 (aggregate); then pays 100% of allowed charges.

Out-of-Pocket Expense: Individual - \$200 deductible, plus 20% of the first \$2,000 (\$400) Total \$600. Family - \$400 deductible (aggregate), plus 20% of the first \$4,000 (\$800) Total \$1,200.

Emergency Room: Accidental injury covered within 72 hours of accident. Medical emergency covered within 12 hours of the sudden onset of illness.

Psychiatric: Inpatient - 30 days in an approved psychiatric facility.  
Outpatient - \$50 per visit up to a maximum of \$1500 per year. \$60 per visit for 3 psychiatric crisis intervention visits.

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. The College also will make available HMO's from which employees can choose.

Bargaining unit employees will be subject to any cost containment procedures instituted by the employer. Cost containment is a procedure for reducing the cost of health care without reducing its quality or increasing the out-of-pocket expenses for bargaining unit employees. The College and the AAUP-UC agree to a cost containment program

including the following measures: case management, precertification review, utilization review, maintenance drug program, generic drug program, second medical opinion, claim or bill audits. Before instituting any cost containment procedures, the employer will discuss same with the AAUP-UC. The carrier remains at the discretion of the employer. Prior to any changes of the carrier, the AAUP-UC Governing Board will be consulted. The AAUP-UC will have representation at any meeting that reviews and recommends changes of the carrier.

Details of the plan are available in the Human Resources Office.

- B. 1. Employees aged 65 through 69 who retire will be covered by the College's group health insurance plan under the following conditions and at no cost to the employee:
  - A. The employee must have been enrolled in the plan at age 65.
  - B. Federal Medicare benefits will be applied as an offset to the plan.
  - C. Such coverage is also available to spouses of such retirees who meet the eligibility requirements of the plan.
2. Employees will become eligible for maternity benefits upon enrollment unless they are carried by a previous plan. Maternity benefits will not be extended beyond the date of termination of employment.

## 2. Group Life Insurance Plan

The College agrees to provide Group (Term) Life Insurance coverage for full-time members of the bargaining unit. Employees are eligible to enroll at the beginning of employment. Upon enrollment, the coverage will include:

- A. \$15,000 of Life Insurance and \$15,000 of Accidental Death and Dismemberment insurance on a non-contributory basis.
- B. Additional Life Insurance coverage up to \$50,000, based on the salary and age of the employee, will be available to all members of the bargaining unit on a contributory basis.

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.

Details of the Plan are described in the "Group Life Insurance Certificate" available in the Human Resources Office.



### **3. Educational Benefits**

#### **a. Remitted Tuition**

All bargaining unit members are eligible upon employment for up to twelve (12) hours of remitted tuition each academic year at Utica College or any division of Syracuse University; an additional three hours (3) hours may be applied but must be taken at Utica College. Bargaining unit members hired after September 30 or January 30 will be eligible for prorated remitted tuition.

No additional remitted tuition credits are given for the summer. However, unused credits up to six hours, accumulated from the fall and spring semester, may be used in the third (summer) term of the University College or during the summer session at Utica College.

Student Activity, laboratory, individual instruction, health, athletic, general and other fees are not remitted and must be paid by the individual. The College also reserves the right to restrict the use of remitted tuition for certain workshop courses, non-credit courses and special programs.

Bargaining unit employees may transfer up to one half of the number of credit hours for which they are eligible to their spouse, provided the spouse is not also eligible for remitted tuition as an employee or graduate assistant. An eligible spouse may use up to one half of the transferred credits during the third (summer) term at University College or the Summer Session at Utica College.

**NOTE:** To comply with the Tax Reform Act of 1984, tuition transferred to a spouse for graduate level courses will be subject to tax (withheld from the employee's pay) on the dollar value of tuition for Federal, State, and FICA taxes.

All remitted tuition benefits cease with termination of employment for any reason which breaks the accumulation of service credits. Course enrollments of either the bargaining unit member, or spouse, that are continued after a termination that occurs during a semester will require payment of the prorated tuition balance.

Bargaining unit members who officially/formally retire may continue to receive up to six credit hours of remitted tuition each fall and each spring semester.

Unused retiree credits up to three hours each semester may be transferred to the spouse as noted above, except that there are no tuition benefits or transfers for retirees in the summer.

Tuition benefits terminate if employment conditions are changed to less than regular part-time.

## **b. Child Dependent Scholarships**

**Bargaining unit members, upon completion of three years continuous service, are 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 Syracuse University or Utica College. This scholarship benefit is equal to the minimum number of credit hours required for completion of the student's degree program. The benefit is limited to those total credit hours or completion of the first baccalaureate degree, whichever comes first. The student must meet University requirements for continuation in the academic program. Dependent children who have attended other institutions will 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 who does not live in College residential housing, the maximum benefit awarded is regular tuition less the sum of all tuition assistance, state or federal scholarships or grants received by the student who qualifies for such aid. The student who qualifies must apply for all such state and federal tuition assistance awards. Failure to apply when qualified will result in a reduction of the dependent scholarship benefit by the equivalent of the minimum amount of such awards.**

**Each recipient of a child dependent scholarship who lives in College residential housing may use any applicable federal grants and awards toward payment of room and board. However, for courses taken at Utica College, such scholarships, prizes or grants shall first be used for books.**

**Termination of employment or change in status to less than full-time employment will immediately terminate dependent tuition benefits. Student enrollment continued after termination that occurs during a semester will require payment of the prorated tuition balance.**

**If a bargaining unit member who has completed seven years consecutive service dies, dependent tuition scholarship benefits will 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 Syracuse University or Utica College.**

**This same benefit coverage will be extended to the dependent children of full-time bargaining unit members who officially/formally retire from Utica College.**

**Student Activity, laboratory, individual instruction, health, athletic, general and other fees are not covered by dependent tuition scholarship benefits and must be paid by the individual.**

**c. Spouse Dependent Scholarship**

**In addition to benefits for their dependent children, bargaining unit members are eligible, upon completion of 3 years continuous service, for tuition benefits for their spouses as described below.**

**Spouses of full-time bargaining unit members may receive 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. This scholarship benefit is equal to the minimum number of credit hours needed for the completion of either but not both first or second baccalaureate degree.**

**Spouses receiving dependent scholarship tuition benefits may not receive simultaneously unused credits transferable from the bargaining unit member as described in "a" above. Termination of full-time employment terminates dependent scholarship benefits for the spouse. However, if the bargaining unit member retires or dies, a spouse matriculating in an academic program at Syracuse University or Utica College and receiving a dependent scholarship aid at the time will continue to receive these benefits under the original terms of the spouse's program.**

**d. Tuition Exchange Program**

**Utica College's current membership in Tuition Exchange, Inc. and CIC Tuition Exchange enables bargaining unit members at Utica College to apply for tuition exchange benefits for their dependent children at other institutions participating in Tuition Exchange.**

**e. Cash Grant Program**

**Dependent children of members of the bargaining unit, who have completed seven (7) years of consecutive full-time service, are eligible to apply for a cash grant benefit. This program provides for payment of a cash grant, applicable to tuition only, when the dependent child attends another accredited college or university. The benefit is restricted to full-time study in a matriculating status leading to the first baccalaureate degree. Effective 1/1/96, the maximum cash grant is \$700 per semester, for 8 semesters. This benefit continues if the employee retires or dies.**

#### **4. Long Term Disability Plan**

The College agrees to provide a Long Term Disability Plan for full-time members covered by this Agreement in the event of absence from work due to occupational or non-occupational injury or sickness which prevents the bargaining unit member from performing each and every duty of his/her occupation.

The Plan for bargaining unit members with one or more years of continuous service provides the following benefits. For full-time bargaining unit members with less than one year of continuous service, the benefits will continue for 12 months only.

- a) For the first sixteen (16) weeks of disability the eligible person will receive full pay.
- b) The next ten (10) weeks of disability will be paid at 60% of base salary, less any benefit reduction, such as disability benefits under Social Security or Worker's Compensation. In such cases the College will waive Group Life and Health Insurance premiums.
- c) From the twenty-seventh (27) week of disability to the end of disability, age 65 or death, whichever comes first, the employee will be paid at 50% of base salary, less any benefit reduction, such as disability benefits under Social Security or Worker's Compensation. In such cases, the College will waive Group Life and Health Insurance premiums.

For more details, see Utica College's Salary Continuation Plan. The Master Plan is on file in the President's office. The entire cost of this non-contributory plan is paid by the College.

#### **5. TIAA/CREF Retirement Plan**

Utica College provides the TIAA/CREF Retirement Plan for bargaining unit employees. This plan includes the following provisions:

- a) Employees must be at least 21 years of age and have one year of eligible service to participate.
- b) The Employer will contribute an amount equal to 11% of the employee's eligible (straight-time) earnings to TIAA/CREF.
- c) Vesting will be immediate upon participation.

Complete details of the plan can be found in the Plan Document kept in the Benefits Office of the Human Resources Department.

## **6. Accidental Death and Dismemberment Insurance**

Full-time members of the bargaining unit are 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 can be secured in the Human Resources office.

## **ARTICLE XX UNION SECURITY**

It is agreed that current members of AAUP-UC will, as a condition of employment, continue their membership for the life of this Agreement. Members of this unit who are not members of AAUP-UC can, on date of contract signing, elect to join or not to join. If they do join they will be required as a condition of employment to remain members for the life of the contract.

All new members of this unit will have the opportunity to join or not to join as they see fit.

A membership shall be deemed maintained as long as the employee tenders the uniformly required monthly dues.

**ARTICLE XXI  
CHECK-OFF**

**Section 1.**

**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 shall be irrevocable for the life of this Agreement between Utica College and AAUP-UC and shall thereafter be renewed for the life of subsequent contracts unless revoked by me no later than thirty (30) days immediately preceding the termination of such Agreement. Such revocation must be 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**

**Section 2.** Upon receipt by the College of an individual written authorization (of the form set forth in Section 1), the College shall, while this authorization and this Agreement remain in effect, deduct from the employee's pay each 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.

**Section 3.** AAUP-UC shall certify in writing and submit to the College the amount of its regular monthly dues and initiation fees to be deducted under the provisions of this Article. If the amount of regular monthly dues or initiation fees is changed 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.

**Section 4.** AAUP-UC shall indemnify and protect the College against all forms of liability and claims which may arise by reason of the College's compliance with this Article.

**ARTICLE XXII  
UNIT AND ADMINISTRATION MEETINGS**

There shall be two meetings per semester between designated members of the AAUP-UC Governing Board and the President to discuss work related problems.

The Governing Board and the President may convene a committee to discuss such problems and report to the President recommendations in regard to alleviating these problems.

If the committee's agreed upon recommendations require any change in this Agreement, a memorandum of understanding will be drafted for the approval of the AAUP-UC and the President of Utica College.

**ARTICLE XXIII  
DURATION**

This Agreement shall become effective on July 1, 1995, and shall continue in effect until May 31, 1997, 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.

**ARTICLE XXIV  
SUCCESSOR CLAUSE**

All successors of Utica College shall be bound to the terms and conditions as stated in this contract. It is understood that any such 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 current agreement. This successor clause and the requirements herein shall expire on May 31, 1997.

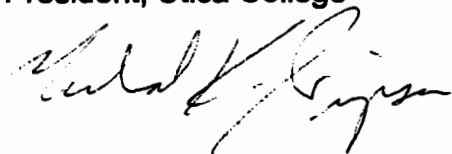
ARTICLE XXV

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.

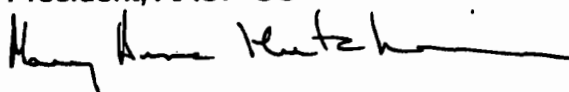
For the College:

For AAUP-UC:

by: Michael K. Simpson  
President, Utica College



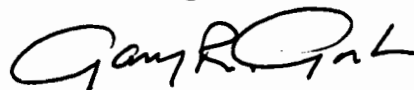
by: Mary Anne Hutchinson  
President, AAUP-UC



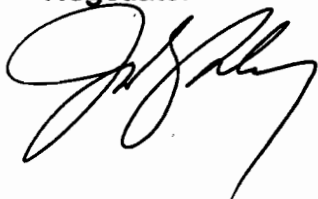
by: LeRoy Kotary  
Chief Negotiator



by: Gary R. Gordon  
Chief Negotiator



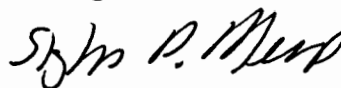
by: James R. Salamy  
Negotiator



by: Richard G. Fenner  
Negotiator



by: Stephen P. Neun  
Negotiator



Date: January 12, 1996



## **MEMORANDUM OF UNDERSTANDING**

**Utica College of Syracuse University ("College") and Utica College's Chapter of the American Association of University Professors ("AAUP-UC") agree to amend Article IX as follows:**

- 1. Every tenured faculty will be reviewed on a periodic basis in compliance with State Education Department requirements.**
- 2. It will occur every five years after tenure, with the five-year intervals resetting with a promotion.**
- 3. Those anticipating retirement within three years may elect not to be reviewed provided there is a written declaration of retirement.**
- 4. The candidates will supply three reflective statements (one for each of the traditional criteria: teaching, professional accomplishments, and service). These statements should be supplemented with supporting documents - articles, papers, evidence of teaching effectiveness, etc.**
- 5. While there is a summative aspect to the review, the underlying philosophy of the process is formative, and the focus is to be developmental.**
- 6. The Professional Development Committee (PDC) will review the materials and meet with the candidate.**
- 7. The PDC will consist of four tenured faculty elected by the Bargaining Unit and one selected by the faculty member under review.**
- 8. The committee will make formative and summative recommendations. A majority vote is required to approve recommendations, which are then sent to the Dean.**
- 9. The committee will recommend whether to allocate the budgeted amount (\$500) to base salary or to the faculty development fund. If the PDC recommends allocating the funds to salary, a candidate may elect to place \$3,000 (in lieu of the \$500 base increase) into a restricted account for the candidate's purchase of equipment (to be College-owned), travel, or supplies.**
- 10. When further faculty development is indicated in one or more of the three areas, the candidate is expected to develop a plan in consultation with the Dean as a procedure for applying for support from the faculty development fund. A candidate who feels significant progress has been achieved may request an early review (in the third or fourth year) at which time the candidate will be eligible for the \$500 base increment.**
- 11. Applicants who do not receive a favorable review by the PDC or the Dean have the right to appeal the decision. The intent of the appeal must be forwarded in writing within ten**

(10) working days of the receipt of the decision to the Dean and the Chairperson of the PDC. The proceedings of appeal will commence within fourteen (14) days after receipt of the written intent to appeal.


The affected faculty member has the right to present his or her objections to the decision in person to the Dean and PDC. He or she has the right to present the case with the assistance of a tenured faculty member of his or her choosing. The PDC makes a recommendation to the Dean but the final decision rests with the Dean. This review process and any results therefrom can not be used in any disciplinary proceeding under Article IX.F.


**To amend Article VIII as follows:**

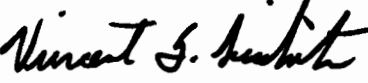
**The Professional Development Committee**


The Professional Development Committee (PDC) will consist of four tenured faculty elected by the Bargaining Unit and one member selected by the faculty member under periodic tenure review. The four permanent members will be elected to serve staggered two year terms. There will be at least two full professors with no more than two members of the committee from a single division. The fifth member is an associate member selected by the faculty member under review who serves only for that candidate's consideration. There are no rank or divisional restrictions on the selection of the tenured associate member. The Dean is a non-voting *ex officio* member of the PDC.

For the College:

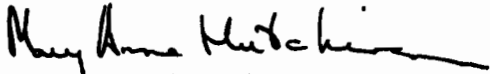
  
by: Kenneth B. Shaw  
Chancellor and President  
Syracuse University

  
by: Michael K. Simpson  
President, Utica College


  
by: Vincent T. Scicchitano  
Chief Negotiator

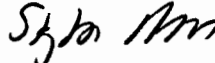
  
by: Deborah Nelson West  
Negotiator

For AAUP-UC:

  
by: Mary Anne Hutchinson  
President, AAUP-UC

  
by: Gary R. Gordon  
Chief Negotiator

  
by: Richard Fenner  
Negotiator

  
by: Stephen Neun  
Negotiator

**AGREEMENT BETWEEN SYRACUSE UNIVERSITY AND THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS AT UTICA COLLEGE (AAUP/UC)**

The College acknowledges that it is experiencing financial difficulties as a result of lower than budgeted student enrollment. In an effort to close this budget gap the AAUP/UC Bargaining Unit Members agree to defer the scheduled payment of the negotiated 3% raise in the 1994-95 academic year. In return the College agrees to the following:

1. The College will add the three percent deferred raise to bargaining unit members' base salary for the academic year 1995-1996. This addition to base salary will not affect future contractual negotiations.
2. No member of the AAUP/UC will be required to reimburse the College for any portion of the 3% raise actually received before this agreement is signed.
3. A one-time bonus to the AAUP/UC membership ranging from .5% to 3% of their base salary as of 6/30/94, will be paid according to the following sliding scale which is based on the spring term 1995 enrollment as of 2/3/95 and paid by 2/28/95:

**FTE ENROLLMENTS FOR SPRING 1995**

1570	1578	1586	1594	1602	1610
.5%	1.0%	1.5%	2.0%	2.5%	3.0%

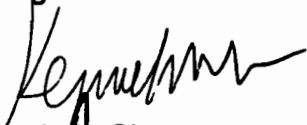
4. If spring 1995 enrollment is below 1602 FTE as specified in number 3 above, the following will take place:
  - A. Faculty members will receive a reduction of one course to be taken at the mutual convenience of the individual faculty member and the appropriate Associate Dean for one semester during the period between September 1995 and May 1998. If the parties can not mutually agree on the feasibility of timing or a course reduction, the Dean of the College will determine when a course reduction will be taken or whether the faculty member will receive overload pay for teaching his/her regular load during a designated semester. In no instance will this course reduction affect the faculty member's eligibility for normal course load reductions such as director/coordinator positions and those earned for independent study/tutorial study/ or honors course supervisions.
  - B. Librarians will receive a one-time only 11 days additional paid vacation time to be taken during the months of June and July beginning July 1, 1995 and ending June 30, 1998. The schedule of vacation time will be determined in consultation with the Director of the Library. If the parties can not mutually agree on the time, the Dean of the College will make the final determination.


C. HEOP counselors will receive 11 days additional paid vacation time during the three year period beginning July 1, 1995 and ending June 30, 1998. The schedule of vacation time will be determined in consultation with the Director of HEOP. If the parties can not mutually agree on the time, the Dean of Students will make the final determination.


5. There will be no furloughs pursuant to Article 15 in the academic year 1994-1995.

6. This agreement shall be incorporated in any future agreements between Syracuse University and or its successors and AAUP/UC.

For the College:

  
by: Kenneth B. Shaw  
Chancellor and President  
Syracuse University

  
by: Michael K. Simpson  
President, Utica College

  
by: Vincent T. Scicchitano  
Chief Negotiator

  
by: Deborah Nelson West  
Negotiator

For AAUP-UC:

  
by: Mary Anne Hutchinson  
President, AAUP-UC

  
by: Gary R. Gordon  
Chief Negotiator

  
by: Richard Fenner  
Negotiator

  
by: Stephen Neun  
Negotiator